

GENERAL CONDITIONS OF CARRIAGE OF TACV- CABO VERDE AIRLINES - CGT -

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Revision Log

The current edition of the TACV General Conditions of Carriage is Edition 3, Revision 00 (zero).

Please fill in the effective date, the name of the person who entered the revision and the date of insertion.

Changes or new sheets, which are inserted when the manual is changed, will be indicated by a vertical line in the margin. This line only denotes a change, not a mark of emphasis.

When a section is output in a completely revised form, the line does not appear.

Note: All revisions will become effective seven days after they have been approved by the National Civil Aviation Authority.

Editing/Proofreading Number	Effective Date	Posted by	Date	Justification of Change
Ed.01/Rev 00	31.03.2009	DMKT	31.03.2009	
Ed. 01/Rev 1.0	14.11.2012	DCOM	14.11.2012	Comply with the Legislation.
Ed. 01/Rev. 2.0	10.07.2017	DCOM	10.07.2017	Comply with the Legislation.
Ed.02/Rev 00		DCOM	08.06.2023	Comply with legislation and new procedures due to changing trade policy.
Ed.03/Rev 00		DCOM	05.05.2026	Be in compliance with the Legislation and new procedures, due to the change in commercial policy and entry of new routes.

Article 1 – Definition of Expressions Used

Unless the context is apparent or expressly provided otherwise, the following terms and expressions have the following meanings in these conditions:

AAC: Civil Aviation Agency, regulatory body for the civil aviation sector in Cape Verde;

Authorized Agent: means an individual or legal entity authorized by TACV- Cabo Verde Airlines to represent it in the sale of its air transport tickets at its own service or at the service of another air transport company, if said agent is authorized to do so;

Pet: refers to the pet (dog or cat) that accompanies, in the cabin or in the hold, the passenger who is its owner or a natural person who assumes responsibility for it on behalf of the owner during the journey.

Beneficiary: the person who can claim or receive compensation.

Baggage: Property belonging to the passenger or crew member, carried in the cabin or in the hold of an aircraft by virtue of a contract with the operator.

Checked Baggage: Baggage intended to be carried in the hold of an aircraft.

Unchecked Baggage (or Unchecked Baggage): Baggage intended to be carried in the cabin of an aircraft.

Baggage in transit – Baggage that arrives and departs at an aerodrome on the same flight, also applying in situations where the carrier changes aircraft, but maintains the arrival flight number.

Lost baggage – Baggage, involuntarily or inadvertently, separated from passengers or crew members, their owners.

Unaccompanied baggage – Baggage carried as cargo on the same aircraft or on a different aircraft than the one carrying the person to which it belongs.

Unidentified baggage – Baggage found at an aerodrome, with or without a check-in tag, that has not been picked up, nor is attributable to a passenger.

Unclaimed baggage – Baggage arriving at an airfield and not picked up or claimed by any passenger.

Ticket: means the valid document that establishes the right to carriage, in the form of a voucher that may be accompanied by a Checked Baggage Tag, or by equivalent means, in a dematerialized form, including electronic, issued or authorized by TACV – Cabo Verde Airlines or its Authorized Agent*. The Ticket proves the Contract of Carriage includes the Flight Coupons, the Passenger Coupons, the notices to Passengers and includes these General Conditions of Carriage;

Electronic Ticket: means the ticket stored by TACV- Cabo Verde Airlines or at its request in a computerized reservation system whose proof (also called Itinerary or Receipt), issued by TACV- Cabo Verde Airlines, or on its behalf, the electronic Flight Coupon or any other document of the same value;

Complementary ticket: ticket issued by TACV-Cabo Verde Airlines or, on its behalf, in favour of the passenger, in conjunction with another ticket, which, together, constitute a single Contract of Carriage;

Online distribution channel – Form of direct or indirect sales to the consumer, through the official website of TACV-Cabo Verde Airlines www.caboverdeairlines.com or a website authorized by TACV-Cabo Verde Airlines (OTA – *on-line Travel Agent*);

"Offline" distribution channel – Form of direct or indirect sales to the consumer, through the company's Call Center and sales counters or an agent authorized by TACV-Cabo Verde Airlines;

Proof of Travel or Itinerary/Receipt: means one or more documents that the Carrier issues to the Passenger to confirm the issuance of an Electronic Ticket and which contain first and last name, flight information or Special Conditions to/from Carriage.

Special Conditions: means the Carrier's Special Conditions.

General Conditions of Carriage: means these General Conditions of Carriage.

General Conditions of the Carrier: means the declarations and provisions contained in the Ticket, identified as such and which include these General Conditions of Carriage, as well as the notices to Passengers. For certain territories, specific rules may apply such as those described in the Special Conditions, directly accessible from the Carrier's Website in the relevant market.

Air carrier designation code: code composed of numeric and alphanumeric characters identifying each of the air carriers. In the case of TACV-Cabo Verde Airlines, the codes are "VR", "696" (by IATA) and "TCV" (by ICAO);

Convention: any of the following instruments that are/are applicable:

Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal on 28 May 1999 (hereinafter referred to as the Montreal Convention);

Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw, on October 12, 1929 (hereinafter referred to as the Warsaw Convention);

Warsaw Convention as amended by Montreal Additional Protocol No. 1 (1975);

Warsaw Convention as amended in The Hague and by Montreal Additional Protocol No. 2 (1975);

Warsaw Convention as amended at The Hague on 28 September 1955;

Warsaw Convention as amended in The Hague and by Montreal Additional Protocol No. 4 (1975);

Guadalajara Supplementary Convention (1961, Guadalajara), supplement to the Warsaw Convention of 1929;

1963 Tokyo Convention (concerning offences and certain acts committed on board aircraft;)

Law, Decree Law (DL), Regulation and Resolution: any of the following instruments that are/are applicable:

Resolution No. 103/VI/2004, of June 21, which approves for accession the Convention for the Unification of Certain Rules relating to International Air Transport, signed in Montreal on May 28, 1999 (Montreal Convention of 1999);

Legislative Decree No. 1/2001, of 20 August, amended by Legislative Decree No. 04, of 2009 of 7 September, which approves the Aeronautical Code, which regulates civil aeronautics in the national territory and in its jurisdictional/territorial waters, as defined in the Constitution and the Law);

Law No. 66/VIII/2014, of 17 July, which defines the legal regime for the entry, stay, exit and expulsion of foreigners in Cape Verdean territory, as well as their legal situation, as amended by Law No. 80/VIII/2015, of 9 January, by Law No. 19/IX/2017, of 13 December and by Law No. 27/X/2023, of May 8.

Law No. 88/V/1998, of 31 December, approves the legal regime for consumer protection and defense, defining the functions of the State and local authorities, consumer rights and the intervention of consumer associations.

Law No. 72/X/2026, of 22 April, which approves the Statute of the Child and Adolescent (ECA), and makes the seventh amendment to the Penal Code.

Decree-Law No. 35/2006, of 26 June 2006, which establishes the rights of passengers, in the event of denied boarding against their will, cancellation and delay of flights and creates the respective sanctioning regime;

Decree-Law No. 27/2015 of 6 May, amended by Decree-Law No. 2/2017 of 18 January; laying down the rules and principles to ensure the protection and provision of assistance to persons with reduced mobility who have access to or wish to have access to air transport;

Decree-Law No. 52/2006, of 20 November, prevents and represses certain situations committed on board a civil aircraft, on a commercial flight, by unruly passengers;

Decree-Law No. 19/2008, of June 9, which establishes the mandatory existence and availability of the complaints book in all establishments of goods or provision of services;

Decree-Law No. 2/2015, of 6 January, amended by Decree-Law No. 46/2018, of 13 August and by Decree-Law No. 13/2025, of 15 May, which regulates the legal regime for entry, stay, exit and expulsion from Cape Verdean territory; approved by Law No. 66/VIII/2014 of 17 July, amended by Decree-Law No. 46/2018 of 13 August;

Decree-Law No. 46/2007 - Advertising Code

Decree-Law No. 54/2019, of 10 December, which regulates the legal regime for setting and updating the structure of air fares applicable to regular domestic air transport of passengers.

Regulatory Decree No. 3/2006, of 26 June, which approves the Regulation that sets the amount of compensation in the event of destruction, loss, damage, or delay of baggage and goods in internal air transport;

Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11 February 2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding or long delay of flights, and repealing Council Regulation (EEC) No 295/91 of 4 February 1991, establishing common rules on a denied boarding compensation system for passengers in scheduled air transport;

Regulation No. 1/AAC/2025 of 6 March – aims to establish the general conditions of carriage relating to the marketing and characteristics of the ticket.

CV-CAR 12 2nd Edition of 25 March 2019, amendment CV-CAR 12 of 18 April 2015, on the Civil Aviation Security Regulation in Cabo Verde;

CV-CAR 18 1st Edition of July 6, 2015, which regulates Air Transport of Dangerous Goods in Civil Aircraft;

The regulations applicable in **Brazil**, namely the rules of the **National Civil Aviation Agency (Resolution No. 400/2016 of ANAC)**.

The regulations applicable in the **United States**, including the provisions of the **Department of Transportation (14 CFR of DOTDOT)**.

"Standardization" of IATA Resolution - Res. 600b (application of 26 SDRs/kg, due to inflation effect, in the coverage of Cargo in commercial operations);

Coupon: means a paper Flight Coupon or an Electronic Coupon (stored on a digital medium in the Carrier's computerised reservation system) containing the name of the Passenger who will take the identified flight.

Electronic Coupon: means a paper Flight Coupon or an Electronic Coupon (stored on a digital medium in the Carrier's computerised reservation system) containing the name of the identified Passenger who is going to take the flight.

Passenger Coupon or Passenger Receipt: means the part of the Ticket, issued by or on behalf of the Carrier, which is identified as such and which the Passenger must keep.

Flight Coupon: means the part of the Ticket identified as "valid for carriage" or, in the case of an Electronic Ticket, the Electronic Coupon indicating the precise points between which the Passenger must be carried.

Damage: includes death and bodily injury to a passenger, partial loss, total loss, theft or other damage, resulting from or related to transportation provided by TACV-Cabo Verde Airlines or other services related thereto.

Damage due to delay - The carrier is responsible for damage resulting from delay in the air carriage of passengers, baggage or goods. However, the carrier shall not be liable for damage resulting from delay if it proves that it or its employees or agents have adapted all the measures that could reasonably be required to avoid the damage or that it was impossible for them to adapt such measures.

Days: calendar days, including the 7 (seven) days of the week, it being understood that, for the purposes of notices and notifications, the day on which they are sent is not counted and that, for the purposes of determining the validity of a ticket, the day on which the ticket is issued or the day on which the flight begins is not counted;

Special Drawing Rights (SDRs): is the currency of the International Monetary Fund (IMF). The currency code "*Special Drawing Rights*" is XDR.

Voluntary Stopover (or Stopover) means a stopover scheduled by the Passenger during his/her journey that is between the place of departure and the place of destination, as indicated on the Ticket or in the Timetables.

Intermediate Stopovers means the points, other than the place of departure and the place of destination, which appear on the Ticket or are referred to in the Schedules as scheduled stopovers in the Passenger's itinerary.

Stopover: designates the points, with the exception of points of origin and destination, indicated on the ticket or mentioned in the carrier's timetables as intermediate stops provided for in the Passenger's itinerary;

Baggage tag: a document issued for the sole purpose of identifying the passenger's checked baggage according to his or her flight and route;

Force majeure: extraordinary and unforeseeable circumstances beyond the control of TACV-Cabo Verde Airlines and the consequences of which could not have been avoided even if TACV-Cabo Verde Airlines had acted with all due diligence;

Baggage allowance: maximum baggage weight allowed per passenger, exempt from additional payment. The current baggage allowance can/is defined by flight class;

Check-in deadline: the deadline specified by TACV-Cabo Verde Airlines, in writing, including by electronic means, for the passenger to complete the check-in formalities and receive their boarding pass;

Boarding deadline: time limit specified by the carrier, in writing, including by electronic means, so that the passenger can comply with the boarding formalities;

IBE – Internet Booking Engine: E-commerce platform used by TACV-Cabo Verde Airlines;

IP - Internet Protocol - point where the sale took place on the internet;

Passenger: any person, except crew members, carried or to be carried by TACV-Cabo Verde Airlines pursuant to a ticket;

Transit passenger: passengers who land at a location between the point of departure and the final destination of the journey and who board a connecting flight with the same flight number, also applying in situations where the operator changes aircraft but maintains the same flight number;

Transfer passenger: passengers who at an airport move directly from one flight to another with different numbers;

Person with reduced mobility (PRM/PWD): any person whose mobility is reduced when using transport due to permanent or temporary physical, sensory or locomotor disability, intellectual disability, age or other cause of disability, and whose situation requires special care and specific adaptation of the services available to all passengers;

Piece Concept: baggage allowance per piece or piece;

Person entitled to compensation means the Passenger or any person who can claim compensation on behalf of said Passenger in accordance with the applicable legislation and these General Conditions of Carriage;

Contingency Plan in the event of an extended tarmac delay means the contingency plan adopted by the Carrier in the event of an extended delay of the aircraft on the tarmac of an airport located in the U.S. territory (U.S.) as described by the U.S. Department of Transportation (DOT).

Reservation: the fact that the passenger has a ticket or other proof indicating that the reservation has been accepted and registered by the air carrier or the tour operator;

Baggage Check means the part of the Identification Form that the Carrier issues to the Passenger relating to the carriage of Checked Baggage.

Refund: A request for reinstatement of an economic value that the passenger or entity has previously paid in connection with a voluntary or involuntary issue or transaction.

Passenger coupon or receipt: paper or electronic flight document that gives the passenger designated on it the right to travel on a particular flight identified therein;

Fares: The price to be paid for the carriage of passengers, baggage and the conditions governing their availability and use.

Fees, Taxes and Charges: All taxes, fees and charges imposed by governments, any other authority or the airport operator to be paid by the Passenger.

Tariff with Tax - means the Tariff plus Taxes.

Service Fee: refers to the fees invoiced to the Passenger by the Carrier and/or its Authorised Agent, in particular in return for issuing a Ticket. The Passenger is informed by the Carrier of the amount of the applicable Service Charges prior to the completion of their order. The amount of the fee is available for consultation with the Carrier or its Authorised Agent. This fee is non-refundable when the service is provided directly by the accredited agent.

TRANSPORTES AÉREOS DE CABO VERDE SA, with registered office in the city of Praia, at Avenida Amílcar Cabral, nº4, with a share capital of 1,000,000,000 CVE, registered with the Registry Office, Commercial Section of the First Class region of Praia under number 10, holder of Tax Identification Number No. 200121103.

Carrier: means the airline that issued the ticket and/or performs the carriage, as well as any airline whose designator code appears on the Passenger's ticket;

Effective Carrier or Operating Carrier means the Carrier that actually operates the flight.

Contractual Carrier or Contracting Carrier means the Carrier with which the Passenger has concluded a Contract of Carriage and whose Designation Code appears on the Ticket.

TACV – National Air Carrier of Cape Verde, with a valid operating license and in compliance with international regulations.

Community Air Carrier airlines licensed in the European Union, following European legislation.

Codeshare or Codeshare Flight means a flight operated by a Carrier which may be the Carrier with which the Passenger has entered into a Contract of Carriage (Contracting Carrier or Contractual Carrier) or any other Carrier (Operating Carrier or Actual Carrier) to which the Contracting Carrier has associated his/her Designator Code.

Connecting flight: means a subsequent flight to be operated by TACV-Cabo Verde Airlines or another (partner) carrier under a single Ticket;

International flight - all transport operations where, according to the stipulations of the Parties, the point of departure and the point of destination, regardless of whether there is an interruption of carriage or a transshipment, are located in the territory of two States Parties or in the territory of a single State Party, if a stopover has been agreed in the territory of a third State, even if it is not a Party to the Convention.
Under the Montreal Convention

Domestic Flight or Domestic Flight means any flight in which the place of departure and the place of destination are in the same State, within the scope of territorial continuity.

Article 2 – Applicability

2.1 General

2.1.1 Transportation and any other services provided by each carrier are subject to:

- (a) the provisions contained in your ticket;
- b) The applicable tariff regulations;
- c) The carrier's conditions of carriage and other regulations in force;
- d) Aeronautical regulations (national and international) in force;

e) These General Conditions of Carriage can be obtained from TACV - CABO VERDE AIRLINES or its Authorized Agents and consulted on the TACV - CABO VERDE AIRLINES www.caboverdeairlines.com Website.

2.1.2 These conditions of carriage apply:

- a) Passengers travelling on flights operated by TACV - Cabo Verde Airlines;
- b) Flights between Cape Verde and the United States, whose limit is 04 hours before the scheduled departure time; to the passenger with a confirmed reservation and ticket issued for the flight in question and who presents himself at the check-in for boarding, with the advance notice that has been indicated in writing (or electronically) and when not specified, the provisions of DL35/2006 apply.
- c) Air transport operations of baggage and cargo.

2.1.3 Except as provided in paragraphs 2.2 and 2.4 below, our Conditions of Carriage apply only to flights or flight segments for which our name or our Carrier Designator Code appears in the ticket field for the name of the respective operating air carrier.

2.1.4 When a passenger makes a reservation, the contract with TACV-Cabo Verde Airlines begins with the receipt, on our part, of the full payment, corresponding to the service purchased and with the receipt of their ticket issued by TACV-Cabo Verde Airlines.

2.1.5 Charter operations

In the case of carriage carried out pursuant to a charter agreement, these Conditions of Carriage shall apply only to the extent that they are incorporated, by reference or otherwise, in such agreement or contract and in the charter ticket.

2.1.6 Code shares

- a) TACV-Cabo Verde Airlines has, with other air carriers, commercial agreements and code-sharing called "code-share", which allows the passenger to travel on an aircraft that may be operated by another carrier, even if he has a reservation and ticket issuance with TACV-Cabo Verde Airlines.
- b) In the case of code-shares, the passenger will be informed of the carrier operating the flight at the time of booking.
- c) On flights operated by another airline, the conditions of carriage of the airline operating the flight apply.

2.1.7 The Contingency Plan in the event of a prolonged tarmac delay applicable in the territory of the United States is that of the Carrier that actually operates the flight (Actual Carrier).

2.1.8 Prevalence of Law, Regulation and "Tariffs"

These General Conditions of Carriage are applicable as long as they are not contrary to the laws in force and rules of public order, in which case said laws or rules will prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not affect the validity of the other provisions, unless it is not possible to maintain the Contract of Carriage without the provision declared invalid or ineffective and decisive or essential for the existence of said Contract.

Article 3 – Ticket

3.1 General

3.1.1 Contract of carriage between the Carrier and the passenger whose name appears on the Ticket.

3.1.2 The ticket is personal and non-transferable and will have the following information, regardless of its form of issue:

3.1.3 Name of the issuing airline;

3.1.4 Surname, first name and title of the passenger;

3.1.5 Booking code associated with the barcode;

3.1.6 Ticket number consisting of thirteen digits, and/or associated services;

3.1.7 Code of the issuing agent;

3.1.8 Itinerary of the trip and coupon, including all stopovers, in the case of *code-share* flights and the successive carrier, when applicable;

3.1.9 Baggage allowance, by type, volume and weight according to the issuance of the ticket and the fare applied;

3.1.10. Time and date of the flight, except in cases where the ticket is opened, in accordance with the rules established by TACV-Cabo Verde Airlines;

3.1.11. Identification of fare rules and restrictions on the use of the ticket, when applicable;

3.1.12. Tariff construction;

3.1.13 Base rate;

3.1.14. Tax rates and charges;

3.1.15. Total amount paid by the purchaser of the ticket in national currency or other convertible currency, depending on the channel used for the purchase;

3.1.16. Payment method;

3.1.17. Attendance time at the aerodrome(s) and airport(s) of departure;

3.1.18 TACV-Cabo Verde Airlines will provide transportation only to the passenger whose name is duly indicated on the ticket or in the system(s), so he/she must be asked to present an appropriate identification document, in accordance with civil aviation rules and regulations.

3.1.19 The ticket or mechanism(s) that replaces it is, and will always be, the property of the issuing company.

3.1.20 Passengers travelling on free, reduced fares or under special conditions may be required to provide proof of their eligibility to travel under such conditions at any time during their journey.

3.1.21. Except in the case of an electronic ticket, you will not be entitled to be carried on a flight if you do not present a valid ticket in accordance with your identification, containing the flight coupon corresponding to the desired flight, as well as all other unused flight coupons and the passenger's coupon.

3.1.22. In the case of an electronic ticket purchased on the company's website in www.caboverdeairlines.com, the company may ask the passenger for a valid personal identification. You will only be entitled to be carried if the e-ticket is valid, has been issued in your name and the itinerary and the fare, fees and taxes paid are correct, valid and available.

3.2 Ticket change by the passenger

3.2.1 Some tickets are sold at reduced fares, which may be fully or partially refundable, or non-refundable. The passenger should find out about the restrictions of each fare, choosing the one that suits their needs. You may wish to ensure that you have the most appropriate fare to cover situations in which you have to cancel your ticket.

3.2.2 If the passenger wishes to change their trip, they should contact the services of TACV-Cabo Verde Airlines or consult the company's website at www.caboverdeairlines.com, or an authorized agent, in advance.

3.2.3 Some fares do not allow change, if your fare allows change, it will be done by applying the penalty rate and/or fare difference, if applicable.

3.2.4 If the passenger who has commenced the journey is unable to travel due to the death of an immediate family member, provided that he immediately gives notice and proves such reason, he will be credited in the amount of the non-refundable part for future travel, but less an administrative fee (if applicable); he may change his ticket free of charge, within the validity period of the ticket; and you can also request the extension of the validity of your tickets;

3.2.5 In the event of the death of the passenger, the ticket will be fully refunded in the unused part.

3.2.6 Any of the aforementioned modifications will be made as soon as a valid death certificate and proof of kinship are received, and any of the aforementioned provisions will not exceed a period of 45 days from the date of death.

3.2.7 Transporting people on flights "*Charter*" of the types IT (linked to a ground package) and NIT (not linked to a land package), TACV-Cabo Verde Airlines issues individual ticket ticket(s), corresponding to the air part.

3.3 Validity period

3.3.1 Except as otherwise provided on the ticket, in these Conditions or in the applicable "Fares" (which may limit the validity of a ticket), a ticket is valid for a period of one year from the date of issue or one year from the date of first travel, provided that it occurs within one year after the date of issue of the ticket;

3.3.2 If a passenger is prevented from travelling during the period of validity of the ticket, due to TACV-Cabo Verde Airlines not being able to confirm a reservation at the time it requests it, the validity of their ticket will be extended or they may be entitled to a refund under Article 11.

3.3.3 If, after having started their journey, they are prevented from travelling due to illness, they will be allowed to change their ticket exempt from payment of the penalty, within the period of validity of the same, upon payment of a fare difference, if applicable, provided that the Passenger informs the Carrier, as soon as possible, of this case of Force Majeure and provides evidence of the same.

3.4 Use and sequence of receipts

The rules set out in this paragraph may vary depending on the place of residence, origin and destination of the trip. Therefore, passengers must consult the "Special Conditions" available on the TACV-CABO VERDE AIRLINES website of their place of residence, which are an integral part of the General Conditions of Carriage.

3.4.1 The ticket purchased by the passenger is only valid for the carriage, as indicated on the ticket, from the place of departure, via any agreed stopping places, to the place of destination. The fare paid is based on the "Fares" of TACV-Cabo Verde Airlines and is valid for the carriage indicated on the ticket, which forms an essential part of our contract with the passenger. In the event of force majeure, any use in default by the Passenger (for example, if the first Coupon is not used or if the Coupons are not used in accordance with their order of issue) **implies the obligation to pay the amendment fee and any applicable tariff difference**, with prior authorization from the company.

3.4.2 Each **Flight Coupon** of the passenger's ticket can only be used **on the flight, on the date and in the class of service for which it was issued**. If the ticket has been issued **without seat reservation**, this may be assigned later, according to flight availability and TACV- Cabo Verde Airlines fares.

3.4.3 The passenger is informed that, **if you do not show up for a flight without prior notice**, TACV – Cabo Verde Airlines may **Cancel subsequent bookings**, including the return flight or any onward segment.

3.4.4 Failure to use **Sequential and complete** of all coupons contained in the ticket implies the **Nullity of the ticket**. The ticket will be considered "**Not Fulfilled**" and will lose its validity if any receipt is not used in the order indicated.

3.5 Name and address of the carrier

3.5.1 The Carrier may be identified by an abbreviation on the Ticket which corresponds to its Designator Code (as defined in Article 1). The address of the Carrier shall be deemed to be that of the registered office or principal place of business of its operation.

Article 4 – Tariffs, Taxes, Fees and Charges

4.1 Rates

This chapter is governed by the terms and conditions contained in Regulation No. 1/AAC/2025 of 6 March – its purpose is to establish the general conditions of carriage relating to the marketing and characteristics of the ticket.

As established by the aforementioned regulation, the **total price of air transport** applied by **Cabo Verde Airlines (TACV)** includes, in addition to the value of the fares, all taxes, fees and other charges passed on to the ticket, ensuring the passenger **clear, adequate and unequivocal information**, which allows them to compare prices and offer conditions.

Within the scope of these General Terms and Conditions of Carriage:

4.1.2 Unless otherwise provided by law, fares apply **only to carriage between the departure airport and the destination airport**. Fares **do not include ground transportation** between airports or between airports and city terminals.

4.1.3 The price of a trip depends on several factors, and TACV offers different types of fares, **from the lowest and most restrictive to the highest and most flexible**, through direct sales channels (telephone booking system, Internet portal, sales offices) or indirect sales channels (authorized agents).

4.1.4 Fares are calculated according to the **fare in force on the date of payment and issuance of the ticket**.

4.1.5 In the interests of efficient market management and in compliance with the applicable legislation, **there may be tariff differences between the sales channels referred to** in the previous paragraph.

Article 5 – Conditions and restrictions of the tariff applied

5.1 The passenger's ticket is subject to the restrictions of the type of fare applied.

5.1.1 Tickets issued at promotional fares are subject to certain restrictions approved by the relevant government authorities, such as:

5.1.2. Non-endorsable, valid only for the date, times and flights booked, must be within the minimum and maximum stay period at the destination and may limit the number of stops;

5.1.3 Any changes are subject to the applicable conditions.

5.1.4 In the event of a combination of tariffs for the construction of RT (*round trip*), round-trip fares, belonging to different types of tariffs and with different regulations, the regulation corresponding to each OW segment shall apply in each case;

5.1.5 Restrictions and/or penalties will be available to the customer, before and at the time of ticket purchase. However, at any time, the passenger can consult TACV-Cabo Verde Airlines or the company's website at www.caboverdeairlines.com, or one of the authorized agents to find out the restrictions/penalties applicable to their fare or ticket.

Article 6 – Taxes, Fees and Charges

6.1 The value of the passenger's ticket may include taxes and fees applied to air carriage, by government authorities, any other authority or by the operator of an airport.

6.1.1 It is the passenger's responsibility to pay the taxes and fees that can represent a significant portion of the cost of the air ticket.

6.1.2 Taxes, fees and charges are not included in the rate. They appear separately in the "fees" field.

6.1.3 Taxes, fees and charges on air transport vary permanently and may change after the date of issue of your ticket. If there is an increase in a tax, fee or charge indicated on the ticket, the passenger must pay it. Invariably, if there is a reduction or elimination of a fee, tax or other charges, paid in advance by the passenger, at the time of issue and which did not apply at the time of purchase, the passenger may be refunded the respective amount, upon proof of purchase.

6.1.4 The carrier may refuse to perform the carriage if the applicable fare has not been paid and/or the ticket is in an irregular situation (e.g. *black list*).

6.1.5 The carrier also reserves the right to refuse carriage to any person who has purchased a ticket in violation of the laws, regulations and rules applicable to the case, including internal regulations;

6.1.6 The fees or taxes charged by TACV-Cabo Verde Airlines on the ticket(s) refer to amounts related to the payment of government fees, taxes, airport fees or any other amount that has the characteristics of passing on to public entities, when they are due by the purchaser of the ticket and collected through the carrier;

6.1.7 The amounts of the fees referred to in number 6.1.2 above shall be presented to the purchaser of the ticket in an individualized, clear and detailed manner, without prejudice to the resolutions and practices recommended by IATA - International Association of Air Carriers, regarding the issuance of air transport tickets.

Article 7 - Issuance Fees charged by the Carrier

The Carrier may charge the Passenger Issue Fees for issuing the Ticket. The Issue Fees differ according to the type of journey, the Fare and the distribution channel of the Ticket. These Fees are in addition to the Tax Tariff. The Issue Fees charged by the Carrier, if applicable, are non-refundable, unless the Ticket is cancelled

due to an error by the Carrier. The Passenger is informed of the amount of the Issuance fee charged by the Carrier before the end of their Booking.

Article 8 - Optional/Extra Services

Cabo Verde Airlines (TACV) offers passengers several **optional services**, namely: preferred seat/seat, extra seat, additional baggage allowance or excess baggage, pet transport, special equipment transport, unaccompanied child service, among others.

8.1 The charge for the optional services provided by TACV is **dissociable from the air transport service and is not included in the air fare price**.

8.1.2 Depending on the type of fare, some services may be **included in the fare**, such as: free seat assignment, the right to checked baggage, and the possibility of changing or cancelling the ticket at no additional cost, according to the specific conditions of each fare.

Article 9 - Currency of payment

9.1 Fares excluding Taxes, Taxes and fees and commissions, are paid in the currency of the country in which the Ticket was purchased, unless the Carrier or its Authorised Agent specifies another currency when the Ticket is purchased or before (for example, due to the impossibility of converting the local currency). In addition, at its sole discretion, the Carrier may accept payments in another currency.

Note: Please be advised that **we do not accept cash payments**. Payments can be made through the following methods:

- a) VINT4 POS Machine
- b) ATM Reference
- c) Bank transfer
- d) VISA and MasterCard cards
- e) International payments via IFTHENPAY
- f) MB WAY

Article 10 - Reservation and Marketing Process

For the purposes of this "General Conditions of Carriage", the reservation and marketing process begins when the purchaser of the ticket informs the itinerary and the desired dates to TACV-Cabo Verde Airlines, through its distribution and sales channels, and ends with the payment for the air transport service.

10.1 During all phases of the booking and marketing process of TACV-Cabo Verde Airlines services, the fare expressed in a single value will be presented to the purchaser of the same, regardless of the marketing channel used, ensuring the possibility of direct comparison between the prices of the services available in the market.

10.1.2. Manifestly Incorrect Price/Tariff Error

The Carrier draws the Passenger's attention to the fact that any Fare errors may affect the price of the Booking. In accordance with applicable law, the Carrier may cancel any Booking in the event of a presentation error or technical error that makes the price of the Booking manifestly incorrect or derisory.

10.1.3. Requirements for booking

Bookings will only be confirmed once they have been registered in the Carrier's booking system. At the Passenger's request, the Carrier will provide confirmation of their Reservation.

10.1.4 The reservation request must be accompanied by some data that are essential for the proper fulfillment of the transport contract, such as: Gender; Name and, when applicable, last two surnames of the passenger; Nationality; Date of Birth; Type of Identification Document; Identification Document Number; Validity of the Identification Document; Telephone Number, (of the country of residence and when applicable, of the destination country); Email;

This data refers, in addition to the passenger's name and surname, the telephone contacts at the passenger's point of origin and destination, and the e-mail address, the name of TACV-Cabo Verde Airlines, place and date of issue, itinerary including all stopovers, time and date of service to be provided, except in cases where the ticket is opened, in accordance with the rules established by TACV-Cabo Verde Airlines.

10.1.5 The passenger will be contacted whenever necessary, especially in cases where there is a flight change.

10.1.6 TACV-Cabo Verde Airlines or its authorized agent will register your reservation request and, at the passenger's request, provide you with written confirmation of your reservation.

10.1.6. Some fares have conditions that limit or exclude your right to change or cancel reservations, after the ticket has been issued, in accordance with the provisions of Article 4, the passenger must be informed, in writing or verbally, at the time of purchase of these limitations. However, the passenger, in his interest, can always inquire at the TACV-Cabo Verde Airlines counters, the company's website in www.caboverdeairlines.com, or with an authorized agent.

Article 11 - Personal Data

The personal data that a passenger provides to TACV-Cabo Verde Airlines or an authorized agent will be treated in accordance with the data protection policy in force and serves to:

- a) Make a reservation;
- b) Issue a ticket and obtain related services;
- c) To be contacted by the services of TACV-Cabo Verde Airlines whenever necessary;
- d) Be used in the development and provision of services;
- e) To facilitate emigration and entry procedures;
- f) To make such data available to Government entities when requested from TACV-Cabo Verde Airlines;
- g) Facilitate contact in case of emergency.

11.1 For such purposes, you authorise TACV to retain and use such data and to transmit it to its offices, subsidiaries and authorised agents, government departments, other carriers or providers of the above-mentioned services, as well as credit card management institutions and data processors collaborating with or working for TACV.

11.1.2 In accordance with internationally applicable laws and regulations, the Carrier is also obliged to make personal data available to authorised domestic or foreign authorities (e.g. customs, police, immigration, etc.), in particular for the purpose of preventing and combating terrorism or other crimes.

11.1.3 TACV-Cabo Verde Airlines will verify all transactions to prevent fraud and any type of abuse, will use, to do so, internal and external sources with the customer's authorization and the customer accepts that we also verify clearly identifiable technical functionalities to do so.

Article 12 - Contact in the Reserve

The Passenger must provide the Carrier with a mobile phone number or email address at which they can be contacted at the time of the Booking or, at the latest, at the time of check-in. When the Booking is made by an Authorised Agent, the Passenger accepts that this information will be communicated by the Authorised Agent to the Carrier. The Passenger is informed that, if this information has not been communicated to the Carrier, they will not be able to benefit from their right to information in the event of flight irregularities.

12.1 In the event of a flight irregularity, TACV-Cabo Verde Airlines is obliged to inform its passengers in a timely manner. To this end, TACV-Cabo Verde Airlines requests the inclusion of a passenger contact in the reservation, either telephone or email address; according to IATA Resolution 830d, the agent is required to enter the passenger's contact in the booking; if the passenger does not inform the contact, the information of refusal by the passenger must be inserted in the reservation;

12.1.2 TACV-Cabo Verde Airlines has automatic notification services, through SMS or e-mail, in order to improve communication with its customers. To take advantage of this facility, the passenger must provide their mobile phone contact and e-mail address at the time of booking, thus being able to have, at any time, useful information about the status of their flight, namely, changes in flight schedule and reaccommodations, change of boarding gate, notification of the opening of check-in, all for a better travel experience.

Article 13 - Time limit for issuing the ticket

13.1 If you do not pay for the ticket before the time limit for doing so, designated by TACV-Cabo Verde Airlines or an authorized agent, your reservation may be canceled without prior notice. The passenger must find out about the period available to pay for and issue his ticket.

13.1.2. Subject to applicable time limits, TACV-Cabo Verde Airlines allows you to:

a) Keep, for 48 hours, a reservation made in the company's "Customer Service", Shop, www.caboverdeairlines.com website, and authorized agents, upon payment of a fee for the "*Time to Think*" service; The amount paid for this service is non-refundable;

b) It is allowed to cancel your reservation after the ticket has been issued without penalty as long as you do so on the same day (until 11:59 pm), if you have made the purchase at the company's counters or authorized agent;

c) For bookings made less than 24 hours before the departure time of the intended flight, it is mandatory to issue the respective ticket automatically;

Note: Applicable only to tickets purchased on the official TACV website (IBE/WEB). Changes of name, date or time are allowed, as well as the cancellation of duplicate services or extra bags and requests for refunds due to regret, without penalty, as long as they are requested by 11:59 pm on the same day of purchase. After this period, the current tariff rules apply. If the request is submitted by e-mail, the date of receipt is considered as a reference, as long as it coincides with the date of purchase.

Article 14 - Seats

14.1 Preferred seats can be purchased at the time of booking or later up to 4 hours before the departure of the flight, upon payment of the advance seat purchase service. Pre-reservation of seats is permitted free of charge in accordance with the fare conditions.

14.1.2. At the time of check-in, in person or online, a seat will be automatically assigned and randomly assigned at no charge. If you do not accept it and wish to change it, depending on the type of fare, this change may incur charges;

14.1.3 TACV-Cabo Verde Airlines reserves the right, at any time and even after boarding, to assign or reassign seats, for safety reasons.

14.1.4. To occupy an emergency exit seat, safety procedures require the passenger:

- a) Be willing to assist in an evacuation;
- b) Be able to operate the exit door and assist other passengers;
- c) Be 15 years old or older.
- d) An emergency exit row seat is not permitted if the passenger:
- e) Travelling accompanied by a child under 15 years of age or a passenger in need of assistance;
- f) Need corrective devices in addition to glasses or contact lenses;
- g) Require additional assistance beyond hearing aids to hear and understand verbal instructions;
- h) Cannot read or understand the exit instructions or the crew member's instructions in Portuguese or English;
- i) Have a physical or medical condition that may prevent you or cause risk to yourself or others during an evacuation.

Article 15 - Special Assistance

15.1 The carriage of unaccompanied children, Passengers with Reduced Mobility, persons with illnesses or any other persons requiring special assistance may be subject to special arrangements.

The Passenger is advised to inform the Carrier of their disability or any need for special assistance when making the Booking. If the request for special assistance is made after the Booking has been made or, in accordance with the applicable regulations, less than 48 hours before departure, the Carrier will of course do its best to comply with the request in accordance with the applicable regulations, taking into account, in particular, the deadline and the specificities of the assistance requested. The special arrangements relating to the carriage of persons as referred to are available, upon request, from the Carrier, its Authorised Agents and on the TACV-CABO VERDE AIRLINES website.

15.1.2. If the Passenger wishes for a special meal, they must confirm its availability when making a Reservation (or changing a Reservation) or at least 48 hours before the date of departure of the flight. Otherwise, the Carrier cannot guarantee the availability of this special meal on board the flight in question.

15.1.3. If the Passenger has a medical history or a specific medical condition, it is the responsibility of the Passenger to consult a doctor before travelling, particularly on a long-haul flight, and to take all necessary precautions to ensure that the flight runs smoothly.

Article 16 - Reconfirmation and Cancellation of Reservations

Your reservation will only be considered **confirmed** when the ticket number, date and time of the flight, **class of service and the status of the confirmed reservation** are duly registered on the ticket by **Cabo Verde Airlines (TACV)** or its authorized agent.

16.1.1 As a general rule, **it is not necessary to reconfirm your booking** for TACV flights.

16.1.2. If the passenger **does not wish to travel**, he must **cancel his reservation in advance**:
For domestic and international flights **except the USA**: at least **24 hours** before the flight's departure time.

For flights between **Cape Verde and the United States of America**: at least **72 hours in advance**.

Note: The right to a refund depends on the fare purchased, according to the conditions applicable to the ticket. Early cancellation avoids no-show penalties and maintains the possibility of a refund according to the chosen rate or change.

16.1.3 The passenger must inquire with the **other carriers** involved in their journey about the need for reconfirmation. When required, you must reconfirm your reservations with the carrier whose **code appears on the ticket** for the flight in question.

Article 17 - Absence or delay of the passenger to boarding (*Noshown*)

17.1 Under the terms of the carrier's regulations, a penalty may be applied to the passenger who **do not use the place for which the reservation and ticketing were made**, if it requests the **Ticket reuse**, provided that the applicable tariff regulation allows it.

17.1.2 Passengers who do not show up at the *Check-in* at the scheduled time, not presenting the necessary documents, and or arriving late at the boarding for which the reservation was made and the respective ticket issued, is now considered by TACV-Cabo Verde Airlines as "*At the show*" and may lose the ticket or be

subject to the applicable penalty based on the fare regulations purchased. You can check the fare rules at the TACV-Cabo Verde Airlines counters, the company's website www.caboverdeairlines.com and authorized agents.

Article 18 - On-board Services

The Carrier will use reasonable efforts to meet the needs of passengers in relation to services on board the aircraft. The update of the in-flight services provided by the company can be consulted on the website at [In-flight services - Cabo Verde Airlines](#).

For safety reasons or if it is beyond its control, the carrier may not meet the passenger's needs.

Article 19 – Travel Document, *Check-in* and Boarding

19.1 Travel document

The passenger (adult, infant or child) must travel in possession of travel documents and electronic ticket.

19.1.2 The passenger is responsible for respecting all laws, regulations, orders, demands and requirements of each country to be visited, even if in transit.

19.1.3 The passenger's identification document must be valid and contain the respective photograph, where applicable. Passengers must fully identify themselves at the time of the *Check-in* and boarding, by verifying an identity document and the name on the ticket or boarding pass.

Legal identification documents, when original and valid, are those indicated in CV-CAR 12 of March 25, 2019, which defines procedures for the identification of national and foreign passengers boarding domestic and international flights, at national aerodromes, namely:

- a) National or foreign, ordinary, service or diplomatic passport;
- b) United Nations passport;
- c) National citizen identity card;
- d) Magistrate's identification card;
- e) Military identity card;
- f) Police identity card;
- g) Identification card of the Judiciary Police personnel;
- h) National driving license;
- i) Professional cards issued by national Orders;
- j) Residence card of a foreign citizen issued by the entity responsible for emigration and borders;
- k) The Personal Card or birth certificate, in the case of minors
- l) National Identification Card

Travel originating outside the national territory applies to the country's legislation.

19.1.4 Prior to travel, you must present TACV-Cabo Verde Airlines with all exit, entry, health and other documents required by law, regulation, decision or other rules of the countries involved and you must allow TACV to make and retain copies thereof.

19.1.5. Under no circumstances shall TACV-Cabo Verde Airlines be liable to any passenger for obtaining the necessary documents or complying with the laws, regulations, orders, obligations, requirements or instructions given, nor for the consequences for the same, derived from the failure to obtain these documents or from the failure to comply with these laws, regulations, orders, obligations, requirements or instructions.

19.1.6 The passenger is solely responsible for obtaining, having in his possession and presenting, whenever requested, by TACV-Cabo Verde Airlines or competent entities, the entry, exit, medical and other documents, required by laws, regulations, orders, obligations or requirements of the countries from and to which he travels.

19.1.7 TACV-Cabo Verde Airlines, within the scope of its competence as carrier, reserves the right to refuse carriage to any passenger who does not comply with or whose documents do not appear to comply with these laws, regulations, orders, obligations or requirements.

19.1.8 TACV-Cabo Verde Airlines, within the scope of its competence, reserves the right, in accordance with Article 8, to refuse carriage if a passenger does not comply with the applicable laws and regulations, if the Carrier has evidence as to the invalidity of the documents presented, or the passenger does not allow the Carrier to make and retain copies of any relevant documents or other data contained in the documents.

19.1.9 TACV shall not be liable for losses or expenses incurred by passengers who do not comply with the provisions of this article.

19.1.10 TACV-Cabo Verde Airlines, within the scope of its competence, shall ensure that the identity of each passenger wishing to board a flight is verified at the check-in and at the boarding gate. When there is a discrepancy, the passenger will not be accepted or boarded, until the situation is clarified and regularized.

19.1.11 TACV-Cabo Verde Airlines, within the scope of its competence, may validly refuse to transport the Passenger, without any liability for it, when the Passenger does not fully identify himself or does not have all the documents necessary for the trip. A photocopy of the documents required for the trip will not be accepted. Only original documents will be accepted.

Article 20 – Refusal of Entry – Entry and Exit Regulations

20.1 The laws and regulations in force in the territory of each Contracting State relating to the entry or exit by air of passengers, crew or cargo (such as entry, clearance, immigration, passports, customs and quarantine regulations) shall be complied with by passengers, crew or persons interested in the cargo, or their representatives, both on arrival and departure or while remaining in the territory of that State, under the terms and conditions of Annex 9 to the Chicago Convention.

20.1.2 The fare or ticket charged for carriage to the point where a passenger is denied entry will not be refunded.

20.1.3. For security reasons, the flight commander and/or the police/escort may retain the passenger's travel documents in their custody during the flight to their point of origin or another place where their entry is permitted.

Article 21 – *Check-in*

21.1 The check-in deadline depends on the type of operation, ranging from three (03:00) to four (04:00) hours before the published time of your flight, depending on the destination. TACV-Cabo Verde Airlines recommends that you inform yourself about them and comply with them. For a smooth journey, the passenger should arrive at the airport with sufficient time to complete boarding registration procedures and government formalities.

21.1.2 TACV, within the scope of its competence, reserves the right to cancel your reservations, at the risk of missing the flight, if you do not comply with the registration deadlines indicated. You will be informed of the registration deadlines at the time of payment and issuance of your ticket.

21.1.3 Passengers who do not show up at the counter of the *Check-in* At the scheduled time, you will be denied boarding and the fare regulations will be applied.

21.1.4. Regarding subsequent flights, in which you travel with separate tickets, you should inform yourself about the respective check-in deadlines that, for TACV-Cabo Verde Airlines flights, can be obtained through its services or its authorized agents.

Article 22 – Boarding

22.1 The passenger must present himself at the boarding gate, until the deadline indicated by TACV-Cabo Verde Airlines at the time of registration ("*Check-in*").

22.1.1 Boarding closes 15 minutes before the scheduled departure time;

22.1.2 TACV-Cabo Verde Airlines may cancel the space reserved for you if you do not arrive at the boarding gate on time.

22.1.3 TACV-Cabo Verde Airlines shall not be liable for any losses or expenses due to the passenger's failure to comply with the provisions of this article.

Article 23 – Refusal and Limitation of Carriage

23.1 Right to Refuse Carriage

23.1.2 TACV-Cabo Verde Airlines may, under the terms and conditions of paragraph 1 of article 5 of Decree-Law No. 52/2006 of 20 November, refuse or suspend the carriage and continuation of the carriage of a passenger or their baggage, if it considers that:

- (a) their conduct on board endangers the aircraft or any person on board it;
- (b) their conduct prevents the crew from fulfilling their obligations;
- c) Fails to comply with the instructions of the crew, namely those regarding smoking and the consumption of alcohol or drugs;
- (d) behave in a manner that causes discomfort, damage or injury to other passengers or crew;
- e) You have behaved incorrectly on a previous flight and may repeat such behaviour;
- (f) has verbally insulted or threatened or behaved in a threatening, abusive, insulting or disorderly manner towards ground staff or crew members;
- (g) your mental or physical state, including your impairment by alcohol or narcotic drugs, poses a danger or risk to yourself, other passengers and crew members or property;
- (h) Your refusal is necessary in order to comply with any laws, regulations and orders applicable in any country or state from or to which you travel or overfly. and the carriage of you or your baggage is likely to endanger or affect the safety, health or seriously affect the comfort of other passengers or crew members;
- i) Refuses to submit to the security check deemed necessary for his/her person or baggage;
- j) Failed to pay the ticket price, taxes, supplements or other charges;
- k) Has presented a ticket that is not valid, that has been illegally acquired, purchased or issued by an entity other than TACV- Cabo Verde Airlines or an authorized agent or a ticket that has been reported as lost or stolen, counterfeit, torn, mutilated, damaged or with alterations that have not been made by TACV or by an agent or in relation to which it cannot prove that it is the person indicated on it;
- l) Has not complied with the requirements set out in paragraph 3.4 above regarding the use and sequence of the receipts;
- (m) does not have valid travel documents, seeks to destroy them during the flight or refuses to hand over the travel documents to the crew, against receipt, if requested;
- n) Cannot prove at check-in or boarding that you are the passenger holding the ticket on whose behalf the reservation was made;
- o) Failed to comply with the safety instructions of our ground staff or crew members;
- p) Failed to comply with the carrier's safety instructions or the provisions of the company's internal regulations;
- q) Carries unauthorised baggage;
- r) Has made a bomb threat;

(t) the immigration department of the country to which you are travelling or of the country where you have made a stopover has communicated, orally or in writing, that it does not authorise you to enter that country, even if you have or appear to have valid documents;

v) If you are notified in writing by TACV and/or aeronautical entity that you will never be transported on TACV flights again;

(w) when at check-in or boarding, the passenger requires special assistance which was not requested at the time of booking the trip, or in accordance with the applicable regulations, at least 48 hours before the departure time in accordance with Article 8.2 and which the carrier is unable to provide;

x) The passenger holding a reduced fare ticket or fare subject to special conditions is unable to provide supporting data for the attribution of the same and who refuses to pay the fare difference;

23.1.3 The aircraft master or carrier may take all measures deemed necessary and reasonable to avoid further consequences arising from such forms of behaviour.

23.1.4 The captain of the aircraft exercises authority over the persons and property on board. To maintain discipline on board, you can take the following steps:

a) Preventing the boarding of a passenger who is intoxicated, under the action of narcotics or a substance that determines chemical dependence;

b) Preventing the boarding of a passenger who presents himself in attire that violates the principles of public order;

c) Disembarking, at the first stop, the passenger who finds himself in the situations referred to in the items above, who becomes inconvenient and annoys other passengers, refuses to obey the instructions given by the crew, compromises good order or discipline and endangers the safety of the aircraft, people or property on board.

23.1.5. For safety reasons, the use of all types of electronic equipment during take-off and landing of the aircraft is prohibited. The use of "*walk-talk*" is not allowed throughout the flight. The use of other electronic equipment is only permitted with the consent of the crew members.

Article 24 – Special Assistance and Persons with Reduced Mobility

Unaccompanied minors, people with reduced mobility (**permanent or temporary**), people with disabilities, **passengers with** special needs, illness **or** pregnancy **will only be accepted for carriage** upon compliance with TACV-Cabo Verde Airlines rules **and prior authorization** from the carrier.

24.1 Special Needs and Services

Under **Decree-Law No. 27/2015, of 6 May**, and **Decree-Law No. 2/2017, of 18 January**, TACV-Cabo Verde Airlines, or its authorized agents, **may not refuse passengers based on disability or reduced mobility**.

Special services are services provided to passengers according to their individual needs or requirements.

24.1.2. Conditions of acceptance and carriage

- a) The reservation will only be accepted for a flight **whose departure airport is covered by these GTC**;
- b) The carriage of a person with a disability or reduced mobility shall be authorised provided that the passenger has a **valid ticket and reservation**;
- c) If the passenger informs **TACV in advance** of any special requirement or need when booking or issuing the ticket, it will be met **upon evaluation and prior agreement** of the carrier;
- e) All **non-autonomous** passengers must **declare their assistance needs** at the time of booking, or at least 48 hours in advance before the flight departure date.
- f) In addition to medical equipment, TACV may carry only one piece **of mobility equipment** per person with disabilities or reduced mobility, including **electric wheelchairs, subject to the conditions set out below**:
 - a) Limitations of space on board;
 - b) **Dangerous Goods Legislation**.

In everything that is not provided for in these terms and CGT, **Decree-Law No. 27/2015 of May 6, amended by Decree-Law No. 02/2017 of January 18** in Cape Verde and the regulation of the destination country apply.

24.1.3 – Classification and coding of PRM

MEDA – Medical case. Authorization and/or medical follow-up may be required. It is not applicable to passengers who only require special assistance at the airport and during boarding and disembarking operations. It applies, preferably, to the following passengers: injured, in casts, people who need oxygen during the flight, newborns in incubators, etc.;

STCR – Passengers transported on stretchers;

Procedures:

- a) Pre-order. The transport of passengers on a stretcher (STCR) must be requested at least in advance, to allow adequate preparation of the flight;
- b) Medical approval is mandatory to present a medical certificate, indicating the passenger's condition and confirming that air transport is safe. The company reserves the right to refuse carriage if there is a risk to the safety of the passenger or crew;
- c) Equipment and assistance TACV provides a stretcher and appropriate safety equipment;

- d) A companion or medical assistant may be required, depending on the passenger's condition;
- e) Liability TACV guarantees safe transportation, but is not responsible for aggravation of the undeclared medical condition or for the passenger's inability to comply with safety instructions;
- f) Pricing conditions may incur additional costs or the need for special coordination with the medical department.

WCHR – Wheelchair – R for ramp. The passenger can go up and down stairs and walk to and from his seat, but needs a wheelchair to move over longer distances (by means of a ramp, the boarding bridge, etc.);

WCHS – Wheelchair – S for steps. The passenger cannot go up or down stairs, but can walk to and from his seat, but needs a wheelchair to move longer distances (by means of a ramp, boarding bridge, etc.). (a) it shall require appropriate equipment for embarkation or disembarkation when the aircraft is parked on the ramp;

WCHC – Wheelchair – C for cabin seat. The passenger who cannot move. Requires a wheelchair to move to and from the aircraft and to their seat and adequate equipment to board and disembark when the aircraft is parked on the ramp;

WCBD – Dry battery powered wheelchair;

WCBW – Wet Battery Powered Wheelchair;

MAAS – (*meet and assist*) – Passengers who require special individual attention during boarding and disembarking operations that is not normally dispensed to other passengers. They are the following: pregnant women, breastfeeding women, convalescents, the elderly, people accompanied by children, etc.;

BLND – Visually impaired passenger (may be accompanied by an animal, a dog trained to help him);

DEAF – Passenger with hearing impairment (may be accompanied by a dog trained to help him);

INF – Infant;

OXYG – Oxygen for passengers travelling, both seated and stretchered, who require oxygen during the flight.

Article 25 – Transport of babies and children

- a) For the purposes of international air transport service, a minor is considered to be a person who has not reached the age of 12 on the date of the flight.
- b) For health reasons, air travel is not recommended for newborns under 7 days of age;
- c) Passengers up to and including 23 months are considered infants and pay 10% of the adult fare;

- d) Children under the age of two (2 years) must travel on the lap of their parents or the person accompanying them, and are not entitled to a seat;
- e) The mandatory presentation of a valid identity document also applies to minors (birth certificate, personal card, CNI or passport on domestic flights);
- f) An adult may take care of a maximum of one infant under 2 years of age;
- g) Children, passengers between the ages of two (2) and before the age of twelve (12), pay 75% of the adult fare for international carriage.

Article 26 – Carriage of Unaccompanied Minors

- a) *Child (CHD)* children between the ages of five (5) and twelve (12) years of age, inclusive of the date of return, may be accepted to travel unaccompanied, subject to confirmation and authorization by TACV-Cabo Verde Airlines;
- b) Young Passengers, aged between 12-17 years, may be accepted as a "*Youth Passenger (YP)*" on request, applying the same procedures as for unaccompanied children;
- c) Parents/guardians should not leave the facilities of the departure airport until confirmation that the flight has departed;
- d) At the destination, the carrier will only deliver the minor to the person previously indicated in the process of acceptance of the minor at the origin of the trip, upon presentation of identification documentation;
- e) For the carriage of unaccompanied minors, a service fee is charged depending on the route. The passenger must request information at the TACV-Cabo Verde Airlines counters, www.caboverdeairlines.com website or from an authorized agent, when requesting the service;
- f) You should find out at the TACV-Cabo Verde Airlines counters, www.caboverdeairlines.com website or one of the authorized agents of the requirements and documents necessary for the acceptance of an unaccompanied minor;
- g) If the child does not meet the conditions required in this article, the child may be denied boarding by TACV-Cabo Verde Airlines;
- h) Unaccompanied minors are not allowed to carry excess baggage, nor extra items as checked baggage, as well as animals as hand luggage;
- i) Unaccompanied minors must keep their hand luggage as little as possible, with identification and contact information in or on the luggage, and the same identification and contact rule applies to checked/checked baggage;

26.1 Entry and exit of minors

The entry and exit of minors under 16 years of age is refused, based on **Law No. 72/X/2026 of April 22** and the **Civil Aviation Regulation of March 25, 2019 – Amended and Republished the CAR CV 12, on Civil Aviation Security of April 8, 2015**, when unaccompanied by the person who exercises parental authority over them or written authorization is not presented, with the notarization of the signature by the notary or by the consular services of Cape Verde, granted for this purpose by that person or when in national territory there is no one responsible for their stay.

Article 27 – Transport of Pregnant Women

27.1 For safety reasons and to avoid damage to health, the carriage of pregnant women is subject to the following conditions:

- a) The company accepts the transport of pregnant women without presenting a medical certificate up to the first 32 weeks of gestation, and may be required to present the pregnancy card, proof of the time of gestation. From 32 to 36 weeks (inclusive) the pregnant woman who intends to travel must request, in advance, from her obstetrician a medical certificate attesting that she is fit to travel by air, indicating the estimated date of birth of the baby and specifying the origin, destination and dates of departure and arrival. The passenger will have to sign a Term of Responsibility at the time of acceptance at *check-in*.
- b) TACV will not, under any circumstances, accept the transport of a pregnant woman during the last four weeks of pregnancy.
- c) At the time of your evacuation, in case of emergency, TACV-Cabo Verde Airlines reserves the right to require you to present the "MEDIF" (*Medical Information Form*), authenticated by the hospital and/or your doctor.

Cabo Verde Airlines does not accept passengers who are more than 36 weeks pregnant, except for medical reasons. In these cases, the pregnant woman is obliged to be accompanied by her obstetrician

The above provisions also apply in relation to the date of a return flight that may be scheduled.

Article 28 - Transport of the Sick and/or Sick

The Passenger's health is the responsibility of the Passenger. When a passenger has any type of illness, TACV-Cabo Verde Airlines may transport them as long as the passenger assumes responsibility for any effect that the flight may have on their state of health. There are certain conditions or illnesses that require written authorization for air travel from the passenger's physician to ensure that the passenger's health will not be affected during all phases of the flight, up to disembarkation.

It is mandatory to fill out the MEDIF (*Medical Information Form*) form, in relation to certain medical conditions and when the passenger is not in perfect health.

It is the passenger's responsibility to document or include in the reservation the information of the special services. TACV-Cabo Verde Airlines is not responsible for not being able to provide special services, if the

information on the need for these services is not properly documented in the format established for this purpose (Special Services Request "SSR").

Article 29 – Baggage

Baggage shall be considered to be articles, objects and other personal effects of a passenger as necessary or appropriate for dressing, use, comfort or convenience in connection with their journey. Unless otherwise specified, this covers both carry-on and checked baggage. Work tools or instruments related to the Passenger's trade or profession may be included within the baggage, provided that it is a reasonable amount. As far as possible, baggage must be carried on the same flight as the owner/passenger. All baggage must be delivered by the Passenger to the carrier, in due course at the counter reserved for the carrier, at the airports.

Baggage security at TACV-Cabo Verde Airlines is governed by the applicable aeronautical legislation, namely the **Civil Aviation Regulation of March 25, 2019 – Amended and Republished the CAR CV 12**, on Civil Aviation Security of April 8, 2015.

29.1 Unchecked Baggage

29.1.1. Based on the type of fare, the passenger is allowed to carry, in the cabin, 1 or 2 carry-on baggage;

29.1.2. Carry-on Baggage

- a) The hand baggage allowance applies per passenger and is included in the ticket. Their weight and dimensions may vary depending on the destination and type of flight, and the passenger must respect the limits indicated on their ticket or in the reservation.
- b) For Cabo Verde Airlines (TACV) flights:
 - a. Flights to Europe: 1 piece of hand luggage with a maximum weight of 8 kg;
 - b. Flights to the United States: 1 piece of carry-on baggage with a maximum weight of 08 kg;
 - c. Flights to Brazil: 1 piece of hand luggage with a maximum weight of 10 kg.
- c) TACV reserves the right to deny boarding of baggage that exceeds the permitted limits, and an additional fee may be charged for the transportation of excess baggage or directing the baggage to the hold, according to the tariff regulation.
- d) To avoid embarrassment, passengers are advised to check the excess applicable to their flight in advance on the ticket, through the sales channels or with authorised agents.

29.1.3. If the limits set forth in articles 29.1.1 and 29.1.2 are exceeded, TACV-Cabo Verde Airlines reserves the right to charge you for excess baggage or extra pieces, subject to availability of weight and space;

29.1.4. The objects carried in your carry-on baggage must be properly conditioned and packed, in accordance with the standards and rules of civil aviation;

29.1.5. Objects that cannot be transported will not be accepted in the cabin, and must be transported as checked baggage and charged separately, subject to availability of weight and space, except in the cases provided for in the carrier's rules or when the carrier has issued an express authorization.

29.1.6 The carrier may take measures to make restrictions on the carriage of hand baggage effective.

29.1.7 Your baggage must not contain items classified as dangerous for air transport, as well as the restrictions and special instructions for the transport of weapons, dealt with in specific legislation.

29.1.8. Items that should only be carried in hand baggage:

- a) Personal and necessary medicines during your trip, with a medical prescription;
- b) Electronic equipment: laptop, tablet, telephone, electronic agenda, playstation, CD player, and other similar;
- c) Cash, checks, credit card;
- d) Documents and securities of value, commercial documents;
- e) Passports and other identification documents;
- f) Jewelry and precious metals or similar;
- g) Fragile or perishable objects.

29.1.9. Transport of Firearms and Ammunition

The carriage of firearms and ammunition on board Cabo Verde Airlines (TACV) aircraft is strictly regulated and is only allowed when authorized and duly documented, in accordance with the applicable legislation of the country of origin, destination and transit.

29.1.10. Mandatory procedures for transportation:

- a) The passenger must notify TACV or the authorized agent in advance at the time of booking;
- b) Must present valid legal authorizations for the transport of firearms and ammunition, as required by the competent authorities;
- c) Weapons must be carried in the hold of the aircraft, properly packed and locked, without loaded ammunition;
- d) Ammunition must be packed separately in accordance with the Dangerous Goods regulations.
- e) The transport of weapons is not allowed in carry-on baggage, nor can weapons or ammunition be transported without the express authorization of TACV and the competent authorities.
- f) TACV is not responsible for any legal infractions resulting from the improper transport of weapons or ammunition by the passenger.

29.1.11. For details on quantities, packaging and documentation, passengers should consult:

- a. The TACV counter at the airport;
- a. The company's official website (www.caboverdeairlines.com);
- b. Authorized Agents.

Note: The carriage of articles likely to endanger the aircraft or persons or property on board it is prohibited, such as those specified in the regulations and standards for the Safe Air Transport of Dangerous Goods, CV-CAR No. 18 of July 6, 2015 and the International Civil Aviation Organization (ICAO).

29.1.12. Checked baggage

- a) When you drop off the baggage you wish to check, it will be in the custody of TACV-Cabo Verde Airlines and the passenger will be issued with a baggage tag for each checked bag, intended to identify the weight and number of checked packages.
- b) Each checked baggage must bear a personal identification tag with at least your name and address and be properly closed, in order to ensure safe transport.
- c) Unless, for reasons beyond the control of TACV-Cabo Verde Airlines, your checked baggage, whenever possible, will be carried on the same flight as the passenger. If you are carried on another flight, your checked baggage will be delivered to you, unless applicable law requires you to be present for customs purposes.
- d) Your baggage must not contain items classified as dangerous for air transport, as well as the restrictions and special instructions for the transport of weapons, dealt with in specific legislation.
- e) Objects not suitable for carriage in the unchecked baggage compartment or cabin baggage, namely fragile musical instruments and which do not comply with the requirements of the paragraph above, will only be accepted for carriage in the cabin if TACV-Cabo Verde Airlines has been informed of this by the passenger in advance and has consented to their carriage. The passenger may have to pay an extra fee for this service.
- f) TACV- Cabo Verde Airlines reserves the right not to accept baggage that presents damage.

29.1.13. Baggage allowance

The amount of checked baggage you can carry free of charge is indicated on your e-ticket and travel itinerary.

The baggage allowance concept used by TACV-Cabo Verde Airlines corresponds to the volume system (*Piece Concept*).

Based on the type of fare, each passenger, adult and child, is entitled to a certain baggage allowance; you should inquire at the TACV-Cabo Verde Airlines counters, the company's website in www.caboverdeairlines.com or at the authorized baggage allowance agents for each type of fare.

For children up to and including 23 months, TACV-Cabo Verde Airlines allows free transportation of up to 10 kg, maximum dimension of 55 height x 40 length x 20 width, of checked baggage;

The baggage allowance cannot be used for the carriage of live animals.

29.1.14. Excess baggage

The carriage of baggage in addition to the baggage allowance, the carriage of which is free of charge, is subject to the payment of an additional fee, which must be paid at the time of acceptance and check-in of the baggage.

The passenger will only be allowed to carry baggage in excess of his free allowance limit, if there is availability in the baggage compartment and on the flight, and some limitations may be imposed on the amount of excess baggage, including the total refusal of its carriage.

Excess baggage may be charged per kg, the passenger will have to pay the amount related to the transport of excess baggage, according to the rate stipulated by the carrier, charged per kg.

29.1.15. If the Piece Concept applies, excess baggage will be charged as:

- a) The number of pieces beyond the allowed;
- b) The size that exceeds the allowed measurements;
- c) The weight that exceeds the allowed;
- d) The combination of the above.

Note: At the request of the passenger, TACV-Cabo Verde Airlines or an authorized agent will inform the passenger of such fees.

Article 30 – Special Provisions United States and Brazil

30.1 Hand Baggage Allowance

- a) United States: each passenger can carry one piece of hand luggage up to 08 kg;
- b) Brazil: each passenger can carry one piece of hand luggage up to 10 kg;
- c) Baggage exceeding the limits must be carried as checked baggage, subject to additional fees.

30.1.2. Passenger Rights and Refunds

30.1.3. For flights to the USA, the rules of the United States Department of Transportation (CFR 14 DOT) apply:

- a) Rights in the event of overbooking, cancellations or significant delays;
- b) Deadlines and methods for reimbursement of tickets and optional services.

30.1.4. For flights to Brazil, ANAC rules (Resolution 400/2016) apply:

- a) Rights to assistance in the event of delay or cancellation (food, accommodation, transport);

- b) Limits of liability for checked and carry-on baggage;
- c) Complaint and refund procedures.

30.1.5. Transport of Weapons and Dangerous Goods

For flights to the USA:

- a) Transportation of firearms and ammunition strictly regulated by the TSA and FAA;
- b) Prior authorization and compliance with packaging standards are mandatory;
- c) Weapons transported in the hold, without loaded ammunition; ammunition packed separately.

For flights to Brazil:

- a) Transportation of weapons and ammunition subject to ANAC regulation and Brazilian legislation;
- b) Passengers must comply with declaration and packaging procedures.

Note: TACV is not responsible for legal infractions arising from improper transportation.

Article 31 – Miscellaneous Equipment

Sporting goods and musical instruments that TACV-Cabo Verde Airlines accepts as checked baggage must be properly packed and the passenger must complete the respective transport declaration, and are subject to an additional service charge that must be paid at the time of purchase or at the time of check-in. For information on accepted equipment and fees, the passenger should contact TACV-Cabo Verde Airlines, the Authorized Agent or consult the company's website www.caboverdeairlines.com.

Article 32 – Musical Instruments, Articles of Work or Art

All material must be covered by a special material that is sufficiently resistant to withstand normal handling of transport. If the passenger wishes to carry as hand baggage a musical instrument, article of art or work, the dimensions of which do not allow the placement of said instrument in the hand baggage compartment, located in the upper part of the seat, or if the passenger wishes to carry the instrument in a seat, he must pay the fare corresponding to said seat.

Article 33 – Right to carry out searches

For security reasons, your baggage will be subject to security control, through the x-ray machine, carried out by the competent authority, in order to ensure that prohibited or dangerous items are not loaded on board the aircraft. Your baggage may also be subject to a manual search, preferably in your presence, as an additional security measure or when the alert level of that airport so determines.

If you do not wish to agree to such a request, TACV-Cabo Verde Airlines may refuse to carry you and your baggage. In the event that a hand search or x-ray causes damage to your baggage, TACV-Cabo Verde Airlines will not be liable for such damage.

33.1 Items not acceptable as baggage

33.1.1. You must not include in your baggage:

Items likely to endanger the aircraft, persons or property carried, as specified in the TACV-Cabo Verde Airlines manuals, the carriage of which is prohibited by the applicable laws, regulations and decisions of any State, corresponding to the point of departure or destination and of the International Civil Aviation Organization (ICAO);

TACV-Cabo Verde Airlines will inform you, through its www.caboverdeairlines.com page, about the conditions for carrying prohibited items in baggage.

The owner of the baggage is liable for any damage caused to the air carrier or to any other carrier for non-compliance with the prohibitions set out in this article.

It is expressly forbidden to transport firearms, ammunition and other weapons as luggage, without the authorization of the authority.

33.1.2. Right to refuse carriage of baggage

- a) TACV-Cabo Verde Airlines refuses to accept for carriage any item that, in its reasonable understanding, is not properly and securely packed in appropriate packaging. At your request, TACV-Cabo Verde Airlines will inform you of unacceptable wrapping and packaging on board aircraft;
- b) TACV-Cabo Verde Airlines is not responsible for the custody of any refused baggage or item.
- c) TACV-Cabo Verde Airlines may deny boarding of any excess baggage that has not been paid for;
- d) TACV-Cabo Verde Airlines may refuse to transport live animals that do not meet travel conditions in accordance with the laws and regulations of the country of origin and/or transit and/or destination;
- e) TACV-Cabo Verde Airlines may deny boarding to passengers who contact *check-in* after the check-in deadline.

33.1.3 Collection and delivery of checked baggage

The passenger must collect his checked baggage as soon as it is available at his destination or at his place of interruption of the journey;

TACV- Cabo Verde Airlines accepts baggage collection upon presentation of the tag or an authorization duly signed by the holder.

33.1.4. Liquids

For a better understanding and up-to-date information on the conditions of the transport of liquids, the passenger should inquire at the TACV-Cabo Verde Airlines counters, the company's website in www.caboverdeairlines.com.

33.1.5. Animals

Live animals may be transported on commercial aircraft, in a compartment intended for the transport of baggage or in the cabin. All animals must carry a valid health certificate and international vaccination certificate issued by a veterinarian. For more information, see our services at the TACV-Cabo Verde Airlines counters and the company's website at www.caboverdeairlines.com.

Article 35 – Flight Irregularities (delays, cancellation, denied boarding, anticipation and interruption)

35.1 Timings

35.1.1. The schedules, aircraft itineraries indicated on the tickets, timetables or any other means, may be subject to necessary changes, without prior notice, in the event of force majeure, and the carrier is exempt from liability, except to provide assistance to passengers, under the terms of the applicable legislation. In justifiable cases, the operator may, without prior notice, replace the aircraft with a third party, modify or suppress stopover points indicated on the ticket.

35.1.2. In the event of a replacement of the carrier operating the flight without prior information and if such replacement is not acceptable to the passenger, the passenger will be entitled to a refund or to board the first flight of the carrier on which there is a seat available in the class of service previously booked.

35.1.3 Before your booking is accepted, you will be informed of the scheduled flight time and it will be shown on your ticket. It may happen that TACV-Cabo Verde Airlines has to change the flight time after your ticket has been issued. You must provide a contact, at the origin and destination, in order to be informed of any change in schedule.

35.1.4. If, after purchasing your ticket, TACV-Cabo Verde Airlines makes a significant change to the scheduled flight time and that new time is not acceptable to you and if TACV-Cabo Verde Airlines is unable to make you a reservation on another flight acceptable to you, you will be entitled to a refund in accordance with paragraph 11.

Article 36 – Amendments to the Contract of Carriage

36.1 Flight delay

When you have reasonable grounds to predict that a flight will be delayed by two hours or more in relation to your scheduled time of departure, or that there will be a delay of the same period;

- a) The airline will ensure that the carriage of passengers and their baggage is carried out as punctually as possible. The flight schedules established may, for technical and/or operational reasons, be subject to change;
- b) TACV-Cabo Verde Airlines will take all necessary measures to avoid delays in your transport or that of your baggage. As part of such measures and to prevent the cancellation of a flight, you may, in

exceptional circumstances, use a flight operated on your behalf by another carrier and/or by another aircraft;

- c) The airline will endeavour to limit schedule changes to what is strictly necessary, informing passengers as soon as possible;
- d) In the event of a delay of your flight, with a single contract, TACV-Cabo Verde Airlines will implement all the provisions of the applicable regulations in accordance with local legislation.

Article 37 – Denied Boarding

It is the refusal to carry passengers on a flight, despite the fact that they have presented themselves at boarding (check-in) with a confirmed reservation for the flight, as established and with the advance notice indicated and written to them, including by electronic means, by the air carrier, the tour operator or by the authorized travel schedule, or up to 45 minutes before the published departure time in which no time is indicated, except where there are reasonable grounds for denied boarding, such as health, safety or lack of the necessary travel documentation.

If, due to a scheduled overbooking, the Carrier is unable to assign a seat to the Passenger, even if the Passenger has a confirmed Reservation, a valid Ticket and has checked in and arrived at boarding in accordance with the required times and conditions, the Carrier will compensate the Passenger in accordance with the terms provided for in the applicable regulations.

Article 38 – Change of class (*Upgrade/Downgrade*)

In the event that the passenger is placed in a higher class than that for which the ticket was purchased, the operating air carrier may not require any additional payment.

In the event that the passenger is placed in a lower class than that for which the ticket was purchased, the operating air carrier shall reimburse within seven days, by electronic bank transfer, bank payment orders, bank cheques or, with the written agreement of the passenger, by means of travel vouchers and/or other services, the difference in the value of the ticket, plus a compensation equivalent to 25% of the ticket value.

Article 39 – Cancellation of the flight

It is the failure to carry out a flight that was previously scheduled and in which at least one seat was reserved

In the event of cancellation of your flight, with a single contract, TACV-Cabo Verde Airlines will implement all the provisions of the applicable regulations in accordance with local legislation.

Article 40 – Anticipation of flight/Interruption of flight

When a flight commences before the fixed time and for this reason the passenger is unable to board, even if he was at the disposal of the carrier at the scheduled time.

40.1 Ticket change

40.1.1. When the passenger requests a change in the original itinerary of the trip, before or after its beginning, within the validity period of his ticket, the issuing company must replace the ticket, and may make adjustments to fares and fees or exchange variations that occur during the period of its validity;

40.1.2 The request for cancellation or change can be made through the TACV-Cabo Verde Airlines counters and Call Center service, next to the TACV-Cabo Verde Airlines counters, the company's website in www.caboverdeairlines.com and authorized agents.

Article 41 – Refunds

41.1 General

41.1.1. Subject to the applicable fare rules or "Fares" in force at TACV-Cabo Verde Airlines, the refund of a ticket or any unused portion thereof, as well as any taxes, fees and charges will be made as follows:

- a) To the person designated on the ticket;
- b) If a ticket has been paid for by a person other than the passenger named on it and the ticket indicates the existence of a refund restriction, the refund will be due only to the person who paid for it (*sponsor*) or to someone indicated by him.
- c) The refund may be made in the same way and in the same currency used to pay for the ticket.

41.1.2. Voluntary refunds - When the initiative or request comes from the passenger.

41.1.3. Involuntary reimbursements - Occurs when the conditions described in article 35 are met.

41.1.4. Refund of tickets purchased on the Internet (OTA – *Online Travel Agencies*); tickets purchased in e-commerce/online virtual travel agencies, which are not connected to the TACV-Cabo Verde Airlines website, will be managed and reimbursed by them;

41.1.5 Refunds and Credit Card Payments

- a) The right to reimbursement applies in the cases provided for by **Decree-Law No. 35/2006 of Cape Verde, Regulation 261/2004 of the EU**, and other applicable international standards, including cancellations made by the carrier.
- b) The refund will be made **to the same payment method used to purchase the ticket**, respecting the original currency of the payment.
- c) The amount to be refunded will be **calculated in accordance with the tariff regulations and the conditions of purchase**, and may include applicable deductions for changes or cancellations, when provided.

41.1.9. Refunds to Credit Cards

Refunds for tickets paid by credit card will be **credited only to the account used to purchase the ticket**.

The amount to be credited corresponds to the **same currency and amount as the initial payment**, and differences may occur **due to exchange rate variations** or fees applied by the card operator.

These conversion differences are **unrelated to TACV-Cabo Verde Airlines** and **do not constitute a reason for complaint** against the company.

Note: In accordance with U.S. Department of Transportation (DOT) regulations, 14 CFR § 259.5(b)(4), the Passenger is entitled to cancel the reservation **within 24 hours of purchase**, without penalty and with a full refund, provided that the flight is booked at least 7 days in advance. This rule applies to bookings made directly with Cabo Verde Airlines or through its authorised channels.

41.1.10. Right to refuse refund

TACV-Cabo Verde Airlines may refuse a refund when the request is submitted after the expiration of the validity period of the ticket.

41.1.11. Currency

In accordance with applicable laws, fares and charges may be paid in any currency accepted by TACV-Cabo Verde Airlines, unless another currency is indicated by TACV-Cabo Verde Airlines or applicable law. When payment is made in the country of departure, in a currency other than the currency where the fare is published, the exchange rate for that payment will be made according to the bank purchase rate decided by TACV-Cabo Verde Airlines on the day the ticket is issued.

41.1.12. Recipient of the refund

41.1.13. Except as otherwise provided in this Article, to the person in whose name the Ticket was issued, or to the person who paid for the Ticket, provided that documented proof of such payment is provided;

41.1.14. If a ticket has been paid for by a person other than the passenger indicated on it and there is **a refund restriction**, TACV – Cabo Verde Airlines will only refund the person who made the payment or someone expressly designated by him/her.

41.1.15. Refunds will only be made by the airline that originally issued the ticket.

Article 42 – Conduct on board

42.1.1. General

The conduct on board TACV aircraft is governed by the company's operational manuals.

42.1.2 Non-smoking flights

All TACV-Cabo Verde Airlines VR Flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft.

Article 43 – Additional Services (by third parties)

- a) If the provision of any services other than air transport to the passenger is dealt with by a third party or if a ticket or voucher is issued for transport or services (other than air transport) to be provided by a third party, such as hotel reservations or car rental without a driver, TACV-Cabo Verde Airlines will be acting only as an agent, and will not be responsible for the proper performance of such supplemental travel services.
- b) The terms and conditions of the third-party service provider shall be those applicable by the third-party service provider on an equal basis;
- c) In the event that surface transport is also provided to you, it may be subject to other conditions. Such conditions shall be provided to you at the request of the passenger.

Article 44 – Successive air transport

42.1 Air Carriage performed by several successive Carriers, by means of a single Ticket or several Tickets issued jointly, shall be deemed to constitute a single carriage when it has been envisaged by the parties as a single operation within the scope of the application of the Montreal Convention.

In the case of tickets issued separately, TACV- Cabo Verde Airlines does not assume any responsibility for the protection of passengers.

42.1.2. Where the Carrier has issued the Ticket or if the Carrier is designated first on the Ticket or on a Ticket issued jointly, in the case of Successive Carriage, the Carrier shall only be liable for the part of the carriage it performs.

42.1.3. In the event of destruction, loss, damage or delay of their Baggage, the Passenger or their beneficiaries may file a claim against the Carrier that carried out the carriage during which the incident or delay occurred. In addition, the Passenger may file a claim against the first carrier, which is the contractual carrier, which is responsible for the entire contract.

Article 45 – Administrative Formalities

45.1 Customs inspection

When requested, the passenger must be present at the inspection of their baggage by customs, police or other government officials. TACV-Cabo Verde Airlines will not be liable to you for any loss or damage you suffer in the course of such inspection or that result from your failure to attend it.

45.1.1. Security inspection

The passenger must submit to and allow their baggage to be subjected to any security inspection to be carried out by TACV-Cabo Verde Airlines or by government, airport or carrier officials.

45.1.2 Advanced Passenger Information

Authorities in some countries require all airlines to transmit passengers' personal data to immigration authorities. This data is sent before your departure and/or immediately after your boarding, in accordance with applicable regulations. At the time of booking tickets, customers are asked to provide such data, not limited to the collection of passport data, emergency contact and residence and destination address.

- a) The data collected will be used exclusively for the purpose mentioned in point
- b) The personal data collected is protected in accordance with the general data protection regulation in force in each country.

Article 46 – Liability for Damages

- a) The liability of TACV-Cabo Verde Airlines and each carrier involved in your journey will be determined in accordance with the applicable general terms and conditions of carriage.
- b) The carrier is liable for damage resulting from delay in the carriage of passengers, baggage or goods by air. However, the carrier shall not be liable for damage resulting from delay if it proves that it or its employees or agents took all measures that could reasonably be required to avoid the damage or that it was impossible for them to take such measures.

The provisions relating to the liability of TACV-Cabo Verde Airlines are as follows:

- I. Any liability that TACV-Cabo Verde Airlines has for damage shall, in accordance with applicable law, be reduced by any negligence of the passenger that caused or contributed to its occurrence;
- II. Unless otherwise expressly provided in these Conditions, TACV-Cabo Verde Airlines shall only be liable for compensatory damages relating to losses and costs proven under the Montreal Convention;
- III. The contract of carriage, in particular these Conditions and the exclusions or limitations of liability, applies to the agents, employees, employees, representatives and directors of TACV-Cabo Verde Airlines. The total amount to be obtained will not exceed the amount of TACV-Cabo Verde Airlines' liability, if any;
- IV. Unless expressly provided otherwise, nothing in these Conditions of Carriage shall imply the waiver of any exclusion or limitation of TACV-Cabo Verde Airlines' liability under the Convention or other applicable laws;

46.1 Compensation in the event of death or physical injury

- a) In the event that the Montreal Convention applies, TACV-Cabo Verde Airlines is only liable for damage caused in the event of death or bodily injury of a passenger, if the accident that caused the death or injury occurred on board the aircraft or during a boarding or disembarking operation;
- b) TACV-Cabo Verde Airlines may not exclude or limit its liability for damages referred to in the previous paragraph that do not exceed 151,880 SDRs, special drawing rights per passenger;
- c) TACV-Cabo Verde Airlines shall not be liable for the damages referred to in paragraph 16.4.1 of point 16.4 (Compensation in the event of death or physical damage) that exceed 151,880 SDRs (special drawing rights) per passenger, if it proves that:
 - d) Such damages were not caused by negligence or other willful act or omission by you or your employees or agents;
 - e) Such damages were caused exclusively by negligence or other willful act or omission of a third party.
- f) Without delay and within a maximum period of 21 (Twenty-One) days after the identity of the natural person entitled to compensation has been determined, TACV-Cabo Verde Airlines will make the necessary advance payment to the latter to meet its immediate economic needs on a basis proportional to the damage suffered.
- g) The fact of making an advance does not mean any acknowledgment of liability and will be deducted from any amount that is subsequently attributed based on the company's liability.
- h) TACV-Cabo Verde Airlines will not be responsible for any illness, injury or disability, namely death attributable to your physical condition, nor for its aggravation.

46.1.2. Damage to Baggage

- a) TACV-Cabo Verde Airlines shall be liable for damage occurring during carriage or on the flight segment in which the Carrier Designator Code appears in the "*carrier*" field of the ticket, for such flight or flight segment. In the event of a ticket or check-in of baggage for carriage on another carrier, TACV-Cabo Verde Airlines will do so only as agent of that other carrier;
- b) With regard to checked baggage, you may submit a claim to the operating carrier or the contracting carrier;
- c) If the weight of your checked baggage is not shown on your baggage check, it is presumed not to exceed the baggage allowance which is free of charge for the class in which you are travelling;
- d) In the case of baggage, based on Regulatory Decree No. 3/2006 of 26 June and Resolution No. 103/VI/2004 of 21 June, the carrier's liability in the event of destruction, loss, damage or delay is limited to 1,519 SDRs (special drawing rights) per passenger, unless a special declaration of interest in delivery to the destination is made by the passenger at the time of delivery of the baggage to the carrier and upon payment of a any additional amount. In such a case, the carrier shall be liable to pay an amount equal to or less than the amount declared, unless it proves that such amount is greater than the passenger's real interest in delivery at the destination;
- e) The carrier will not be liable if the damage is the result of a defect, the nature and vice of the baggage;

- f) In the case of unchecked baggage, including personal effects, the carrier is liable if the damage is caused by the fault of the carrier, its employees or authorized agents;
- g) TACV-Cabo Verde Airlines will not be responsible for any damage caused to your baggage. Any damage caused by your baggage to another person or to another's property, including your own property and the carrier's property, will be the responsibility of the passenger;
- h) TACV-Cabo Verde Airlines will not be liable in any way for damage relating to items that you should not include in your baggage, pursuant to paragraph 9.10 (Items not acceptable as baggage), namely fragile, perishable, valuable items such as money, jewellery, precious metals, electronic and computer equipment, negotiable papers, guarantees or other valuables, work documents, passports and other identification documents.

49.1.3. Damage to the Passenger and Carrier's Responsibilities

In the event of delay in the carriage of passengers, unless there is proof that TACV-Cabo Verde Airlines or its employees or agents took all measures that could reasonably be required to avoid the damage or that it was impossible to take such measures, liability for damage caused by delay in carriage is limited to 6,303 SDRs (special drawing rights) per passenger;

49.1.4. Damage to the Carriage of Goods

- a) At TACV-Cabo Verde Airlines, the transport of goods is regulated by the terms and conditions of the Montreal Convention. In the case of the carriage of goods, the carrier's liability in the event of destruction, loss, damage or delay is limited to 26 SDRs (Special Drawing Rights) per kilogram, unless a special declaration of interest in delivery at the destination is made by the consignor at the time of delivery of the goods to the carrier and upon payment of any additional amount. In such a case, the carrier shall be liable to pay an amount equal to or less than the declared amount, unless it proves that such amount is greater than the shipper's actual interest in delivery to the destination;
- b) The provisions on damage in the carriage of goods shall not apply if it is proved that the damage resulted from the act or omission of the carrier, our workers or agents, committed with the intent to cause damage or recklessly and with the knowledge that damage was likely to occur; If such an act or omission was committed by an employee or other staff member, it must also be proved that the employee or other staff member was acting in the performance of his or her duties.

Article 47 – Complaints and Actions

47.1 Baggage claims

- a) The receipt, without complaint, of checked baggage by the person entitled to receive it, unless proven otherwise, constitutes a presumption that it has been delivered in good condition and in accordance with the contract of carriage.

- b) In the event of a delay, the claim must be filed and from 21 days the baggage is considered legally lost and the loss compensation process must be initiated.
- c) Complaints must be submitted in writing.
- d) If the air carrier operating the flight is not the contracting air carrier, the passenger has the right to make a claim or a claim for compensation for damage to either of the two.
- e) If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.
- f) The complaint regarding irregularities with your baggage must be submitted to the "Lost and Found" Service before leaving the airport, so that you can prove that the irregularity with your baggage occurred while it was under the responsibility of the airline.

47.1.2. Complaints Book

In compliance with the provisions of Decree-Law No. 19/2008, of June 9, TACV-Cabo Verde Airlines makes available and provides complaint books in all its establishments.

- a) Have the complaints book in the establishments to which the activity relates;
- b) Provide the user with the complaints book immediately and free of charge whenever requested by him/her;
- c) Post in your establishment, in a clearly visible place and with characters easily legible by the user, a sign with the information "This establishment has a complaints book" and the complete identification and address of the entity with which the user must submit the complaint;
- d) Maintain, for a minimum period of three years, an organized archive of the complaint books that have been closed;
- e) The service provider cannot justify the absence of a complaints book in the establishment where the user requests it by the fact that it is available in other establishments, dependencies or branches. Each department must have its own complaints book;
- f) The service provider or the employee of the establishment may not condition the presentation of the complaints book to the need to identify the user;
- g) Where the complaints book is not immediately provided to the user, the user may request the presence of the police authority in order to remove the refusal or for the latter to take note of the occurrence and forward it to the authority competent to supervise the sector concerned.

47.1.3. Formulation of the complaint

The complaint is formulated by filling in the complaint form. In formulating the complaint, the user must:

- a) Fill in correctly and completely all the fields related to their identification and address;
- b) Correctly fill in the identification and location of the service provider;

- c) Clearly and fully describe the facts on which the complaint was based.

The service provider is obliged to provide all the necessary elements for the correct completion of the fields relating to their identification, and must also confirm that the user has filled them in correctly.

47.1.4. Submission of complaint and allegations sheet

After filling out the complaint form, the service provider or the employee of the establishment must:

- a) Detach from the complaints book the original that, within 10 working days, must be sent to the sector's regulatory authority, the Civil Aviation Agency – AAC;
- b) The submission of the original of the complaint sheet may be accompanied by the allegations that the service provider deems it necessary to provide, as well as the clarifications provided to the complainant by virtue of the complaint;
- c) Deliver the duplicate of the complaint to the user, keeping in his possession the triplicate, which is an integral part of the complaints book and cannot be removed from it.

Without prejudice to the above, the user may also send the duplicate of the complaint sheet to the sector's regulatory authority, the Civil Aviation Agency – AAC.

The loss or misplacement of the complaints book obliges the service provider to inform the user about the entity to which he must turn to submit the complaint.

47.1.5. Statute of Limitations for Actions

Any right to damages shall cease if an action is not brought within two (2) years from the date of arrival at the destination, the date on which the aircraft should have arrived or the date of the interruption of carriage. The way in which the time limit is calculated is determined by the law of the competent court.

Article 48 – Other Conditions

Other regulations adopted by TACV-Cabo Verde Airlines are also applicable to your transport and that of your luggage. Such regulations and conditions, as amended, are important and concern, inter alia, restrictions on the use of electronic devices and articles, smoking and the consumption of alcoholic beverages on board, persons with reduced mobility, prohibited items in baggage and limits on the measurements, size and weight of baggage. Such regulations and conditions will be made available at the request of the passenger.

Article 49 – Interpretation

The title of each article and each paragraph of these General Terms and Conditions of Carriage is intended only to facilitate the use of this document and should not be taken into account for the interpretation of the text or for the submission of complaints. The General Conditions of Carriage of TACV- Cabo Verde Airlines are available in Portuguese and English. In case of discrepancy, the Portuguese version will prevail.

Article 50 – Jurisdiction

Except as otherwise stated in these General Terms and Conditions of Carriage, the 1999 Montreal Convention, or any other applicable law, any dispute relating to the contract of carriage between you and TACV-Cabo Verde Airlines shall be subject to the jurisdiction of the courts of Cabo Verde, to the exclusion of any other court.

Article 51 – Amendment and Deletion

No agent, employee or representative of TACV-Cabo Verde Airlines has the authority to change or eliminate any provision of these Conditions of Carriage without the express authorization of the highest representative of TACV-Cabo Verde Airlines.

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