

PORTER AIRLINES INC.

GENERAL CONDITIONS OF CARRIAGE

REVIEW ITINERARY UPON RECEIPT

Please review your travel itinerary provided by Porter upon receipt. You should contact Porter within 24 hours of receipt of your itinerary should you have any questions.

PORTER CONTACT INFORMATION

For flight arrival/departure information or to make changes to your reservation, please call (416) 619-8622 or (888) 619-8622, or visit our website at www.flyporter.com. Note that changes to reservations may be subject to change fees and/or other charges and may not be available on all fare types, as stated in Porter's tariffs and summarized below.

NOTICE – TRAVEL ON PORTER SUBJECT TO PUBLISHED TARIFFS

The terms and conditions under which Porter offers transportation entirely within Canada are set out in Porter's published Domestic Tariff, and terms and conditions for transportation between Canada and United States are set out in Porter's Transborder Tariff (available for review at <https://www.flyporter.com/Travel/Conditions-Of-Carriage>). Some of these conditions are set out in your itinerary and summarized below. Please refer to the relevant Tariff for the complete terms and conditions applicable to your travel.

CONDITIONS

1. **Required Identification:** To board a flight, all domestic passengers are required to present one piece of valid government-issued photo ID that shows name, date of birth and gender, such as a driver's license or a passport. Passengers may also present two pieces of valid government-issued non-photo ID, at least one of which shows name, date of birth and gender, such as a birth certificate.

All passengers travelling to and from the United States are required to present a valid passport. Citizens of countries other than Canada and the United States should contact their consulate or embassy for boarding requirements. Proof of onward or return travel may be required at check-in.

2. **Check-In Deadline:** Getting to the airport, completing check-in and going through security takes time, so we recommend arriving at the airport as early as possible; no later than 60 minutes prior to a domestic flight and 90 minutes prior to an international flight.

You must obtain your boarding pass and check in any baggage by the check-in deadline shown below. Additionally, you must be available for boarding at the

boarding gate by the deadline shown below. Failure to meet this deadline may result in the loss of your assigned seat or the cancellation of your reservation.

Domestic:

	Toronto City Airport	Other Airports
Check-In Closes	20 min	30 min
Boarding Time	15 min	20 min

International:

	Toronto City Airport	Other Airports
Check-In Closes	45 min	60 min
Boarding Time	15 min	20 min

All times prior to scheduled departure time.

3. Reconfirmation of flights is not required, but you may confirm your flight times by visiting www.flyporter.com and selecting flight status on the main page or by calling Porter prior to your departure.
4. Advance seat assignments are not guaranteed and may change without notice. If your pre-assigned seat is unavailable, we will try to accommodate you in a comparable seat and will refund any applicable seat selection fees.
5. Tickets are non-transferable and name changes are not permitted.
6. Subject to the 24-hour refundability described in paragraph 7 below, voluntary changes to your itinerary are permitted up to one hour prior to the scheduled departure time on most fare types and may require the payment of additional fees and fare upgrades as detailed below.
 - (a) Subject to the exceptions listed in (b) and (c) below, the following change/cancellation fees apply to the indicated fare classes:
 - “Basic” tickets are non-refundable and cannot be changed or cancelled.
 - “Standard” tickets are non-refundable and subject to a \$100.00 change/cancellation charge (plus taxes) per direction per passenger, plus the difference in fare (plus taxes).
 - “Flexible” tickets are non-refundable and subject to a \$50.00 change/cancellation charge (plus taxes) per direction per passenger, plus the difference in fare (plus taxes).

- “Freedom” tickets: Changes are permitted for no charge, subject only to payment of any difference in fare (plus taxes).
- (b) For tickets purchased and paid for in whole or in part via redemption of VIPorter points , the following change/cancellation fees apply to the indicated fare classes, except for same-day changes to flights to the same destination departing the same day, which are subject to the fees described in (c) below:
- “Basic” tickets are non-refundable and cannot be changed or cancelled.
 - “Standard” tickets are non-refundable and subject to a \$50.00 change/cancellation charge (plus taxes) per direction per passenger, plus the difference in fare (plus taxes) and/or VIPorter points, based on original method of payment.
 - “Flexible” tickets are non-refundable and subject to a \$25.00 change/cancellation charge (plus taxes) per direction per passenger, plus the difference in fare (plus taxes) and/or VIPorter points, based on original method of payment.
 - “Freedom” tickets: Changes are permitted for no charge, subject only to payment of any difference in fare (plus taxes) and/or VIPorter points, based on original method of payment.
- (c) For changes made on the day of departure to a flight departing later the same day to the same destination, the following change/cancellation fees apply to the indicated fare classes on the indicated routes, including fares purchased in whole or in part via redemption of VIPorter points:*
- “Basic” tickets are non-refundable and cannot be changed on day of travel.
 - Same-Day, “Standard”:
 - On all routes other than between Toronto-Montreal, Toronto-Ottawa and Toronto-Newark, “Standard” tickets shall be subject to a same-day change charge of \$150.00 (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.
 - On “Standard” tickets between Toronto-Montreal or Toronto-Ottawa, “Standard” tickets shall be subject to a same-day change charge of \$100.00 (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.

- On “Standard” tickets between Toronto-Newark, same-day at-airport changes to an earlier flight are available without a change charge, and the passenger shall not be required to pay the difference in fare. Same-day changes to a later flight the same day shall be subject to a \$100.00 change charge (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.

- Same-Day, “Flexible”:

 - On all routes other than between Toronto-Montreal, Toronto-Ottawa and Toronto-Newark, “Flexible” tickets shall be subject to a same-day change charge of \$75.00 (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.

 - On “Flexible” tickets between Toronto-Montreal or Toronto-Ottawa, “Flexible” tickets shall be subject to a same-day change charge of \$75.00 (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.

 - On “Flexible” tickets between Toronto-Newark, same-day at-airport changes to an earlier flight are available without a change charge, and the passenger shall not be required to pay the difference in fare. Same-day changes to a later flight the same day shall be subject to a \$75.00 change charge (plus taxes) per direction per passenger, however the passenger shall not be required to pay the difference in fare.

- Same-Day, “Freedom”: same-day changes are available without a change charge, and the passenger shall not be required to pay the difference in fare.

*Same-day changes cannot be made when a Porter interline partner airline is operating part of your itinerary.

In all cases, the fares of passengers who fail to show up for their flight and do not otherwise cancel their reservation or change their reservation by one hour prior to scheduled departure shall be non-refundable and non-creditable towards future flights.

If you are travelling on a non-refundable ticket, Porter will be unable to make exceptions in the event of an unexpected trip cancellation or medical emergency. We recommend the purchase of travel insurance.

7. In addition to the standard ticket change and cancellation charges described above, Porter offers a 24-hour refundability option on all fare types. Full refunds are available for up to 24 hours after completion of booking. Please contact the Porter Call Centre at (888) 619-8622.

Please note that this refundability option is available only to flights booked at least 7 days prior to departure.

8. For passengers who have purchased Basic, Standard or Flexible fares, a first piece of checked baggage costs \$32.50 CAD/USD, plus applicable taxes if paid in advance, \$39.50 CAD/USD, plus applicable taxes if paid at the check-in counter on the day of travel, and \$49.50 plus applicable taxes if paid at the gate at the time of boarding. A second piece of checked baggage costs \$50.00 CAD/USD, plus applicable taxes if paid in advance, \$60.00 CAD/USD, plus applicable taxes if paid at the check-in counter on the day of travel, and \$70.00 plus applicable taxes if paid at the gate at the time of boarding. For all fare classes (Basic, Standard, Flexible and Freedom), any checked item after two bags costs \$100.00 CAD/USD, plus applicable taxes if paid in advance, \$110.00 CAD/USD, plus applicable taxes if paid at the check-in counter on the day of travel, and \$120.00 plus applicable taxes if paid at the gate at the time of boarding.

Items listed above are permitted up to 23 kg (50 lb) each. Each bag weighing between 23 kg (50 lb) and 32 kg (70 lb) is charged a fee of \$100.00 CAD/USD, plus applicable taxes, per direction. No single piece can weigh more than 32 kg (70 lb). These restrictions apply to all fare classes.

For all fare classes (Standard, Basic, Flexible and Freedom), any single piece measuring more than 158 cm (62 in) total dimension (the sum of the length, width and height) is charged \$100.00 CAD/USD per direction.

If a bag is both overweight and oversized, the \$100.00 fee is charged only once.

No overweight or oversized charge is applied for 3rd and subsequent bags.

You may also carry onboard one standard article with maximum dimensions of 23 x 40 x 55cm (9 x 16 x 22in) and one business article with maximum dimensions 16 x 33 x 43cm (6 x 13 x 17in) each weighing no more than 9kg (20lbs). It is recommended that documents and medication be packed in your carry-on baggage, as Porter will not be responsible for their loss, damage or delay. For additional information, please refer to Baggage Information section.

9. Pet travel is restricted to house cats and small dogs that can comfortably manoeuvre inside an approved carrier during flight. For operational and comfort reasons, Porter limits the number of pet carriers allowed in the cabin to two at any one time. No pets are allowed in the cargo hold.

Please contact the Call Centre to confirm reservation availability for your pet on your desired flight prior to booking your own ticket.

Seasonal Baggage Restrictions: See website for applicable dates

- Additional baggage restrictions may apply on all flights.
- In periods of anticipated high baggage volume, excess baggage will be charged the applicable fees and bags will be placed "on hold" pending space on the aircraft.
- If the excess baggage does not arrive on the same flight as the passenger, it will be placed on the next available flight. It will be the passenger's responsibility to return to the airport for baggage pick up.

For safety reasons, dangerous articles must not be packed in checked or carry-on baggage. The carrier will not accept fragile, valuable or perishable articles including money, jewelry, cameras, video and electronic equipment, silverware, negotiable instruments, business documents, samples, medications, paintings, antiques, furs, manuscripts or similar items in checked baggage or when otherwise placed in the care of the carrier.

Carrier reserves the right to refuse carriage of any persons or of any goods or baggage, in accordance with the applicable provisions of carrier's tariffs, rules or regulations, or otherwise in accordance with the law. You may be required to present the credit card used to purchase your ticket at check-in.

OVERBOOKING NOTICE

Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for a payment of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with its particular boarding priority. With few exceptions, persons denied boarding involuntarily are entitled to compensation.

NOTICE OF BAGGAGE LIABILITY LIMITATIONS

Liability for loss, delay or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For travel wholly between points in Canada, the liability limit is \$1800 CAD per passenger. For further information, please consult Porter's domestic or transborder tariff.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representative.

CONDITIONS OF CONTRACT

1. As used in this contract, "ticket" means this passenger document and baggage check, or this itinerary/receipt if applicable, in the case of an electronic ticket, of which these conditions and the notices form part, "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry or undertake to carry

the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "electronic ticket" means the itinerary/receipt issued by or on behalf of carrier, the electronic coupons and, if applicable, a boarding document.

2. Carriage hereunder is subject to the rules and limitations relating to liability set out in the carrier's tariff.
3. To the extent not in conflict with the foregoing, carriage and other services performed by the carrier are subject to: (i) provisions contained in this ticket, (ii) applicable tariffs, (iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier).
4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.
5. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.
6. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage, a complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within 7 days from receipt; in case of delay, complaint must be made within 21 days from date the baggage was delivered. In all other cases, including loss, complaints must be made within 24 days from the date the passenger's transportation stopped.
7. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid. Provided the original booking is cancelled prior to two hours before the original flight departure, the value of the unused ticket, less applicable change fees, can be applied to a ticket for travel completed within 12 months from the date of original ticket issuance. Credit may be applied to base fare, airline surcharges, change fees, and government taxes and fees. Credit can be used one time only. Any residual value left from its use is forfeited. Bookings using credit must be in the name of the owner of the credit. Credit may be transferred to another traveler one time only, while maintaining original expiration date.
8. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places

shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.

9. Passengers shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
10. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.