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## **Rule 1 Definitions**

Unless otherwise required or expressly provided herein, the following terms used in these Conditions of Carriage shall have the meanings ascribed below:

**1.1** “Domestic Air Transport”, abbreviated as “Domestic Transport”, means the air transport, pursuant to the carriage of Passengers by air to which it is subject, of which the place of departure, Transit Place, and place of destination are within the territory of the People's Republic of China (except Hong Kong SAR, Macao SAR, and Taiwan Region).

**1.2** “CEA” is the abbreviation of China Eastern Airlines Co., Ltd.; its Flight code is MU.

**1.3** “OTT” is the abbreviation of One Two Three Airlines Co., Ltd.; its Flight code is MU.

**1.4** “Carrier” means a public air carrier that uses civil aircraft to transport Passengers and Baggage for profit.

**1.5** “Contracting Carrier” means a Carrier that uses its own corporate Ticket and ticket number to enter into the contract of carriage by air with Passengers.

**1.6** “Actual Carrier” means a Carrier that performs the relevant transportation services as authorized by a Contracting Carrier.

**1.7** “OTT Regulations” means, in addition to these Conditions, the various regulations published by OTT for the performance of the carriage of

Passengers and their Baggage and which are effective on the date of ticket issuance, including Special Fares and their Tariff rules.

**1.8 “OTT Sales Agent”** means an enterprise established in accordance with the laws of the People’s Republic of China, which has entered into a sales agency agreement with OTT to represent OTT in the public air transport sales business, as agreed in the agreement.

**1.9 “OTT Ground Handling Agent”** means an enterprise established in accordance with the laws of the People’s Republic of China, which has signed a ground handling agreement with OTT to carry out public air transport ground handling service business on behalf of OTT agreed in the agreement at airports within or outside the territory of the People’s Republic of China.

**1.10 “Passenger”** means any person, other than the crew member, carried or to be carried in an aircraft with the consent of OTT and is identified on a transport document such as a Ticket.

**1.11 “Child Passenger”** means a Passenger who has reached the age of 2 years but has not yet reached the age of 12 years on the date of commencement of air transport.

**1.12 “Infant Passenger”** means a Passenger who has reached the age of 14 Days but has not yet reached the age of 2 years on the date of commencement of air transport.

**1.13** “Tariff” means the fares, charges, and their conditions of use published by OTT.

**1.14** “Normal Fare” means the maximum adult fare applicable to a single physical class (economy class) as published by OTT, including child fares paid at 50% of the applicable normal fare for adults and infant fares paid at 10% of the applicable normal fare for adults.

**1.15** “Special Fare” means the fare other than a Normal Fare on which certain usage restrictions are imposed.

**1.16** “Flight” means a flight carried out by an aircraft on a specified route, date, and time.

**1.17** “Passengers Reservation Form” means the business document that must be filled in by the Passenger before purchasing a Ticket for OTT or OTT Sales Agent to reserve a seat and issue a Ticket.

**1.18** “Seat Reservation” means the reservation of the class of service, or the weight and volume of Baggage (excluding the specific seat number) reserved by the Passenger.

**1.19** “Valid ID” means a valid certificate required by the government authorities to prove the identity of a Passenger when purchasing a ticket and boarding. For example, resident identity card, residence permits for Hong Kong SAR, Macao SAR, and Taiwan Region residents, valid passport that can be used in accordance with the regulations, military ID

card, conscript certificate, police officer certificate, armed police soldier certificate, household certificate for minors under 16 years of age, etc.

**1.20** “Ticket” means a document sold or confirmed by OTT or OTT Sales Agents as prima facie evidence of the conclusion of a contract of carriage of Passengers by air and the conditions of the contract of carriage, including Paper Ticket and E-ticket.

**1.21** “Paper Ticket” means a ticket, also called a “Ticket and Baggage Check”, issued by OTT or OTT Sales Agents on behalf of OTT, including the conditions of the contract of carriage, statements, notices, and the Flight Coupon and Passenger Coupon contained therein or referred thereto.

**1.22** “E-ticket” means a Ticket sold by OTT or OTT Sales Agents in the form of electronic data, and is an electronic alternative to a Paper Ticket.

**1.23** “Itinerary” means “air transport E-ticket itinerary”, which is provided by OTT or OTT Sales Agents to Passengers as a proof of payment for the purchase of E-tickets, and serves as a reminder of the itinerary of Passengers.

**1.24** “Connecting Flight” means two or more Flights listed in a single contract of carriage.

**1.25** “Day” means a calendar day rather than a working day, and a week includes seven days. However, neither the date of issuance of the Ticket nor the date of commencement of the first trip shall be counted in

determining the validity period of the Ticket; when notifying Passengers, the date of issuance of the notice shall not be included.

**1.26** “Flight Coupon” means the portion of a Paper Ticket marked with “valid for transportation”; or, in the case of an E-ticket, the Flight information stored in the air Carrier’s database electronically, indicating that the Passenger whose name is listed on the coupon is entitled to take Flights between the locations specified by such coupon.

**1.27** “Passenger Coupon” means the portion of a Paper Ticket marked with “passenger coupon”, which is retained by the Passenger at all times.

**1.28** “No-show” means that a Passenger fails to board the aircraft because he or she has not completed the check-in formalities within the prescribed time or because his or her identity documents do not comply with the requirements.

**1.29** “Missed Boarding” means that a Passenger fails to board a designated Flight after checking in or during the transition at a Transit Place.

**1.30** “Wrong Boarding” means that a Passenger takes a Flight different from the one listed on the Ticket.

**1.31** “Misconnection” means a situation where a Passenger is unable to catch a reserved Connecting Flight at the connecting location due to a delay or cancellation of an earlier Flight in a contract of carriage that includes Connecting Flight.

**1.32** “Overbooking” means the act of a Carrier selling more Tickets than the actual available seats on a particular Flight, in order to avoid seat wastage.

**1.33** “Force Majeure” means an objective circumstance, which is unforeseeable, unavoidable, and insurmountable and whose consequences cannot be avoided even if all reasonable measures are taken.

**1.34** “Code-sharing Flights” means that OTT uses its own airline code on another Carrier’s Flight through an agreement, or that multiple Carriers use their respective Flight numbers on the same Flight.

**1.35** “Baggage” means the items which the Carrier has agreed to transport and which the Passenger has carried in the journey, including the Passenger’s Checked Baggage and Unchecked Baggage.

**1.36** “Checked Baggage” means the Baggage that the Passenger has entrusted to the care and transportation of OTT and for which a transport document for the Baggage has been issued.

**1.37** “Unchecked Baggage” means any Baggage in the custody of the Passenger.

**1.38** “Free Baggage Allowance” means the limit of Baggage that Passengers can check in for free pursuant to OTT Regulations.

**1.39** “Baggage Check” means the portion of the Ticket or the document combined with a Ticket as prima facie evidence of the consignment of Baggage and the conditions of the contract of carriage.

**1.40** “Baggage Identification Tag” means the certificate issued by OTT or OTT Ground Handling Agent to Passengers specifically for identification of Checked Baggage.

**1.41** “Check-in Deadline” means the latest time the Passenger may complete check-in formalities as stipulated by OTT Regulations.

**1.42** “Transit Place” means a place other than the place of departure and the place of destination that is specified on the Ticket as a scheduled stop on the route of the Passenger’s journey.

**1.43** “Flight Cancellation” means the discontinuation of a flight plan due to an anticipated Flight delay or the discontinuation of a flight plan as a result of a delay.

**1.44** “Voluntary Refund” means that a Passenger requests a refund for his or her own reasons.

**1.45** “Involuntary Refund” means a situation in which a Passenger’s Ticket is refunded due to the cancellation, delay, advance, change of flight itinerary, or the inability of OTT to operate the original Flight.

**1.46** “Voluntary Change of Ticket” means that a Passenger requests a change of Ticket for his or her own reasons.

**1.47** “Involuntary Change of Ticket” means a situation in which a Passenger’s Ticket is changed due to the cancellation, delay, advance, change of flight itinerary, or the inability of OTT to operate the original Flight.



**1.48** “Endorsement” means a change of the Carrier listed on the Ticket.

**1.49** “Reasons Attributable to OTT” means reasons of OTT internal management, including aircraft maintenance, Flight deployment, and crew deployment.

**1.50** “Reasons not Attributable to OTT” means reasons unrelated to the OTT internal management, including weather, emergencies, air traffic control, security checks, Passengers, etc.

**1.51** “Assistive Devices for Passengers with Disabilities” refers to devices that help Passengers with disabilities cope with their disability to hear, see, communicate, and move around.

**1.52** “Small Animal” means small sized animal checked in by Passengers, including domestic cats, dogs, and other types of small animals. Wild animal, animal of unusual shapes or animal that could easily cause harm to people, such as snakes, do not belong under the scope of Small Animals.

**1.53** “Stopover Point” means a pre-arranged stopover at a certain point when traveling between the place of departure and the place of destination with the prior consent of OTT.

## **Rule 2 Applicability**

### **2.1 Basic Principles**

**2.1.1** These Conditions apply to Domestic Air Transport, wherein OTT

transports Passengers and Baggage by air for reward.

**2.1.2 For gratuitous and Special Fare transport, the corresponding special Tariff rules shall apply. These Conditions shall apply in part or in whole only in the absence of such special Tariff rules.**

2.1.3 For those provisions may change frequently, OTT formulates OTT *Airlines Flight Overbooking Service Plan* and OTT *Airlines Passenger Baggage Regulations* separately and treats them as part of the Conditions of Carriage. If the separately formulated regulations are inconsistent with these Conditions of Carriage, the separately formulated regulations shall take precedence over these conditions.

## **2.2 Charter**

For transportation provided under the charter contract of OTT, these Conditions apply only to the extent covered in the charter contract and the charter ticket terms.

## **2.3 Code Sharing**

OTT Conditions of Carriage shall also apply to Code-sharing Flights operated by other Carriers. However, each Actual Carrier of a Code-sharing Flight has its own carriage terms and conditions governing the operation of its Flights, which may differ in part from OTT Conditions of Carriage. These different terms and conditions of the Actual Carrier on

Code-sharing Flights (excluding Free Baggage Allowance. **The Free Baggage Allowance for Code-sharing Flights shall be subject to the content agreed upon at the time of the conclusion of the contract of carriage**) shall be considered an integral part of the OTT Conditions of Carriage on Code-sharing Flights and shall take precedence over the content of the OTT Conditions of Carriage. The carriage terms and conditions of other Carriers shall be subject to the content published by such Carriers. Terms and conditions that may vary between OTT and the Actual Carrier of the Code-sharing Flight, include but are not limited to:

2.3.1 Check-in Deadline.

2.3.2 Refusal and restriction of transport.

2.3.3 Compensation for denied boarding and Flight delays.

2.3.4 Non-smoking Flights.

## **2.4 Rules of Application**

These Conditions and OTT Tariff rules shall apply at the time of ticket issuance. If it is difficult to determine such time, then these Conditions and the OTT Tariff rules shall apply as of the date of commencement of transportation as recorded on the Ticket (Paper Ticket or E-ticket) for the first flight segment.

## **2.5 Overriding Law**

In case any provision of these Conditions is ruled invalid due to inconsistencies with national laws, administrative regulations, rules or orders, the remaining provisions of these Conditions shall remain valid.

### **Rule 3 Tickets**

#### **3.1 General Provisions**

3.1.1 The OTT Ticket is the prima facie evidence of the conclusion of a contract of carriage by air and the agreement on the conditions of carriage between OTT and Passengers. The respective responsibilities and rights of OTT and the Passenger in the performance of the contract of carriage by air shall apply only to the extent of a single contract of carriage by air.

3.1.2 Only after the Passenger has paid the full amount of the Ticket in accordance with OTT Regulations can OTT or OTT Sales Agents issue a Ticket to the Passenger.

3.1.3 OTT provides transport services only to Passengers whose names are listed on their Tickets and may require Passengers to present Valid ID as listed in Paragraph 1.19 of these Conditions.

3.1.4 Tickets are non-transferable.

3.1.5 Passengers holding Paper Tickets who fails to present a valid Ticket issued in accordance with OTT Regulations, including the Flight Coupon for the Flight taken and all the other unused Flight Coupons and Passenger Coupons, shall not be entitled to board. Passengers presenting defaced

Tickets or Tickets altered by parties other than OTT or OTT Sales Agents are also not entitled to boarding.

3.1.6 Passengers holding E-tickets shall present the Valid ID provided at the time of purchasing their Ticket. If the electronic Flight Coupon status is valid, OTT will carry the Passenger; if the E-ticket has been exchanged for a Paper Ticket, OTT will carry the Passenger only after he or she presents a valid and complete Paper Ticket.

3.1.7 Tickets shall be used in sequence from the place of departure in accordance with the flight itinerary as listed. OTT will not carry a Passenger who holds a Flight Coupon that is not used in sequence; however, the ticket refund procedure may be undertaken in accordance with Paragraph 11.5 of these Conditions.

3.1.8 Each Flight Coupon or electronic Flight Coupon shall specify the segment and class of service, and OTT shall accept the transport after the Flight date is determined and the Seat Reservation is completed. For Flight Coupons or electronic Flight Coupons that have not been reserved, OTT will reserve seats for the Passengers at the Passenger's request and in accordance with the Tariff rules of the Passenger's Ticket and the availability of seats on the requested Flight.

3.1.9 The Passenger shall complete all journeys specified on the Ticket within the validity period of the Ticket.

3.1.10 For Tickets for international or regional Connecting Flights containing domestic segments, the Flight Coupon or electronic Flight Coupon of the domestic segment can be used directly, without being exchanged into a domestic Ticket. Only Domestic Air Transport (see Paragraph 1.1 of these Conditions) Tickets issued with international tickets purchased by Passengers outside China (including Hong Kong SAR, Macao SAR, and Taiwan Region) shall be exchanged for domestic Tickets before use.

3.1.11 Any alterations made to the Tickets by persons other than OTT or OTT Sales Agents or OTT Ground Handling Agents shall be invalid.

### **3.2 Validity of Ticket**

3.2.1 The Ticket shall be valid for one year from the date of commencement of the first transportation; if no portion of the Ticket has been used, such Ticket shall be valid for transportation for one year from the date of issuance.

**3.2.2 The validity of the Ticket for a Special Fare shall be calculated in accordance with the validity period specified in the Tariff rules for that Special Fare.**

3.2.3 The validity of the Ticket shall be calculated from 00:00 on the day following the commencement of travel or the issuance of the Ticket, till 00:00 on the day following the date of expiry. If the Ticket is partially used

and then exchanged, the validity of the exchanged Ticket shall be subject to the validity of the original Ticket; if the Ticket is completely unused and exchanged, the validity of the exchanged Ticket shall be subject to the validity of the exchanged Ticket.

### **3.3 Extension of Ticket Validity**

3.3.1 Unless otherwise specified by OTT, if a Passenger fails to travel within the validity period of the Ticket due to one of the following circumstances, the validity period of the Ticket will be extended to the earliest OTT Flight with available seats in the class of the purchased Ticket:

3.3.1.1 OTT canceled the Flights with which the Passenger's Seat Reservation had been confirmed.

3.3.1.2 OTT canceled the Transit Place, which is the Passenger's place of departure, destination, or Stopover Point.

3.3.1.3 OTT failed to fly reasonably as scheduled.

3.3.1.4 OTT caused the Passenger to miss their Connecting Flights.

3.3.1.5 OTT failed to provide the Passenger with seats that had been reserved in advance.

3.3.2 If OTT fails to provide the class of service specified on the Ticket at the time of the first Seat Reservation for each segment of the Ticket held by the Passenger, resulting in the Passenger not being able to travel within

the validity of the Ticket, the validity of such Ticket will be extended to the earliest OTT Flight with available seats of the same class.

3.3.3 If the Passenger cannot continue after starting the journey within the validity of the Ticket due to illness, he or she must provide a *Certificate of Diagnosis* issued by a Grade-A secondary hospital or above (including clinics, medical centers, and hospitals outside of China).

3.3.3.1 OTT may extend the validity of the Passenger's Ticket until the date of the Passenger's fitness to travel as determined by a medical certificate or until the earliest OTT Flight with available seats of the class listed on the Ticket after that date. Where there are several Flight Coupons on the Ticket, or one or more Stopover Points on an E-ticket, the validity of such Ticket shall not be extended beyond 90 Days from the date of the Passenger's fitness for flight on the medical certificate.

3.3.3.2 A maximum of 2 companions Passengers traveling with a sick Passenger may likewise have their Tickets extended.

3.3.4 In the event of the death of a Passenger during the journey, the validity of the Ticket(s) of his or her companion(s) may be extended for a maximum of 2 companions; the validity period can only be extended upon receipt of the relevant death certificate, and the extension of the validity of the Ticket shall not exceed a maximum of 45 Days from the date of death.



3.3.5 Passengers shall apply for the extension of the validity of the Ticket(s) within the validity period. If the route listed on the Ticket(s) is canceled when applying, the extension shall not apply.

### **3.4 Lost or Damaged Paper Ticket**

3.4.1 If Passenger's Ticket is lost or damaged in whole or in part, the Passenger shall report the loss of the Ticket to OTT in writing within the validity period of such Ticket.

3.4.2 If a Ticket is fraudulently used or refunded by others in the name of the Passenger before the loss report filed by the Passenger, OTT shall not be liable to the Passenger for transportation, replacement Ticket, refund, etc.

3.4.3 After reporting the loss, the Passenger may apply for a replacement Ticket (the Passenger shall agree to compensate for all the losses incurred by OTT due to fraudulent use or refund of the lost Ticket), or apply for a Voluntary Refund within 30 Days after the expiry of the Ticket on the condition that the Ticket has not been fraudulently used or refunded.

### **3.5 Loss of Itinerary**

In case the printed Itinerary is lost, it cannot be reprinted in accordance with the *Measures for the Administration of Electronic Ticket Itinerary for Air Transport*.

## **Rule 4 Fares and Taxes**

### **4.1 Application of Fares**

4.1.1 The fare refers to the price of air transportation services for Passengers from the airport of departure to the airport of destination, excluding the cost of ground transport services within the airport area, between terminals, between different airports, or between the airport and the urban area, and excluding other taxes and fees such as the civil aviation development fund and fuel surcharges.

4.1.2 The fare is the fare applicable to the Flight purchased by the Passenger at the time of purchase. If OTT adjusts the fare after the Ticket has been sold, the fare of the Ticket already purchased by the Passenger will not change.

4.1.3 The fares published by OTT are applicable to non-stop Flights. When a Passenger requests a stopover or transfer to another Flight, the fare shall be calculated by adding up the fares for the actual segments of the Flight.

4.1.4 For revolutionary disabled servicemen and police with disabilities incurred while on duty, a Ticket at 50% of the Normal Fare for adults on the same Flight can be purchased, upon presentation of the *Disabled Serviceman Certificate of the PRC* and the *Certificate for Disabled Police Officers of the PRC*.

4.1.5 For Child Passengers, a child ticket can be purchased (with a seat) at

50% of the Normal Fare for adults on the same Flight.

4.1.6 For Infant Passengers, an infant ticket can be purchased (without a seat) at 10% of the Normal Fare for adults with corresponding class of service on the same Flight; if a separate seat is required, the Ticket can be purchased at the cost of a child fare. Each adult passenger may only carry a maximum of two Infant Passengers. If more than one Infant Passenger is carried, a Ticket must be purchased at the cost of a child fare (with a seat) for the excess number of Infant Passengers.

4.1.7 Passengers who purchase a Special Fare Ticket shall be subject to the Tariff rules of the Special Fare Ticket or OTT Regulations. Revolutionary disabled servicemen, police officers with disabilities incurred while on duty, children and infants may choose to purchase Special Fare Ticket other than those listed in Paragraphs 4.1.4, 4.1.5 and 4.1.6 of these Conditions, and the corresponding Tariff rules or OTT Regulations shall also apply.

## **4.2 Payment of Tickets**

4.2.1 Passengers shall pay the Ticket in the currency prescribed by the country, and the payment method prescribed by OTT Regulations. Unless otherwise agreed between OTT and the Passenger, fares and charges shall be paid at the time of ticket purchase.

4.2.2 When the fare received is not in conformity with the applicable fare

or incorrectly calculated, the Passenger shall pay the shortfall or have the overcharged fare refunded by OTT.

#### **4.3 Taxes and Fees**

4.3.1 To the extent permitted by laws or regulations, the taxes or fees levied or collected by the government, the relevant authorities, or the airport operator shall be payable by the Passenger; the taxes and fees will be specified separately on the Ticket. Passengers will be informed of taxes and fees that are not included in the fare at the time of ticket purchase by OTT.

4.3.2 Fuel surcharges and civil aviation development fund are collected by OTT in accordance with the relevant national regulations. Passengers will be informed of the exact amount at the time of ticket purchase.

### **Rule 5 Reservations and Ticketing**

#### **5.1 General Provisions**

5.1.1 Passengers planning to take a OTT Flight shall book seats with OTT or OTT Sales Agents. A Passenger is considered to have completed the Seat Reservation only when OTT has accepted relevant information and documents submitted by such Passenger pursuant to OTT' s procedures as well as his or her request on selecting a specific Flight.

5.1.2 If the Passenger fails to complete the payment within the time limit

specified by OTT Regulations, OTT may cancel the Seat Reservation.

5.1.3 After the Passenger has completed the payment on time, OTT will complete the reservation according to the Flight and class applied for by the Passenger.

5.1.4 When booking a Connecting Flight, Passengers must be aware of and follow the minimum connecting time stipulated by the connecting airport. If the connecting time of the Connecting Flight booked by the Passenger does not meet the minimum connecting time standard, OTT reserves the right to deny reservation.

**5.1.5 OTT reserves the right to set restrictions on Tickets of certain fares to restrict or exclude the rights of Passengers who have purchased such Tickets to change, refund, or Endorsement.**

5.1.6 OTT reserves the right to suspend the confirmation of Seat Reservations for a certain Flight when necessary.

## **5.2 Personal Data**

5.2.1 Passengers shall ensure the accuracy of the personal data provided to OTT and bear all the consequences arising from the inaccuracy of the same. The personal data is used for Seat Reservation, purchasing Tickets and arranging relevant transport services. By submitting an application for Seat Reservation or ticket purchase, Passengers authorize OTT to retain their personal data for the purpose of performing the air transport contract and

to transmit such information to the relevant departments of OTT, other relevant Carriers, government authorities, and providers of the above-mentioned services.

5.2.2 Passengers must use the same Valid ID for Seat Reservation and ticket purchase and to check in and board the aircraft.

### **5.3 Priority of Reservations**

5.3.1 OTT has the right to prioritize the reservation needs of important Passengers, emergency and rescue Passengers, and Passengers approved by OTT as requiring priority seating arrangements.

5.3.2 For Passengers who make an involuntary change of flight itinerary, priority in Seat Reservation is given subject to the availability of seats on the new Flight.

5.3.3 A Passenger holding a Ticket with all or part of the Flight Coupon without a confirmed Seat Reservation shall not be entitled to claim priority in seating.

5.3.4 If a Passenger holding a Ticket for all or part of the Flight Coupon with a confirmed Seat Reservation requests a Voluntary Change of Ticket, OTT will make arrangements in accordance with the applicable Tariff rules but will not give priority to such Passenger.

### **5.4 Cancellation of Reservation**

5.4.1 If the Passenger fails to complete the payment within the time limit specified by OTT Regulations or agreed in advance, the original seat will not be reserved, including the seat on the originating Flight, onward Flight, or the return Flight.

5.4.2 Passengers who change or cancel their Seat Reservations shall comply with the Tariff rules of the Ticket and submit the request for change or cancellation within the time limit specified by OTT Regulations. If a Passenger changes or cancels a Seat Reservation on a Ticket with restrictions, such Passenger shall comply with the provisions of such restrictions.

## **5.5 Purchase of Tickets**

5.5.1 Passengers can purchase tickets at the ticket office of CEA or CEA Sales Agents, as well as through online channels such as the official website of CEA, mobile website, and CEA APP, or consult and purchase Tickets through the CEA hotline (95530).

5.5.2 Passengers must purchase Tickets with their Valid ID and fill out the *Passenger Reservation Form*. Passengers purchasing Tickets through the above-mentioned websites, mobile apps, and hotlines shall present their Valid ID, contact numbers, and other information in accordance with OTT Regulations, and shall be responsible for their authenticity and accuracy. Passengers shall ensure that they use the same identity document at the

time of booking, checking-in, and boarding with which they used when purchasing the Tickets.

5.5.3 To purchase a child ticket or infant ticket, the ticket purchaser shall provide a Valid ID of the child or infant taking the Flight. OTT reserves the right to refuse to issue a Ticket if the Passenger is an infant less than 14 Days old.

5.5.4 Pregnant passengers are required to provide a maternity health handbook (large card) or a continuous medical record of pregnancy or a certificate confirming the pregnancy weeks signed (stamped) by a doctor and sealed, a B-ultrasound record or other examination documents, or an electronic examination report from the hospital before purchasing a Ticket, and shall require the prior consent of OTT for such ticket purchase.

5.5.4.1 When a Passenger who is less than 32 weeks pregnant during the actual flight purchases a Ticket, the Ticket will be issued as a general passenger ticket, except for Passengers who are medically unfit to travel as diagnosed by doctors.

5.5.4.2 When purchasing the Ticket, pregnant passengers who have reached 32 weeks but are less than 36 weeks pregnant during the actual flight must agree to provide a *Certificate of Diagnosis*, stamped by the hospital and signed by a doctor at that hospital within 72 hours prior to the Passenger's Flight, otherwise, OTT reserves the right to refuse to issue the Ticket.



5.5.4.3 OTT reserves the right to refuse to issue Tickets to Passengers at the time of purchase who are within 4 weeks of their expected delivery date or have reached 36 weeks of pregnancy, Passengers who have symptoms of preterm labor, Passengers who are less than 7 Days postpartum, Passengers who are nearing their expected delivery date but are unable to determine the correct date but are known to have multiple deliveries, or Passengers who are expected to have delivery complications at the time of actual travel.

5.5.4.4 The *Certificate of Diagnosis* shall include the Passenger's name, age, period of pregnancy, expected date of delivery, flight itinerary and date, fitness for travel, and the need for special care on board.

5.5.5 When purchasing a Ticket, a sick passenger must fill out the *Special Service Application*, provide other documents required by OTT, truthfully state his or her illness, and agree to present a *Certificate of Diagnosis* dated within 48 hours prior to travel. If OTT agrees to accept a sick passenger after evaluation, OTT will ask such Passenger or his or her agent, upon his or her confirmation, to sign the *Risk Notice and Acknowledgement*, to inform them of the risks existing in air transport. If the Passenger refuses to sign, OTT reserves the right to refuse to issue the Ticket.

5.5.5.1 OTT reserves the right to refuse to issue a Ticket to a Passenger suffering from one of the following illnesses, except in cases where special arrangements have been made by OTT to save lives.

- (1) Those suffering from infectious diseases that pose a direct threat to the health of other Passengers or crew members; Note: SARS, MERS are direct threats because they spread easily and cause serious consequences in the cabin environment; whilst the common cold, which easily spread in the cabin environment but will not lead to serious health consequences, and AIDS, which has very serious health consequences but cannot be easily spread in the cabin, are not a direct threat.
- (2) Those who have recently undergone surgical procedures and may injure themselves as a result of air travel.
- (3) Mentally ill persons whose condition may lead them to cause harm to others or themselves or endanger aviation safety.
- (4) Patients with heart disease in a severe or critical condition, such as those with severe heart failure, having symptoms of cyanosis or myocardial infarction (having had a myocardial infarction within 6 weeks prior to travel).
- (5) Patients with severe otitis media (accompanied by oropharyngeal congestion).
- (6) Patients with recent spontaneous pneumothorax, or patients with neurological conditions who have recently undergone pneumothorax surgery.
- (7) Patients with large mediastinal tumor, extra-large hernia, and intestinal obstruction.

- (8) Patients with head injury, increased intracranial pressure, or skull fractures.
- (9) Patients having suffered recently from a jawbone fracture with metal wire connections.
- (10) Patients with poliomyelitis in the past 30 Days or patients with bulbar poliomyelitis.
- (11) Patients with severe hemoptysis, hematemesis, vomiting, or nausea symptoms.
- (12) Patients with physical or medical conditions (including a neurological or mental condition) who cannot take care of themselves during the journey without specialized assistance.
- (13) Patients whose medical condition suddenly worsens or deteriorates during the check-in or boarding process.
- (14) Patients with other diseases that make them unfit to travel by air.

5.5.6 OTT can not accept applications for ticketing and boarding from stretcher passengers temporarily.

5.5.7 OTT can accept applications for ticketing and boarding from Passengers requiring medical oxygen for non-stop flights when there is support capability at both the airport of departure and the airport of destination. Passengers shall fill out the *Special Service Application* and provide other documents required by OTT. For domestic non-stop flights, Passengers using medical oxygen shall apply for the device 48 hours in

advance; for international or regional non-stop flights, they shall apply 72 hours in advance. If OTT agrees to accept Passengers using medical oxygen after evaluation, OTT will ask them or their agents to sign the *Risk Notice and Acknowledgement* after confirmation, to inform them of the risks existing in air transport. If the Passenger refuses to sign, OTT reserves the right to refuse to issue the Ticket.

5.5.7.1 Passengers using medical oxygen shall provide a *Certificate of Diagnosis* filled in by a doctor from and affixed with the official seal of a secondary hospital (including clinics, medical centers, and hospitals outside of China). If the certificate is issued by a hospital in China, it must be stamped by the hospital and signed by the doctor; if the certificate is issued by an overseas hospital or clinic, the doctor's signature alone is sufficient.

5.5.7.2 The *Certificate of Diagnosis* must be issued within 48 hours prior to the travel of the Passenger using medical oxygen.

5.5.7.3 A Passenger using medical oxygen must be accompanied by at least one adult passenger, or one health care worker who must produce proof of identity and occupation.

5.5.7.4 Except for disabled passengers, oxygen service is a paid service.

5.5.7.5 Except for portable oxygen concentrator models approved and accepted by OTT, Passengers using medical oxygen can only use the oxygen equipment provided by OTT; Passengers shall not to bring

equipment used to store, generate, or distribute oxygen on board.

5.5.8 Each Passenger shall hold one Ticket.

5.5.9 The Ticket will only be issued by OTT or OTT Sales Agents after the Passenger has completed the Ticket payment within the time limit stipulated by OTT Regulations.

5.5.10 After ticket issuance, the Passenger shall verify the Ticket or Itinerary information.

5.5.11 Passengers requiring a reserved seat under special circumstances must obtain the consent of OTT and purchase a Ticket within the ticket issuance time limit stated in the reservation record.

5.5.12 Children under the age of five must be accompanied by an adult with full capacity for civil conduct throughout the flight. For Child Passengers aged between five and twelve on the actual date of transport to travel alone, they must apply to OTT for unaccompanied minors boarding procedures and obtain consent from OTT before purchasing a Ticket. Children travelling with an adult but in different physical classes from the adult shall be considered as unaccompanied minors, and unaccompanied minors boarding procedures shall be applied.

5.5.13 Passengers under the age of eighteen may not travel alone with infants or children.

5.5.14 If a Passenger purchases an E-ticket, the Itinerary should be printed no later than 7 Days after all flight segments have been used. For Tickets

that have been exchanged, the Itinerary should be printed at the latest within 7 Days after such exchange.

5.5.15 OTT provides value-added differentiated product services in addition to transport services, including preferred seat service and prepaid Baggage service. Passengers can voluntarily choose and pay for value-added product services and change or unsubscribe from the services in accordance with the corresponding product rules.

## **Rule 6 Flight Overbooking**

**6.1** To maximize the use of air transport resources and avoid wastage, OTT may, after rigorous forecasting and depending on the situation, conduct appropriate Overbooking on certain Flights that are prone to seat wastage. In the event of Flight Overbooking, OTT will post the *Overbooked Flight Notice* and *Call for Volunteers Notice* for the relevant Flight in the check-in area, informing Passengers of the overbooked Flight, the Carrier's compensation plan and the Passengers' rights, and will seek the volunteers among the Passengers who are willing to accept the Carrier's compensation and choose to change their class of service or Flight or route or endorse to another airline or accept a refund for their Tickets.

**6.2** In case of Overbooking, OTT will provide reasonable compensation to the Passengers who volunteered to give away their seat and will arrange

suitable Flights for them or refund their Tickets upon request. If there are insufficient Passengers who are willing to give away their seat, OTT may refuse to transport certain Passengers in accordance with its separately formulated and published priority boarding rules.

**6.3** For Passengers who are denied boarding, if they decide to continue their journey, OTT will arrange the next earliest Flight for them in the corresponding class and provide reasonable compensation and follow-up services in accordance with the relevant regulations based on their original Flight and the time of delay.

**6.4** The specific content of the Flight Overbooking service shall be subject to the *OTT Airlines Flight Overbooking Service Plan* separately announced by OTT.

## **Rule 7 Check-in and Boarding**

### **7.1 General Provisions**

7.1.1 The Check-in Deadline for Flights varies by airport. Passengers shall verify their Tickets, check their Baggage, and obtain paper or electronic boarding passes before the Check-in Deadline stipulated by OTT at each airport using the Ticket and their Valid ID used to purchase the Ticket.

7.1.2 If a Passenger fails to check in for a Flight before the specified

Check-in Deadline or fails to arrive at the boarding gate on time or fails to present his or her valid ID and transport document, OTT shall be entitled to refuse to transport such Passenger in order to ensure a normal flight, and OTT will not be liable for the losses and expenses incurred by the Passenger arising therefrom.

7.1.3 The Check-in Deadline varies by airport. OTT or the OTT SaleAgents shall inform Passengers of the Check-in Deadline. Passengers may also check the Check-in Deadline for each airport via official website of CEA.

7.1.4 OTT and OTT Ground Handling Agent shall open the check-in counters on time and handle check-in procedures for Passengers in accordance with the regulations. Before boarding, Passengers and their Baggage must be subject to security check. Otherwise, OTT shall be entitled to refuse to transport the Passengers or their Baggage.

7.1.5 After the aircraft doors have been closed, the captain shall be entitled to refuse any Passenger's request to disembark from the Flight, except in case of a Force Majeure event or the Passenger's sudden illness or life threatening conditions confirmed by the captain. Any Passenger with disruptive behavior on board resulting therefrom will bear the corresponding legal consequences.

## **7.2 No-show**



7.2.1 If a Passenger requests to change to a subsequent Flight or requests a refund after No-show due to reasons attributable to such Passenger, OTT may process such request in accordance with the relevant provisions of the Tariff rules.

7.2.2 If a Passenger requests to change to a subsequent Flight after No-show due to Reasons Attributable to OTT, OTT will actively make appropriate arrangements if there are seats available on a subsequent Flight and will not charge the Passenger a ticket change fee. If a Passenger requests a refund, it shall be processed in accordance with the relevant provisions of Paragraph 11.4 “Involuntary Refund” of these Conditions.

### **7.3 Missed Boarding**

7.3.1 If a Passenger requests a refund for a Missed Boarding due to reasons attributable to such Passenger, OTT will process such request according to the rules regarding No-show attributable to the Passenger.

7.3.2 If the Missed Boarding is due to Reasons Attributable to OTT, OTT will arrange for the Passenger to take a subsequent Flight as soon as possible or process in accordance with Paragraph 11.4 “Involuntary Refund” of these Conditions.

### **7.4 Wrong Boarding**

7.4.1 In the event of Wrong Boarding due to reasons attributable to a

Passenger, OTT will arrange for such Passenger to take the earliest OTT Flight to the place of destination on the Passenger's Ticket. The ticket fee shall not be made up nor refunded.

7.4.2 In the event of Wrong Boarding due to Reasons Attributable to OTT, OTT will arrange for the Passenger to take a subsequent Flight as soon as possible. If the Passenger requests a refund, it shall be processed in accordance with the relevant provisions of Paragraph 11.4 "Involuntary Refund" of these Conditions.

## **7.5 In-flight Seating Arrangements**

7.5.1 In addition to providing seats in accordance with the Flight and class of service that the Passenger has reserved, OTT will use its best endeavours to meet the Passenger's requirements for a seat in the same class of service but does not guarantee to provide the seat specified by the Passenger.

7.5.2 To ensure flight safety, the seats by the exits of the aircraft will be designated and arranged by OTT.

7.5.3 For operational, safety, or security reasons, OTT reserves the right to assign or reassign seats on board the aircraft, even after Passengers have boarded or taken their seats.

## **7.6 Misconnection**

Where there are Connecting Flights, if the Passenger cannot catch the Connecting Flight booked at the connecting point due to Reasons Attributable to OTT, OTT, as the Carrier of the Flight before the connecting point, shall make appropriate arrangements for the Passenger at such connecting point.

## **7.7 Boarding**

7.7.1 Passengers shall wait for their Flight at the boarding gate at the time specified by OTT Regulations in accordance with the important reminders on the paper or electronic boarding passes. The closing time of each airport gate can be checked on official website of CEA, but shall be subject to the information announced by the airport.

7.7.2 If a Passenger fails to comply with Paragraph 7.7.1 of these Conditions and fails to board the aircraft within the time specified by OTT Regulations, OTT shall be entitled to refuse to transport such Passenger and shall not be liable for any loss incurred by such Passenger arising therefrom.

## **Rule 8 Baggage Transport**

### **8.1 General Provisions**

#### **8.1.1 Items not to be carried as Baggage**

Items that may endanger the safety of aircraft, personnel, or property on

board, as specified in the *Technical Instructions for the Safe Transport of Dangerous Goods by Air* issued by the International Civil Aviation Organization (ICAO), the *Dangerous Goods Regulation* issued by the International Air Transport Association (IATA), and PRC laws, regulations or orders (explicitly) prohibiting their transport, as well as the OTT regulations. For the items listed in this Paragraph 8.1.1 of these Conditions, Passengers shall not place the items as listed in this Paragraph in Baggage or carry them into the passenger cabin, otherwise, OTT shall be entitled to refuse to provide transport services for such Passengers.

8.1.1.1 Items that do not comply with the Paragraph 1.35 of these Conditions.

8.1.1.2 Dangerous goods (including but not limited to the following categories), unless otherwise specified by the Civil Aviation Administration of China:

- (1) Explosives.
- (2) Gases, including flammable, non-flammable non-toxic and toxic gases.
- (3) Flammable liquids.
- (4) Flammable solids, spontaneous combustion substances and water-reactive substances.
- (5) Oxidizing agents and organic peroxides.
- (6) Toxic and infectious substances.
- (7) Radioactive substances.

(8) Corrosive substances.

(9) Miscellaneous hazardous substances and articles, including environmentally hazardous substances.

8.1.1.3 Firearms and other weapons (including major parts and components), including but not limited to:

(1) Military and official guns, such as pistols, rifles, submachine guns, machine guns, and riot guns.

(2) Civilian guns, such as air guns, shotguns, shooting sports guns, and anesthetic injection guns.

(3) Other firearms, such as prop guns, firing guns, ball guns, foreign firearms and all types of illegally manufactured firearms.

(4) Replicas and imitation of the above items.

8.1.1.4 Explosive or incendiary substances and devices, including but not limited to:

(1) Ammunition, such as bombs, grenades, flares, incendiary bombs, smoke grenades, signal flares, tear gas grenades, poison gas grenade, and bullets (buckshot, blanks, dummy shells).

(2) Blasting equipment, such as explosives, detonators, fuses, detonating tubes, blasting fuses, detonating cords, and blasting agents.

(3) Pyrotechnic products, such as fireworks, smoke cake, yellow smoke, and display projectiles.

(4) Replicas and imitation of the above items.

#### 8.1.1.5 Controlled devices, including but not limited to:

- (1) Controlled knives, such as daggers, triple-edged scrapers, spring-loaded knives with self-locking devices or switchblades, other similar single-edged, double-edged, triple-edged sharp knives and other types of single-edged, double-edged, multi-edged knives with tip angles greater than 60 degrees and body lengths more than 220 mm.
- (2) Military and police equipment, such as batons, police tasers, military or police daggers, handcuffs, thumb cuffs, leg irons, and tear gas spray.
- (3) Other state controlled devices, such as crossbows.

#### 8.1.2 Items that can only be carried as Unchecked Baggage

8.1.2.1 High value items; fragile or perishable items; out-of-production videos, prints, manuscripts and other items; important documents and files; items requiring personal care such as travel documents and medications to be taken during travel.

8.1.2.2 Batteries used in electronic equipment, electronic medical devices, electric wheelchairs or other mobility aids, including lithium batteries, fuel cells, etc.

8.1.2.3 Lithium battery portable charger (power bank).

8.1.2.4 Other items specified by the Civil Aviation Administration of China.

#### 8.1.3 Restricted items for transport

8.1.3.1 Sharp and blunt instruments other than controlled knives and other

items capable of causing bodily injury or posing a hazard to aviation safety and transport order are prohibited from being carried on board but may be carried as Checked Baggage and must be properly packed.

(1) Sharp instruments, including but not limited to: daily-use knives (blade length greater than 6 cm), such as kitchen knives, fruit knives, scissors, art knives, paper cutters; professional knives (regardless of blade length), such as scalpels, slaughter knives, carving knives, plane tools, milling cutters; knives, spears, swords, halberds used for martial arts and cultural performances.

(2) Blunt instruments, including but not limited to: Sticks (including telescopic sticks, nunchaku), clubs, pool cues, cricket bats, hockey sticks, golf clubs, trekking poles, ski poles, and knuckle-dusters (brass knuckles).

(3) Other items capable of causing bodily injury or posing a hazard to aviation safety and transport order, including but not limited: tools such as drills (with drill bits), chisels, awls, saws, stud guns, nail guns, screwdrivers, crowbars, hammers, pliers, welding guns, wrenches, axes, hatchets (emergency axes), vernier calipers, ice axes, and ice picks,

(4) Other items such as darts, slingshots, bows, arrows, buzzing self-defense devices, and electric shock devices not under state control, mace gas, tear gas, pepper spray, acid sprays, and animal repellents.

8.1.3.2 Drugs or cosmetics required for travel, such as alcohol-containing pharmaceuticals, hair conditioners, and perfumes.

8.1.3.3 Dry ice.

8.1.3.4 Alcoholic beverages.

8.1.3.5 Toy guns shall be transported as Checked Baggage and shall not be carried in the passenger cabin.

8.1.3.6 Liquid, gel, and aerosol articles in the hand Baggage of each Passenger shall be carried in containers with a capacity of not more than 100 ml, and the total amount shall not exceed 1 L.

8.1.3.7 Electric wheelchairs used by Passengers during travel.

8.1.3.8 Service dogs, including: assistance dogs, guide dogs, and hearing dogs.

8.1.3.9 Firearms and ammunition shall be transported as Checked Baggage only with a firearms and ammunition transport permit and shall not be carried on board as Unchecked Baggage or carry-on items. Firearms and ammunition must be separated, placed in a safe and secure closed package, and kept locked. Transport shall be in compliance with the conditions of transport of dangerous goods.

8.1.3.10 Large musical instruments and other items that are not suitable for transportation in the cargo compartment of the aircraft and whose weight or volume exceeds the restrictions on Unchecked Baggage may be brought into the passenger cabin at a separate charge to occupy a seat and kept by the Passenger, and the Passenger shall assume full responsibility.

8.1.3.11 Lithium batteries shall not be transported as Checked Baggage.



8.1.4 For the transportation of other restricted items, please visit the official website of CEA, mobile website, CEA APP, or inquire through the CEA hotline (95530).

## **8.2 Checked Baggage**

8.2.1 Once the Baggage is delivered to OTT, OTT will issue a paper or electronic Baggage Check for each piece of Checked Baggage.

8.2.2 Passengers shall affix their names or other personal markings for easy identification before the Checked Baggage is collected and transported.

8.2.3 Checked Baggage will be carried on the same Flight as the Passenger. If under special circumstances it cannot be carried on the same Flight, OTT will explain this to the Passenger and ensure the Checked Baggage is transported on a subsequent available OTT Flight with priority.

8.2.4 Checked Baggage shall be packed in suitcases or other suitable containers with intact latches, firmly tied and able to withstand certain pressure to ensure safe transportation under normal operating conditions; for Baggage whose packaging does not meet the requirements, OTT may refuse to accept such Baggage as Checked Baggage and/or shall not assume responsibility for compensation for damage.

8.2.5 The weight of each Checked Baggage shall not exceed 50 kg and the dimensions shall not be less than 5 x 15 x 20 cm and shall not exceed 40 x

60 x 100 cm. Baggage that exceeds the above regulations can only be checked in with the prior consent of OTT.

### **8.3 Unchecked Baggage**

8.3.1 For details on the Unchecked Baggage allowance for Passengers, please refer to the *OTT Airlines Passenger Baggage Regulations*.

8.3.2 Baggage brought into the passenger cabin shall be placed under the seat of the row in front of the Passenger or in the overhead baggage compartment; articles considered to be too large or too heavy according to Paragraph 8.3.1 of these Conditions shall not be brought into the passenger cabin.

8.3.3 Carry-on Unchecked Baggage that exceeds the above weight, number, or volume restrictions shall be checked in as Checked Baggage.

8.3.4 For the transport specifications of lithium-ion batteries, please refer to the *Rules on Safe Transportation of Lithium Battery* published on official website of CEA.

### **8.4 Free Baggage Allowance**

8.4.1 For details on the Free Baggage Allowance for Passengers, please refer to the *OTT Airlines Passenger Baggage Regulations*.

8.4.2 If two or more Passengers traveling in company on the same Flight to the same destination check in their Baggage at the same place, their Free

Baggage Allowance can be counted collectively according to the standard of their respective passenger fare levels.

8.4.3 Passengers who involuntarily change their class of service shall enjoy the Free Baggage Allowance specified in the original Ticket.

8.4.4 For domestic segment forming part of international transport, the Free Baggage Allowance for each Passenger shall be calculated according to the Free Baggage Allowance of the applicable international segments.

8.4.5 Small Animals (except service dogs carried by disabled persons), their containers and food are not included in the Free Baggage Allowance and can only be transported as excess baggage. The Passenger shall pay for the total weight of the Small Animals, their containers, and food according to the excess baggage rate in the *OTT Airlines Passenger Baggage Regulations*.

8.4.6 Assistive Devices for Passengers with Disabilities (including but not limited to wheelchairs) are not included in the Free Baggage Allowance and can be transported additionally free of charge.

## **8.5 Excess Baggage Charges**

8.5.1 A Passenger's Checked Baggage and Unchecked Baggage that exceeds the Free Baggage Allowance is referred to as excess baggage, for which Passengers must pay the excess baggage charges.

8.5.2 The excess baggage check shall be issued to the Passenger when the

excess baggage charge is collected.

8.5.3 The excess baggage rate shall be subject to the rules updated by OTT, and the total amount charged shall be computed in terms of Renminbi (RMB), with the number rounded to the nearest unit and the digit after the decimal point rounded off.

8.5.4 For details on the excess baggage charges, please refer to the *OTT Airlines Passenger Baggage Regulations*.

## **8.6 Declared Value of Baggage**

8.6.1 When the value of Checked Baggage exceeds RMB 100 per kilogram, Passengers may apply for declared value of Baggage.

8.6.2 The declared value of Checked Baggage shall not exceed the actual value of the Baggage itself. The maximum declared value of Baggage for each Passenger is RMB 8,000 (beyond RMB 8,000, Passengers may purchase other insurance products on their own). If OTT disagrees with the declared value or if the Passenger refuses to accept the verification of a Baggage, OTT has the right to refuse the collection and transportation of such Baggage.

8.6.3 OTT charges a surcharge of 5% of the declared value of the Baggage in excess of the limit specified in Paragraph 8.6.1 of these Conditions. The amount is in RMB, rounded to the nearest unit.

8.6.3.1 The declared value of Baggage is only applicable to the segments

carried by OTT and the segments carried by other Carriers that have a special agreement with OTT.

8.6.3.2 If Passengers need to continue to apply for declared value of Baggage on subsequent segments, they shall apply to the Carrier of the subsequent segment.

8.6.3.3 If the value declared by the Passenger at the Stopover Point is higher than the declared value at the original place of departure, a surcharge shall be added for the declared value from the Stopover Point to the final destination.

8.6.4 OTT does not process declared value of Baggage for the transportation of Unchecked Baggage, Passengers' carry-on items, Small Animals, and Baggage occupying seats.

8.6.5 Baggage with declared value is not counted under the Free Baggage Allowance.

## **8.7 Inspection Rights**

For safety and security reasons, OTT may, in conjunction with the relevant departments, conduct security checks, scans, or x-ray inspections of Passengers' Baggage in the presence of Passengers. OTT shall not be liable for any loss suffered by Passengers who fail to show up when they are informed that their Checked Baggage is being inspected. If the Passenger refuses the inspection, OTT may refuse to transport such Passengers or

their Baggage.

## **8.8 Baggage Collection and Transportation**

8.8.1 Passengers shall check in their Baggage with a valid Ticket.

8.8.2 OTT only collects Baggage during check-in on the departure day of the Flight. If a Passenger requests an early check-in, he or she must obtain the consent of OTT in advance.

8.8.3 When checking in Baggage at the check-in counter, OTT shall attach a Baggage Identification Tag to each piece of Baggage checked in by the Passenger and hand over the Baggage Identification Tag to the Passenger. If a Passenger uses an electronic Baggage tag, the electronic consignment record shall be used as the Baggage Identification Tag.

8.8.4 Passengers who check in their Baggage through self-service channels must attach the Baggage tag to their Baggage in accordance with the OTT Regulations and retain the Baggage Identification Tag.

8.8.5 If a Passenger consigns Baggage that may be subject to a transportation liability dispute, OTT shall be entitled to request the Passenger to sign a waiver of liability to exempt OTT from liability for damage to such Baggage during transportation, and if the Passenger refuses to sign, OTT shall be entitled to refuse to transport the Baggage. OTT shall not be liable for any destruction or loss of, or damage to such Baggage in transit after the Passenger signs the declaration.

8.8.6 Passengers with disabilities are not required to sign a waiver of liability for assistive devices, except where damage has occurred prior to the Passenger's delivery.

## **8.9 Small Animals**

8.9.1 Passenger must make a request at the time of Seat Reservation and obtain prior consent from OTT before transporting them. In case the carriage of Small Animals needs to be transported collectively by successive Carriers, the consent of the relevant successive Carriers must be obtained. Small Animals shall be placed in appropriate containers and shall have valid health and vaccination certificates.

8.9.2 Small Animals other than service animals may only be transported in the cargo compartment. Passengers shall transport their Small Animals to the airport for check-in procedures on the day of the Flight.

8.9.3 The weight of Small Animals and their containers and food shall not be included in the Passenger's Free Baggage Allowance (See Paragraph 8.4.5 of these Conditions).

8.9.4 Unless directly caused by OTT, the Passenger shall be fully responsible for any illness, escape, injury, or death of the consigned Small Animals during transportation.

8.9.5 Containers for carrying Small Animals shall conform to the requirements of OTT and such requirements will be communicated to the

Passenger at the time of application for consignment.

8.9.6 Service dogs such as assistance dogs, guide dogs, and hearing dogs may be brought into the passenger cabin by Passengers with walking disabilities, blind Passengers, or deaf Passengers if they meet the OTT Conditions of Carriage, with prior permission from OTT. Assistance dogs, guide dogs, and hearing dogs, together with their containers and food, can be transported free of charge and are not counted as part of the Free Baggage Allowance.

8.9.7 Based on safety and health needs, OTT reserves the right to limit the number of Small Animals to be transported per aircraft and to determine the manner of transporting them.

8.9.8 Passengers shall be responsible for all the damage or injury that may be caused by Small Animals, including assistance dogs, guide dogs, hearing dogs, and other service dogs, to other Passengers or OTT.

## **8.10 Seat-occupying Baggage**

8.10.1 If the items carried by the Passenger are not suitable for transportation in the cargo compartment of the aircraft, such as delicate musical instruments ,fragile or high value items, and do not comply with the provisions of Paragraphs 8.2 and 8.3 of these Conditions, the Passenger shall inform OTT when booking and checking in for the Flight, and after receiving permission from OTT, bring such items into the passenger cabin



as seat-occupying Baggage. 8.10.2 The dimensions of each piece of seat-occupying Baggage shall not exceed  $40 \times 60 \times 100$  cm (the transport size of musical instruments as seat-occupying Baggage shall not exceed  $40 \times 60 \times 140$  cm), and the weight shall not exceed 75 kg.

8.10.3 Packages must be properly sealed and packed by Passengers themselves and the outer package must be equipped with handles for fixing purposes.

8.10.4 Each Passenger may only carry a maximum of two pieces of seat-occupying Baggage at a separate charge, and such Passenger shall be responsible for supervising such Baggage in the passenger cabin on their own throughout the flight.

8.10.5 There is no Free Baggage Allowance for seat-occupying Baggage.

## **8.11 Illegal Baggage**

If a Passenger's Baggage contains items that are not allowed to be transported as Baggage, or items that are prohibited from transport by the national regulations, or dangerous items, or restricted items not agreed to be transported by OTT, the entire Baggage will be considered illegal. OTT handles the illegal Baggage according to the following regulations:

8.11.1 If the illegal Baggage is found at the place of departure, OTT shall be entitled to refuse to transport it; if it has been collected, OTT shall be entitled to cancel the carriage and the excess baggage fee charged will not

be refunded.

8.11.2 Carriage of any illegal Baggage found at a Transit Place shall be ceased immediately. The illegal Baggage will be handed over to the relevant departments for processing. The cost incurred for the processing will be borne by the Passenger, and the excess baggage fee received will not be refunded.

8.11.3 Prohibited items, restricted items, or dangerous items stipulated by the national regulations that are placed within the illegal Baggage shall be handed over to the relevant government authorities for processing.

8.11.4 The Passenger is not entitled to assert any rights or claims against OTT in respect of illegal Baggage.

## **8.12 Baggage Return**

8.12.1 Passengers requesting the return of Baggage at the place of departure must do so before the Baggage is loaded on to the aircraft. If a Passenger applies for a ticket refund, the Baggage that has been collected must also be returned at the same time.

8.12.2 Passengers can request the return of Baggage at a Transit Place, unless there is insufficient time; however, excess baggage fees that are charged for unused flight segments are not refundable.

8.12.3 For the return of Baggage with declared value, the declared value surcharge for the delivered Baggage shall be refunded only at the place of

departure while no declared value surcharge shall be refunded for the return of Baggage at the Transit Place.

8.12.4 If the Passenger changes to another Flight due to Reasons Attributable to OTT, the Baggage transportation shall be changed accordingly with the Passenger, and the excess baggage fees shall be refunded by OTT on the basis of “refund for any overpayment or a supplemental payment for any deficiency”; the declared value surcharge for the Baggage shall not be refunded.

### **8.13 Checked Baggage Claim**

8.13.1 Passengers must claim their Baggage at the airport immediately upon the arrival of the Flight using the Baggage Identification Tag.

8.13.2 Unless otherwise provided for by law, if the Passenger does not raise a written objection when claiming the Baggage, it shall be deemed that the Checked Baggage has been delivered in good condition in accordance with the contract of carriage.

8.13.3 OTT shall not be liable for whether the person collecting the Baggage is indeed the Passenger, nor for any damages or expenses caused thereby.

8.13.4 OTT has the right, but not the obligation, to verify the Passengers and their Checked Baggage. If the Passenger cannot produce the Baggage Identification Tag, the Passenger must produce sufficient proof to establish

his or her right to the claimed Baggage. If necessary, OTT may request the Passenger to issue a corresponding letter of undertaking to undertake any liability that may be incurred by OTT due to the claim of the above-mentioned Baggage.

8.13.5 If a Passenger does not claim his or her Baggage immediately, OTT may charge the Passenger a Baggage storage fee from the day following the arrival of the Baggage. OTT shall be entitled to dispose of perishable items in Passengers' Baggage 24 hours after the Baggage arrives for public health concerns.

8.13.6 In the event of a delayed arrival of the Passenger's Checked Baggage, if the delay is not attributable to the Passenger, then OTT will deliver the Baggage directly to the Passenger for free or consult with the Passenger for a solution.

8.13.7 From the day following the arrival of the Checked Baggage, if the Baggage remains unclaimed for more than 90 Days, OTT may handle it in accordance with the relevant regulations on undeliverable Baggage and shall not be liable for the loss of such Baggage.

## **8.14 Baggage Compensation**

8.14.1 In the event of delay, lost, or damage occurred in Baggage transportation, OTT or OTT Ground Handling Agents will fill in the *Abnormal Luggage Transport Record* or *Damaged Luggage Record* along

with the Passenger and reply to the Passenger as soon as possible with the results of the investigation. In case of Baggage compensation, it can be handled at the places of departure, Transit Place, or destination.

8.14.2 If a Passenger's Checked Baggage does not arrive on the same Flight with the Passenger due to Reasons Attributable to OTT and causes inconvenience to non-local passengers, compensation fee for temporary supplies of RMB 100 for the economy class and premium economy class Passengers, RMB 200 for the premium business class and business class Passengers, and RMB 300 for the first class Passengers, will be granted respectively. OTT shall not be held liable for any reason whatsoever except as otherwise stipulated in this Paragraph 8.14.2 of these Conditions.

### **Rule 9 Schedules, Delays and Cancellations**

**9.1** All CEA Flights, i.e., Flights with the two-character code MU or FM (excluding Code-share Flights) and operated by CEA's (including its holding subsidiary SAL) aircraft and crew, will be provided with a uniform standard of service by OTT; Flights with the two-character code MU and operated by OTT Airline's aircraft and crew will be provided with the same service standard as OTT Airlines.

**9.2** Flight times or aircraft types shown in the flight schedule or elsewhere are scheduled only, and not definite. Such flight times or

**aircraft types do not constitute part of the contract of carriage between OTT and the Passenger.**

**9.3 OTT shall make every effort to transport Passengers and their Baggage in accordance with the flight schedule announced on the date of travel in a reasonable manner. OTT will inform Passengers of the flight time when accepting Seat Reservations and at the time of ticket purchase and will list it on the Passengers' Tickets.**

**9.4 OTT may reschedule flights after Tickets are sold. OTT will notify Passengers any changes of the flight schedule based on the valid contact information provided by the Passengers. In the event of departure/arrival delay of more than 15 minutes, and departure advance, and OTT is unable to arrange an alternative Flight acceptable to the Passenger, the Passenger may apply for a refund in accordance with Paragraph 11.4 of these Conditions. If Passengers accept the alternative Flight, and Passengers request to change or refund, it shall be considered as the change or refund due to reasons attributable to such Passengers, it shall be processed in accordance with Voluntary Change of Ticket provided in Paragraph 12.1 of these Conditions or in accordance with the Voluntary Refund rules provided in Paragraph 11.5 of these Conditions.**

**9.5** OTT will promptly correct any errors or omissions in the flight schedules or other published schedules but will not be liable for any compensation arising therefrom. Any statement made by an employee, agent, or representative of OTT regarding departure or arrival times, dates, or any Flight is for the Passenger's reference only, and the corresponding content shall be subject to the specification of the Ticket.

**9.6** In the event of Flight changes, delays, and cancellations, OTT will take all reasonable measures to avoid losses to Passengers and their Baggage due to delays. OTT shall not be liable if it has taken all reasonable measures or if it is impossible to take such measures.

**9.7** Under any of the following circumstances, OTT may change the aircraft type or route, or cancel, interrupt, delay, or postpone the Flight without prior notice, and shall not be liable for any compensation.

9.7.1 For compliance with national laws, government regulations, orders, and requirements;

9.7.2 For ensuring flight safety;

9.7.3 For other reasons beyond the control of or unforeseen by OTT.

**9.8** In the event of one of the circumstances set forth in Paragraph 3.3.1 of

these Conditions, in addition to the provisions of such paragraph, Passenger accommodation, ground transportation, and other services shall be handled in accordance with Paragraph 9.13 of these Conditions, while OTT shall consider the reasonable requests of the Passenger and adopt any of the following measures the affected Passenger may choose:

9.8.1 OTT arranges for the Passenger a subsequent non-stop flight with available seats free of charge according to Paragraph 12.2.1 of these Conditions or extends the validity period of Tickets according to Paragraph 3.3.1 and 3.3.5 of these Conditions.

9.8.2 OTT changes the route specified in the original Ticket and arranges a OTT Flight to transport the Passenger to their destination or to a Stopover Point.

9.8.3 OTT provides a refund in accordance with Paragraph 11.4 of these Conditions.

9.8.4 If the circumstances specified in Paragraph 3.3.1 of these Conditions are caused by Reasons Attributable to OTT, it shall endorse the ticket to other Carriers in accordance with Paragraph 12.2.2 of these Conditions; if the circumstances specified in Paragraph 3.3.1 of these Conditions are caused by Reasons not Attributable to OTT, this Paragraph 9.8.4 of these Conditions shall not apply.



**9.9** In the event of any of the circumstances set forth in Paragraph 9.7 of these Conditions, the remedies listed in Paragraphs 9.8.1 to 9.8.4 of these Conditions are the only available remedies for the Passenger, but do not preclude the Passenger from asserting other responsibilities against OTT in accordance with applicable law and these Conditions (see Paragraphs 20.2 and 20.3 of these Conditions).

**9.10** Unless otherwise provided for by relevant regulations, in the event of Seat Reservations canceled by Passengers voluntarily, No-show or missing Boarding due to reasons attributable to such Passengers before CEA provides notifications regarding Flight delay or cancellation, CEA will handle the Change, Refund, and Endorsement procedures for Passengers in accordance with the conditions of use of Tickets; if Passengers have changed, refunded, or endorsed Tickets in accordance with the Voluntary Change/Refund/Endorsement rules before CEA provides notifications regarding Flight delay or cancellation, CEA will not refund the ticket change/refund fee.

**9.11** OTT may change or cancel the Transit Place indicated in the Ticket or schedule and may substitute other Carriers or aircrafts without prior notice, in its reasonable discretion or as necessary for its operations.

**9.12** In the event of a load reduction caused by Reasons not Attributable to OTT, OTT shall refuse to carry some Passengers or part of their items in its reasonable discretion. Under such circumstances, OTT will provide subsequent Carrier services, change of Ticket, or refunds for the above-mentioned Passengers in accordance with Tariff rules and OTT Regulations but will not assume any other responsibilities.

### **9.13 Provision of Services in the Event of Irregular Flights**

9.13.1 In the event of departure delays or Flight Cancellations due to Reasons Attributable to OTT, OTT or OTT Ground Handling Agents will provide the Passenger with flight status information and arrange meals, accommodation or other services for the Passenger. The meal or accommodation service may be provided independently by entities other than OTT. OTT shall not assume any other responsibilities except for the circumstances provided in Paragraph 9.13.2 of these Conditions.

9.13.2 In the event of delays or Flight Cancellations due to Reasons Attributable to OTT, OTT or OTT Ground Handling Agents will provide a one-off compensation to the Passenger for any losses arising therefrom. For flight delays of 4 hours (inclusive) to 8 hours, the compensation shall be RMB 200; for flight delays of 8 hours (inclusive) or more, the compensation shall be RMB 400; Passengers with infant tickets will be compensated at 10% of the aforesaid criteria.

9.13.3 In the event of departure delays or Flight Cancellations due to Reasons not Attributable to OTT, OTT or OTT Ground Handling Agents will provide flight status information and assist Passengers in arranging meals or accommodation at their own expense.

9.13.4 In the event of departure delays or Flight Cancellations, OTT, OTT Sales Agents, or OTT Ground Handling Agents will give priority to Passengers with disabilities, the elderly, the pregnant, unaccompanied minors, and other Passengers who require special care.

9.13.5 In the event of a tarmac delay, OTT will provide notifications regarding the cause, the estimated length and status of the delay every 30 minutes to Passengers. During tarmac delays, OTT will ensure the lavatory facilities are operable provided that it will not affect aviation safety. For tarmac delays of more than 2 hours (inclusive), OTT will provide drinking water and food for Passengers on board. Where any such delay lasts for over 3 hours (inclusive) and the departure time is not determined, OTT will arrange for Passengers to disembark and wait, provided that aviation safety and security regulations are not violated.

9.13.6 In the event that a OTT Flight lands at an alternate airport, or is delayed or canceled at a Transit Place, regardless of the reason, OTT or OTT Ground Handling Agents will provide meals or accommodations for the Passengers.

9.13.7 In the event of a Flight delay or cancellation, OTT will provide the certificate of delay or cancellation for Passengers in need on that Flight.

## **Rule 10 Refusal of and Limitation on Transport**

### **10.1 Refusal of Transport**

To ensure flight safety, OTT may refuse to transport Passengers with a Ticket and their Baggage when, as per its reasonable judgment, OTT determines that one of the following circumstances applies:

10.1.1 For compliance with relevant national laws, government regulations, and orders.

10.1.2 The Passenger's behavior, age, mental or physical condition is such that he or she is unfit for air travel or may pose a threat or hazard to himself or herself or other persons or property.

10.1.3 The Passenger fails to comply with the OTT regulations or fails to follow the arrangements and persuasions of OTT staff.

10.1.4 The Passenger refuses to accept security checks.

10.1.5 The Passenger fails to pay the applicable fares, taxes, or payment due, or the Passenger or the person paying the fares fails to comply with their credit arrangement with OTT.

10.1.6 The Passenger fails to present a Valid ID, or the Valid ID presented by the Passenger is not the same document used by the Passenger when purchasing the E-ticket.

10.1.7 The Passenger does not use the Flight Coupon in the order of the flight segments, as specified in the Ticket.

10.1.8 The Passenger fails to produce a valid Ticket. This includes situations where:

10.1.8.1 The Ticket is illegally obtained, or the Ticket is not purchased from OTT or OTT Sales Agents.

10.1.8.2 A reported loss is filed for the Ticket.

10.1.8.3 The Ticket is forged.

10.1.8.4 The Flight Coupon has been altered, defaced, or destroyed without the consent of OTT or OTT authorized agents.

10.1.8.5 The ticket holder fails to prove that he or she is the person listed under the "Passenger Name Column".

10.1.9 The Passenger's Baggage may endanger or affect the safety and health of the crew or other Passengers.

10.1.10 If a Passenger is denied transportation pursuant to Paragraphs 10.1.1-10.1.7 and 10.1.9 of these Conditions, OTT will process for the Passenger in accordance with Voluntary Change of Ticket provided in Paragraph 12.1 of these Conditions or in accordance with the Voluntary Refund rules provided in Paragraph 11.5 of these Conditions. In the event of the circumstances listed in Paragraph 10.1.8 of these Conditions, the Ticket will not be refunded, including the fares, taxes and fees.

## **10.2 Limitation on Transport**

10.2.1 Special passengers such as infants, unaccompanied minors, sick, disabled, pregnant or criminal (including criminal suspects) passengers, even if they are in possession of a Ticket, shall be carried only under the conditions stipulated by OTT and its relevant Carriers and only with the prior consent of OTT and its relevant Carriers and after making appropriate arrangements where necessary.

10.2.1.1 OTT can not accept applications for stretcher passengers temporarily.

10.2.1.2 OTT can not supply passengers with cabin wheelchairs temporarily.

10.2.2 If a Passenger is denied transportation due to non-compliance with Paragraph 10.2.1 of these Conditions, OTT shall handle the Passenger's Ticket in accordance with Voluntary Change of Ticket provided in Paragraph 12.1 of these Conditions or in accordance with the Voluntary Refund rules provided in Paragraph 11.5 of these Conditions.

## **Rule 11 Refunds**

### **11.1 General Provisions**

11.1.1 In the absence of provisions to the contrary in the Tariff rules, OTT shall accept refund requests of Tickets held by Passengers for part or all of the segments that have not been used within the validity period in

accordance with the Tariff rules applicable to such Ticket.

11.1.2 Except as otherwise provided in these Conditions, OTT shall refund the amount of the fares to the Passenger, the payer, or the person to whom the ticket is entrusted in accordance with the payment method shown on the Ticket.

11.1.3 Except in the case of a lost ticket, the Paper Ticket must include the “Flight Coupon” and the “Passenger Coupon” of the unused segment in good condition when refunded. The status of the E-ticket for the unused segment should be “OPEN FOR USE”. Passengers who have printed their Itinerary must apply for a refund with the original Itinerary. At the time of a ticket refund, Passengers shall present their original identity documents produced at the time of ticket purchase. For Passengers who entrust another person to handle the refund procedure, the trustee shall present the power of attorney, the Valid ID of the Passenger listed in the Ticket, the Ticket, and the Valid ID of the trustee.

11.1.4 When OTT refunds the Ticket to a person who holds all the Flight Coupons, Passenger Coupons, and payment vouchers or printed Itineraries for unused segments and who has complied with the provisions of Paragraphs 11.1.2 and 11.1.3 of these Conditions, the Ticket shall be deemed to be refunded in due course and the contract of carriage between OTT and the Passenger shall be terminated immediately.

## **11.2 Period of Refund**

**The Passenger's request for refund shall be made within thirteen months from the date of the commencement of the first transportation (or from the date of issuance of the Ticket if no portion of the Ticket has been used). OTT may refuse to refund filed after this period, that is, OTT will not refund the unused fares, taxes and fees.**

## **11.3 Place of Refund**

11.3.1 Voluntary Refund applications at the place of ticket issuance should be made at the original place of ticket purchase.

11.3.2 Voluntary Refund applications outside the place of ticket issuance may be made at the local ticketing office operated directly under CEA or at OTT Sales Agent.

11.3.3 Involuntary Refund may be made at the ticketing office operated directly under CEA at the original place of ticket purchase, place of departure, Transit Place, place of destination, or under the OTT Sales Agent at the place where the Involuntary Refund occurs.

11.3.4 Passengers who purchase Tickets through the official website of CEA, mobile website, CEA APP, or CEA hotline (95530) must submit a refund application on the original ticketing platform.



## **11.4 Involuntary Refund**

If a Passenger requests a refund due to any of the circumstances listed in Paragraph 3.3.1 of these Conditions, then:

11.4.1 If no portion of the Ticket has been used, the full amount of fares, taxes and fees will be refunded. No refund fee will be charged, but the ticket change fee will not be refunded;

11.4.2 If a portion of the Ticket has been used, the applicable fare of the used segment shall be deducted from the full fare and the balance shall be compared with the fare of the unused segment and the higher shall be refunded to the Passenger, but it shall not exceed the total amount of the original fare. The unused taxes and fees shall be refunded to the Passenger and no refund fee will be charged, but the ticket change fee will not be refunded.

## **11.5 Voluntary Refund**

If a Ticket is allowed to be refunded and the refund does not fall within the scope of Paragraph 11.4 of these Conditions, then:

11.5.1 If no portion of the Ticket has been used, the remaining amount of fares, taxes and fees shall be refunded after the refund fee is deducted, but the ticket change fee will not be refunded.

11.5.2 If a portion of the Ticket has been used, the remaining amount will be refunded to the Passenger after the fare for the travel undertaken, relevant taxes and fees, and refund fees have been deducted, but the ticket change fee will not be refunded.

11.5.3 If the fare for the travel undertaken is greater than or equal to the full fare, the fare of the unused segment shall not be refunded, and the refundable taxes and fees of the unused segment shall be returned to the Passenger, but the ticket change fee will not be refunded.

11.5.4 Unless otherwise stated in these Conditions or in the OTT Regulations, for Tickets with a non-refundable or non-refundable balance stated on the Ticket, taxes and fees may be refunded separately and no refund fee will be charged, but the ticket change fee will not be refunded.

## **11.6 Refund Fee**

**11.6.1 Except as provided in these Conditions or in the OTT Regulations, OTT will charge the Passenger a refund fee in accordance with Paragraph 11.5 of these Conditions. The refund fee standard is specified in the applicable Tariff rules for Tickets.**

11.6.2 Passengers holding Tickets as revolutionary disabled servicemen and police officers with disabilities incurred while on duty who request a refund, are exempt from the refund fee.

11.6.3 Passengers holding infant tickets charged at 10% of the Normal Fare

who request a refund are exempted from the refund fee. For child tickets, the refund fee will be deducted in accordance with adult ticket standard.

11.6.4 If a Passenger asks for a refund due to illness, he or she must provide a *Certificate of Diagnosis* issued by a Grade-A secondary hospital or above (including clinics, medical centers, and hospitals outside of China) and stamped with its official seal, stating that the Passenger is unfit to fly, before travel, and the refund fee will be waived. If the companions of the sick passenger request a refund, they shall attach copies of the sick passenger's ticket and relevant certificates and proceed the refund procedure along with the sick passenger. No refund fee shall be charged, but the number of companions is limited to 2 companions.

11.6.5 For the refund of tickets for deceased passengers, a death certificate issued by the public security authorities is required, and the refund fee will be waived. If the companions of the deceased passenger request a refund, they shall attach copies of the deceased passenger's ticket and relevant certificates and proceed the refund procedure along with the deceased passenger. No refund fee shall be charged, but the number of companions is limited to 2 companions.

**11.6.6 Passengers holding a Special Fare Ticket requesting a refund, shall be handled in accordance with the Tariff rules of that Ticket.**

## **11.7 Refusal of Refund**

**11.7.1 If a Passenger voluntary terminates travel at a Transit Place of a Flight, the fares, taxes and fees for unused segments of the Flight are not refundable.**

**11.7.2 If a refund is requested after thirteen months (unless otherwise specified) from the date of commencement of the first transportation (or from the date of issuance of the Ticket if no portion of the Ticket has been used), OTT may refuse to refund the Ticket, that is, OTT will not refund the unused fares, taxes and fees.**

## **Rule 12 Change of Tickets**

**12.1** Changes to the Ticket requested by Passengers due to their own reasons in respect of Flight, date, or Carrier after purchase their Tickets, fall under the Voluntary Change of Ticket category and shall be handled according to the following provisions:

**12.1.1** If Passengers voluntarily change their class of service after purchasing their Tickets, OTT and OTT Sales Agents shall handle the change under the condition that the Flight has available seats and if time permits. If Passengers wish to downgrade their class of service, they may first apply for a Voluntary Refund and then purchase a new Ticket.

**12.1.2** If Passengers voluntarily change the Flight and the date after purchasing their Tickets, OTT and OTT Sales Agents will handle the

change according to the Tariff rules of the Ticket, under the condition that the Flight has available seats and if time permits, and the Passengers shall bear the difference in fares and other related costs incurred.

12.1.3 If Passengers voluntarily change Carrier after purchasing their Tickets, OTT will handle the Endorsement procedures for Passengers that it was supposed to carry and Passengers holding OTT Tickets in accordance with the Tariff rules, and the Passengers shall bear the difference in fares and other related costs incurred.

12.1.4 If a Passenger holding a OTT Ticket or a Ticket issued by a Carrier other than OTT that includes a OTT flight segment voluntarily changes the originally designated Carrier of the flight segment, the Passenger may, with the consent of OTT, switch to another Carrier if the Tariff rules permit, but Endorsement is limited to the same class of service on Flights of the carriers with which OTT has a settlement agreement, and the Passenger shall bear the difference in fares and other related costs incurred. Passengers who do not meet the requirements of Paragraph 12.1.3 and 12.1.4 of these Conditions who wish to request a change of Carrier shall be processed in accordance with the Voluntary Refund.

12.1.5 OTT Sales Agents are not allowed to handle the Endorsement procedures for Passengers without the authorization of OTT.

**12.2** As a result of any one of the circumstances specified in Paragraph 3.3.1 of these Conditions, the Passenger may apply for a change of Flight, date, Carrier, or a change to a lower class of service in accordance with these Conditions, which is an Involuntary Change of Ticket and shall be handled in accordance with the following provisions:

12.2.1 OTT shall change the Passenger to a OTT Flight acceptable to Passengers within 3 Days before or after the original Flight, free of charge. If the Passenger needs to change to a Flight that is more than 3 Days before or after the original Flight, it shall be handled according to Paragraph 12.1.2 of these Conditions. If there is no available seat on a OTT Flight within 3 Days before or after the original Flight, a free change to the nearest available OTT Flight will be allowed. The number of free changes is limited to one.

12.2.2 If the circumstances specified in Paragraph 12.2 of these Conditions is caused by Reasons Attributable to OTT, OTT may, with the consent of both the Passenger and the endorsed Carrier, endorse the Ticket to another Carrier free of charge.

### **Rule 13 Passenger Service**

**13.1** Passengers shall bear the expenses of ground accommodation and transportation costs at the connecting point of the Connecting Flight.

**13.2** In the event that a Passenger falls sick during the Flight, OTT will take reasonable measures to assist the Passenger to the best of its ability.

**13.3** During the flight, OTT shall provide free beverages or meals to Passengers in accordance with its regulations and standards. Passengers requesting other services beyond those specified may be charged accordingly by OTT.

**13.4** In the event of abnormal circumstances such as delays or Flight Cancellations, Passenger services shall be carried out in accordance with Paragraph 9.12 of these Conditions.

#### **Rule 14 Third Party Service**

**14.1** OTT may arrange services other than air transport for the Passenger, which shall be provided by a third party, or OTT may issue a ticket or receipt to the Passenger for ground transport, hotel reservation, travel, or vehicle rental, or other (non-air) transport or services provided by a third party. In arranging the above-mentioned third-party services, OTT acts only as an agent for the Passenger and/or the third party and is not responsible for such services or the quality of such services. The terms and conditions of the third-party service provider shall apply to the service.

**14.2** For a combined transport in which the Passenger is carried partly by air transport and partly by other modes of transport, the provisions of these Conditions shall apply only to the air transport part of such combined transport from the place of departure to the destination. However, when other modes of transport explicitly form as part of the air transport contract, these conditions shall also apply to that other mode of transport in the absence of proof to the contrary.

**14.3** These Conditions shall not prevent the parties to the combined transport from including conditions relating to other modes of transport on the air transport document provided that the air transport part shall comply with these Conditions.

## **Rule 15 Conduct Aboard Aircraft**

### **15.1 Handling of unlawful interference and disruptive behavior**

**15.1.1 Unlawful interference refers to an act or an attempted act that endangers the safety of civil aviation, including but not limited to: hijacking aircraft; destroying aircraft in use; taking hostages on aircraft or at airports; forcibly breaking into aircraft, airports or aviation facilities; bringing weapons or dangerous devices or materials into aircraft or airports for criminal purposes; using aircraft in use to cause deaths, serious personal injuries, or serious damage to property**



**or the environment; spreading false information that endangers the safety of passengers, crew, ground personnel or the public in aircraft during flight or on the ground, or in airports or civil aviation facilities.**

**15.1.2 Disruptive behavior refers to behavior that disrupts the order of the airport or cabin by failure to abide by the code of conduct at the airport or on the aircraft, or failure to follow the instructions of the airport personnel or the crew, including but not limited to, occupying seats and baggage racks; engaging in physical combat and provoking troubles; molesting women and children and sexual harassment; disseminating obscene materials and other illegal printed materials; using fires or smoking; illegally using of mobile phones or other prohibited electronic devices; theft, deliberate damage, unauthorized displacement of emergency cabin doors and other aviation facilities and equipment; theft of public and private properties on board; tossing objects on the apron, into engine and into the aircraft fuselage; approaching or staying in restricted areas without following the guidance; other acts that endanger the safety of civil aviation and disrupt the order of the cabin.**

**15.1.3 If a Passenger conducts himself or herself aboard the aircraft so as to seriously endanger flight safety including endangering the aircraft or any person or property on board, CEA may take necessary measures to stop and subdue such Passenger to prevent him or her**

**from committing any harmful act. CEA will call the police to deal with the matter when necessary and hand it over to the public security authorities or the judicial authorities. Criminal responsibility shall be investigated in accordance with the law when the circumstances are so serious as to constitute a crime.**

**If a Passenger is denied transportation by OTT due to the actions listed in Paragraphs 15.1.1 and 15.1.2 of these Conditions, the fares, taxes and fees for the Flight will not be refunded, and the remaining unused segments will be handled in accordance with Paragraph 11.5 “Voluntary Refund” of these Conditions and Paragraph 12.1 “Voluntary Change of Ticket” of these Conditions.**

## **15.2 Electronic Devices**

Except for hearing aids and heart pacemakers, Passengers are prohibited from using any other electronic devices (including but not limited to laptops, portable VCRs, portable radios, electronic game consoles or transmitting devices including wireless remote-control toys, wireless network cards, cell phones and walkie-talkies) on board the aircraft without the permission of the OTT crew.

## **15.3 Non-smoking Flights**

Smoking (including traditional cigarettes, electronic cigarettes and other forms of smoking) is not permitted on all OTT Flights and in all areas on board the aircraft.

#### **15.4 Liquor and Alcoholic Beverage**

Passengers are not allowed to consume alcoholic beverages in the passenger cabin, except for those served by OTT during the Flight.

#### **15.5 Seatbelts**

Passengers shall fasten their seatbelts as required and as prompted by the crew during the entire Flight.

### **Rule 16 Administrative Formalities**

**16.1** Passengers shall present valid travel documents required by national laws, government regulations, orders, or rules, and OTT may keep copies of such documents. OTT will, in accordance with Paragraph 10.1 of these Conditions, refuse to transport Passengers who fail to comply with relevant national laws, regulations, orders, or rules, or whose documents do not meet the requirements.

**16.2** Any loss suffered by a Passenger as a result of failure to comply with the relevant national laws, regulations, orders or rules or the incompliance

of the Passenger's travel documents with the national regulations, shall be borne by the Passenger. The Passenger shall reimburse OTT in full for any fines or expenses incurred arising therefrom.

**16.3** Passengers shall submit to any security checks conducted by governmental or legally authorized agencies and its personnel.

**16.4** The Passenger shall be present when his or her Checked Baggage or Unchecked Baggage is being inspected. OTT shall not be liable for any damage to the Baggage caused by the Passenger's failure to comply with this requirement. Reference is made to Paragraph 8.7 of these Conditions.

**16.5** A Passenger may not bring a legal action against OTT based on any information provided to the Passenger by OTT or its agents or staff in connection with travel documents relevant laws, regulations, orders, rules, or requirements in relation thereto.

### **Rule 17 Continuous Transport**

Carriage performed by OTT and other Carriers under one contract or a conjunction ticket with consecutive ticket numbers is considered one undivided carriage, and the liability of each Carrier listed on the Ticket to the Passenger is governed by their respective conditions of carriage, except

as specifically provided by law.

## **Rule 18 Liability for Damages**

### **18.1 Basic Principles**

18.1.1 OTT's liability to the Passenger as a Carrier under the contract of domestic carriage is governed by the conditions and limitation of liabilities stipulated by the *Civil Aviation Law of the People's Republic of China*.

18.1.2 OTT shall not be liable to the Passenger for any damages arising from its compliance or the Passenger's failure to comply with any laws, regulations, government rules, and provisions.

18.1.3 OTT's liability for actual damages shall not exceed the limits stipulated by laws and administrative regulations. Under no circumstances shall OTT be liable for any consequential loss and mental damage to Passengers (including loss of Baggage).

18.1.4 OTT shall be liable for damages only for its own performance of the contract of carriage in accordance with the law. Except as otherwise provided by PRC laws, if OTT issues a Ticket or checks Baggage for a Flight of another Carrier, OTT shall only do so as an agent of that Carrier.

18.1.5 If the damage is caused or contributed by the fault of the Passenger or the claimant, OTT shall be exonerated from its liability or its liability may be mitigated in accordance with applicable laws and regulations.

18.1.6 OTT shall not be liable to the Passenger for any injury to the

Passenger or damage to the Passenger's Baggage caused by such Passenger's Baggage or the items contained therein. Passengers whose items have caused injury to others or damage to the property of OTT shall indemnify OTT for all losses incurred and all related expenses paid by OTT.

18.1.7 In the carriage of Passenger and Baggage, if it is proved that the damage was caused or contributed by the fault of the Passenger, OTT shall be exonerated from its liability or its liability shall be mitigated to the extent that such fault caused or contributed to such loss. If a person other than the Passenger files a claim for compensation for the death or injury of the Passenger, and if it is proved that the death or injury was caused or contributed by the Passenger's fault, OTT shall likewise be exonerated from its liability, or its liability shall be mitigated to the extent that such fault caused or contributed to such loss.

18.1.8 Any liability or limitation of liability with respect to OTT under these Conditions shall apply equally to its agents, employees, and representatives and to any person whose aircraft is operated by OTT and its agents, employees, and representatives. The total amount recoverable from OTT and the above-mentioned agents, employees, representatives and others shall not exceed the limit of liability assumed by OTT.

18.1.9 Except as expressly provided by law, OTT is entitled under these Conditions to liability exemptions or limitations provided by the applicable

laws and regulations.

## **18.2 Bodily Injury or Death of Passengers**

18.2.1 OTT shall be liable for damage sustained in case of death or bodily injury of a Passenger upon condition only that the occurrence which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking; however, OTT shall not be liable for any damage sustained in case of death or bodily injury or aggravation of a Passenger's condition caused or contributed by his or her age, or mental or physical condition during transportation.

18.2.2 Except for damage caused or contributed by acts or omissions with the intention of causing damage or recklessly with actual knowledge that such damage may probably occur, OTT shall be liable for actual damages for each Passenger's death, injury, or other bodily harm in accordance with the policies approved and published by the government of the People's Republic of China.

## **18.3 Damage to Baggage**

18.3.1 OTT shall be liable for the destruction or loss of, or of damage to the Passengers' Checked Baggage and Unchecked Baggage due to events that took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

18.3.2 OTT shall not be liable for the destruction or loss of, or damage to the Passenger's Baggage caused solely by the natural attributes, quality, or defects of the Baggage.

18.3.3 OTT shall not be liable for any bodily injury or property damage caused by the Passenger's Baggage due to reasons attributable to the Passenger. If a Passenger's Baggage or item contained therein cause injury to others or damage to other person's items or to OTT's property, the Passenger shall indemnify OTT or other person for all related damages and expenses incurred as a result thereof.

18.3.4 If the Passenger's Baggage is destroyed, lost, or damaged, OTT will compensate in accordance with the reduced value after the damage or bear the repair costs. OTT's liability is governed by the national regulations on limitation of liability relating to domestic Carriers. The compensation amount for the damage of Checked Baggage is RMB 100 per kilogram. If the value of the Baggage is lower than the above limit, the compensation will be based on the actual value. The compensation amount for the Passenger's Unchecked Baggage will not exceed RMB 3,000 at the maximum. The limitation of liability set forth in these Conditions shall be implemented in accordance with the effective policies approved and published by the government of the People's Republic of China.

18.3.5 If the Passenger has declared value of Baggage, OTT will compensate the Passenger based on the declared value. If the declared



value of the Baggage is higher than the actual value at the time of delivery at the place of destination, compensation shall be provided based on the actual value.

18.3.6 In the event of loss or destruction of, damage to, or delay of the Passenger's Checked Baggage or any items in the Baggage, the weight used to determine the limitation of liability of OTT shall be the weight of the damaged Baggage or items weighed at the time of check-in. If the weight of the damaged Baggage or items cannot be determined, the damaged Baggage of each Passenger can only be calculated up to the amount of Free Baggage Allowance enjoyed by that Passenger.

18.3.7 OTT shall be liable for compensation for the destruction or loss of, or damage to the restricted items listed in Paragraph 8.1.3 of these Conditions that are attached or included in the Passenger's Checked Baggage as normal Checked Baggage.

18.3.8 OTT shall be liable for compensation for the loss or damage of items listed in Paragraph 8.1.2.1 of these Conditions that are attached or included in the Passenger's Checked Baggage as normal Checked Baggage.

18.3.9 OTT shall not be liable for any damage to the Passenger's Unchecked Baggage or the seat-occupying Baggage except to the extent of the loss caused by the negligence of OTT.

18.3.10 When compensation is given for the Baggage, the excess baggage

fee charged for the Baggage will be refunded, but the surcharge for the declared value will not be refunded.

18.3.11 OTT will inform Passengers as soon as the compensated lost Baggage is found. Passengers may claim their Baggage back and refund the full amount of the compensation, however, the compensation for temporary supplies need not be refunded. If a Passenger is found to have committed an obvious fraud, OTT is entitled to recover the full amount of the compensation.

18.3.12 For domestic segments forming part of international transport or Regional Transport, Baggage compensation shall be subject to applicable regulations on Baggage compensation for international transport.

18.3.13 If the Checked Baggage of a non-local Passenger fails to arrive on the same Flight with the Passenger due to Reasons Attributable to OTT or OTT Ground Handling Agents, OTT will pay such Passenger a compensation fee for temporary supplies in accordance with Paragraph 8.14.2 of these Conditions. Unless the Passenger can prove other actual losses, this compensation fee shall be all the expenses that the Passenger may claim.

18.3.14 Damage to or loss of Assistive Devices for Passengers with Disabilities as Checked Baggage shall be compensated for at its actual price (except for the portion that was damaged at the time of delivery and for which the Passenger signed a waiver of liability).

**18.4** Passengers and Baggage losses caused by delays in air transport will be reasonably compensated by OTT in accordance with the laws and regulations. However, OTT shall not be liable for damage occasioned by delay caused by factors beyond its control or avoidance, or if OTT 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 it or them to take such measures.

**18.5** If a Passenger fails to take appropriate measures after a Flight is delayed or canceled which results in greater losses, he or she shall not request compensation from OTT for such increased losses.

## **Rule 19 Passenger Complaints**

**19.1** The complaint hotline: 95530

**19.2** The complaint E-mail Address: [customercare@ceair.com](mailto:customercare@ceair.com)

## **Rule 20 Objection and Dispute Resolution**

### **20.1 Objection**

**20.1.1** The acceptance by the Passenger of the Checked Baggage without objection constitute the prima facie evidence that the Checked Baggage

has been delivered in good condition and in conformity with the transport document. For all lost Baggage, Passengers shall inform OTT upon arrival of the Flight, and complete the procedure of irregular Baggage transportation records, as the original basis for objection. Any subsequent notification to OTT beyond the time limit specified in Paragraph 20.1.2 of these Conditions shall not be accepted by OTT.

20.1.2 In case of any damage to the Checked Baggage, the Passenger shall file an objection with OTT after discovering such damage. In case of any damage to the Checked Baggage, the objection shall be made not later than 7 Days from the date of receipt of the Checked Baggage. In case of delay of the Checked Baggage, the objection shall be made within 21 Days from the date of delivery of Checked Baggage to the Passenger. All objections shall be submitted in writing to OTT within the period specified above.

20.1.3 If a written objection is not made within the time limit specified in Paragraph 20.1.2 of these Conditions, no action shall be brought against OTT.

**20.2** In the event of any air transport dispute between Passengers and OTT, the air transport dispute shall be resolved in high efficiency through mediation in accordance with the principles of voluntariness and legality. Priority shall be given to the Aviation Dispute Mediation Center jointly established by China Air Transport Association and the Primary People's

Court of Changning District of Shanghai Municipality for mediation.

**20.3** If mediation fails or if the Passenger does not choose the method of mediation, the dispute may be submitted to the Shanghai International Aviation Court of Arbitration for arbitration according to the agreement reached between the Passenger and OTT.

**20.4** A lawsuit for compensation of Passengers or Baggage shall be filed by Passengers within two years from the date when the OTT Flight arrived at the place of destination or should have arrived at the place of destination, or when the carriage was terminated.

**20.5** In the event of destruction or loss of, or damage to, or delay of Baggage in successive carriage where liability cannot be determined, the Passenger may bring an action against the first or last Carrier, or against the Carrier that undertakes the segment where the destruction or loss of, damage to, or delay of the Baggage is reasonably suspected to have occurred.

**20.6** Any action for damages incurred in air transport, however founded, can only be brought subject to the conditions and limitation of liability as are set forth in the *Civil Aviation Law of the People's Republic of China*,

without prejudice to the person who is entitled to bring the action and his or her respective rights. In no event shall OTT be liable for punitive, exemplary, or any other non-compensatory damages.

### **Rule 21 Validity and Amendment**

**21.1** These Conditions shall come into effect on November 2<sup>nd</sup>, 2023, and the *Domestic Transportation Conditions of OTT Airlines* implemented on March 1<sup>st</sup>, 2022 shall be repealed simultaneously.

**21.2** OTT may amend these Conditions without notice in accordance with the procedures prescribed by the Civil Aviation Administration of China, however, such amendment shall not apply to the carriage that has commenced prior to the amendment.

**21.3** None of the agent, employee, or representative of OTT may modify or violate any of the provisions of these Conditions.

**21.4** The headings of each provision in these Conditions are for reference only and are not intended to be used for the interpretation of the content of the provision.