

Mokulele Flight Service, Inc. d/b/a

*Mokulele Airlines*

**CONTRACT  
OF  
CARRIAGE**

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**Revision 090925**

**Record of Changes**

Revision	Date	Description
Previous Revision	August 21, 2009	
090925	September 25, 2009	<ol style="list-style-type: none"> <li>1. New format and numbering system within Rules.</li> <li>2. Updated references to reflect new numbering system.</li> <li>3. Clarified Contract amendment procedures in Rule 1.</li> <li>4. Moved child fares to Rule 2.K.</li> <li>5. Clarified boarding time requirements in Rule 3.D.3.</li> <li>6. Updated Rule 9 to reflect current requirements of 14 CFR Part 382.</li> <li>7. Updated Rule 10 to include two additional approved portable oxygen concentrators as well as clarified requirements for physician statements. Removed references to passengers traveling on stretchers.</li> <li>8. Updated Rule 11 to reflect 14 CFR Part 382 requirements for emotional support animals.</li> <li>9. Updated Rule 11 to specify that animals which are cold-blooded in nature will not be accepted as service or emotional support animals.</li> <li>10. Updated Rule 18 to clarify that a maximum of six (6) checked bags will be accepted per passenger.</li> <li>11. Clarified Rule 18 sporting equipment fees.</li> <li>12. Updated Rule 18 to clarify maximum weight for Cabin Baggage.</li> <li>13. Updated Rule 18 to clarify that only one Overweight/ Oversize charge will be applied to a checked bag (in addition to first, second, and excess charges).</li> <li>14. Updated Rule 18 to reflect current ammunition packaging and weight restrictions.</li> <li>15. Added additional requirement in Rule 18 that battery terminals of battery-powered hand tools must be insulated or protected against short circuits.</li> <li>16. Updated dry ice quantities in Rule 18.</li> <li>17. Added restriction against transportation of wet ice in any baggage (checked or carry-on).</li> <li>18. Updated Rule 18 to clarify acceptance of Personal Human Transporters.</li> <li>19. Updated various sections of Rule 18 to reflect requirements of 14 CFR Part 382.</li> <li>20. Clarified restricted animals in Rule 18.F.</li> <li>21. Removed veterinary certification requirement for traveling animals in Rule 18.F.</li> <li>22. Clarified Rule 18.F. to state that pet fee is formulated based on pet weight (not pet plus container).</li> <li>23. Updated Rule 19 to indicated offered amenities for delayed passengers.</li> <li>24. Updated Rule 20 to reflect new compensation limits in the case of involuntarily denied boarding as well as baggage liability limits.</li> </ol>

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TRANSPORTATION OF PASSENGERS AND BAGGAGE BY MOKULELE FLIGHT SERVICE, INC. IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, IN ADDITION TO ANY TERMS AND CONDITIONS PRINTED ON OR IN ANY TICKET, TICKET JACKET OR ETICKET RECEIPT, OR SPECIFIED ON ANY INTERNET SITE, OR IN PUBLISHED SCHEDULES. BY PURCHASING A TICKET OR ACCEPTING TRANSPORTATION, THE PASSENGER AGREES TO BE BOUND THEREBY.

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## Definitions

As used in this Contract of Carriage, the following terms, whether or not capitalized, shall have the meanings ascribed below:

Term	Definition
<b>Adult</b>	A person who has reached his/her eighteenth birthday as of the date of commencement of travel.
<b>Animals</b>	The usual connotation of domestic pets as well as reptiles, birds and fish.
<b>Baggage</b>	Such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger's trip. Unless otherwise specified, it shall include both checked and unchecked baggage and property of the Passenger.
<b>Baggage Check or Baggage Claim Tag</b>	Those portions of the ticket that identify the carriage of a Passenger's checked baggage and that are issued by the carrier as a receipt for the Passenger's checked baggage.
<b>Baggage Tag</b>	A document issued by the carrier solely for identification of checked baggage, the portion of which is attached by the carrier to a particular article of checked baggage.
<b>Cabin Baggage</b>	Carry-On-Baggage that due to its size and nature requires the purchase of a seat on board the aircraft to transport the piece of baggage.
<b>Calendar Month</b>	The period of time starting with the start of any day in a month, identified by number, and ending with the start of the same day of the following month. When the same day does not occur in the following month, this period ends on the last day of the month.
<b>Calendar Week</b>	A period of seven days starting at 12:01 a.m. Sunday and ending at midnight of the following Saturday, provided that when used in reference to service offered only once a week between points of travel, it shall mean a period of eight days commencing with 12:01 a.m. on the day the flight operates.
<b>Carriage</b>	Transportation of Passengers and their baggage by air or ground, either gratuitously or for payment.
<b>Carrier</b>	The carrier (air or ground) issuing the ticket and all carriers that carry or undertake to carry the Passenger and/or his baggage there under.
<b>Carry-on-Baggage</b>	Baggage, other than Checked Baggage, carried on board an aircraft by a ticketed Passenger also known as unchecked baggage.
<b>Certificate</b>	A physical piece of paper with a set value towards transportation or discount on Mokulele Airlines or Mokulele-codeshare flights.
<b>Checked Baggage</b>	Baggage that a ticketed Passenger has requested be carried by the carrier and for which the carrier has issued a Baggage Claim Tag to the Passenger.
<b>Child</b>	A person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel.
<b>Circle Trip</b>	Travel from a point and return thereto by a continuous, circuitous air route (including journeys comprising two (2) fare components but which do not meet the conditions of the round trip definition), provided, that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.
<b>Conjunction Ticket</b>	Two or more tickets concurrently issued to a Passenger and which together constitute a single contract of carriage.
<b>Consequential Damages</b>	Damages which are the result of an act but are not direct or immediate.
<b>Contiguous United States or Continental United States</b>	The District of Columbia and all states of the United States other than Alaska or Hawaii.
<b>Contract of Carriage</b>	The terms and conditions contained in this document, as amended from time to time by the Carrier.
<b>Country of Commencement of Transportation</b>	The country from which travel on the first international sector takes place.
<b>Country of Payment</b>	The country where payment is made by the purchaser to the carrier or its agent. Payment by check, credit card or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the carrier or its agent.
<b>Date of Transaction</b>	The date of issuance of the ticket or receipt of payment.

Term	Definition
<b>Days</b>	Full calendar days, including Sunday and legal holidays, provided that for the purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining the duration of a validity period, the balance of the day upon which the ticket is issued or the flight commenced shall not be counted.
<b>Department of Transportation (“DOT”)</b>	The United States Department of Transportation.
<b>Destination</b>	The ultimate point of the Passenger’s journey as shown on the Ticket.
<b>Educational Establishment</b>	A school, academy, college, or university offering full time educational, vocational, or technical courses for a school year and does not include a commercial office, industrial or military establishment, or a hospital at which a student is serving an apprenticeship unless such apprenticeship is part of the school curriculum of the Educational Establishment at which the student is enrolled.
<b>Fare Component</b>	Each local currency fare (except Add-On-Fares) where more than one such fare is used in construction of the total fare for a journey.
<b>First Class</b>	The forward most section of the cabin that offers larger passenger seating and legroom; normally at a higher fare than Main Cabin customers.
<b>Flight Coupon</b>	A portion of the Ticket that indicates travel points between which the coupon is good for carriage.
<b>Frequent Flyer Award Ticket</b>	An award given to a customer that has earned or obtained enough credits by flying the required amount of segments on Mokulele Flight Service, Inc. or its partners to earn a roundtrip or one-way credit to be used for transportation on Mokulele Flight Service, Inc.
<b>Gateway</b>	The Passenger’s first point of arrival or last point of departure within a geographic locale.
<b>Group</b>	A reservation consisting of 10 or more passengers.
<b>Half Round Trip Fare</b>	Fifty (50) percent of a specified or constructed round trip normal or special fare. In the absence of a specified or constructed round trip normal fare, the one way normal fare is considered to be a half round trip normal fare. If a specified or constructed one way special fare may be doubled to establish a round trip special fare, the one way special fare is considered to be a half round trip special fare.
<b>Historical Comments</b>	The placement of internal notes or time stamp that cannot be deleted by an agent or employee of the airline.
<b>IATA Rate of Exchange</b>	The published rate of exchange issued by IATA from time to time.
<b>Immediate Family Member</b>	Spouse, children, step-children, foster children, legally adopted wards, son/daughter in-law, grandchildren, parents, step-parents, legal guardians, mother/father-in-law, grandparents, brother/sister, stepbrother/sister, half-brother/sister, brother/sister-in-law, aunts/uncles and nieces/nephews.
<b>Infant</b>	A person who has not reached his/her second birthday as of the date of commencement of travel.
<b>Interline Transfer Point</b>	Any point at which the Passenger transfers from the services of one carrier to the services of another carrier.
<b>Interline Transportation</b>	Carriage on the services of more than one carrier where carriers agree to accept each other’s tickets and baggage.
<b>Interstate Transportation</b>	Transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.
<b>Intraline Transportation or “On-line” transportation</b>	Carriage solely over the services of a single air carrier.
<b>Inter Island</b>	The transport between a group of islands in Hawai’i that are not connected via land.
<b>Journey</b>	All travel included on a Ticket or group of Conjunction Tickets.
<b>Legal Guardian</b>	One who legally has the care and management of an infant/minor.
<b>Local Currency Fares</b>	Fares and related charges expressed in the currency of the Country of Commencement of Transportation.
<b>Main Cabin</b>	The Economy cabin of a Mokulele or Shuttle America operated flight.
<b>Maximum Outside Linear Dimensions</b>	The sum of the greatest outside length plus the greatest outside width, plus the greatest outside height.

Term	Definition
<b>Medical Certificate</b>	A letter or form from the Passenger's treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician, or hospital in the country where the illness or treatment arose and which certifies the nature of the Passenger's illness and treatment.
<b>Military Agencies</b>	Departments of the U.S.A. Army, Navy, and Air Force, the Marine Corps, the Coast Guard, the respective academies of the Army, Navy, Air Force, and Coast Guard, and the National Guard. The Reserve Officer Training Corps is not included.
<b>Military Passenger</b>	Military personnel of the Military Agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.
<b>Minor</b>	A person who has reached his/her second birthday but not his/her 18th birthday as of the date of commencement of travel.
<b>Miscellaneous Charges Order ("MCO")</b>	A document issued by a carrier or its agents evidencing the provision of services to the person named in such document.
<b>Mokulele Club Room</b>	Private member-only waiting areas at select airports. Membership is not free and is associated with the Mokulele Rewards Card.
<b>Mokulele Rewards Card</b>	A fee-derived membership program that offers discounts and specials only to paid members in good standing.
<b>MW</b>	The 2 letter code assigned to Mokulele Flight Service, Inc. by IATA.
<b>Normal Fare</b>	The full fare established for regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise herein specified, Normal Fares shall be considered to include the following, all year one-way, round trip, circle trip and open jaw trips, Economy Class, one-class Standard Service, Standard Services, Tourist/Coach Class service, Thrift Class service fares, and on season and off-season fares.
<b>North America</b>	The area comprised of Alaska, Canada, Continental U.S.A. and Mexico.
<b>Non-Revenue</b>	An entity traveling on a fee-waived basis on MW, or utilizing a service offered by MW that is not paying the normal fare.
<b>On-line Tariff Data Base</b>	The remotely accessible, on-line version, maintained by the filer, of (1) the Electronically filed tariff data submitted to the "official DOT tariff database," and (2) the DOT approvals, disapprovals and other actions required by DOT.
<b>On-line Transfer Point</b>	Any point at which the Passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).
<b>Open-Jaw Trip</b>	Travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure are not the same.
<b>Origin</b>	The initial starting place of the journey.
<b>Other Charges</b>	Charges such as taxes, fees, etc., not to be shown in the fare construction box of the ticket, excluding excess baggage charges.
<b>Oversold Flight</b>	A flight where there are more Passengers holding valid confirmed Tickets that check-in for the flight within the prescribed check-in time than there are available seats.
<b>Paperless</b>	A non-IATA standard basis for issuing transportation on a paid reservation in lieu of a ticket number; the traveler will receive a 6 character "confirmation number" along with no balance due when a Paperless transaction is present.
<b>Passenger</b>	Any person, except members of the crew, carried or holding a confirmed reservation to be carried in an aircraft with the consent of the carrier.
<b>Passenger Coupon</b>	That portion of the Ticket constituting the Passenger's written evidence of the Contract of Carriage.
<b>Prepaid Ticket Advice ("PTA")</b>	The notification between offices of a carrier or between carriers that a person has purchased and requested issuance of prepaid transportation for another person. Mokulele does not accept PTA's.
<b>Qualified Individual with a Disability</b>	Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. The phrases used in this definition are further defined in United States 14 CFR Part 382.3.

Term	Definition
<b>Rebooking</b>	A change in date/time of reservation or other change not requiring ticket re-issuance.
<b>Related Charges</b>	Those charges to be shown in the fare construction box of the ticket and excess baggage charges.
<b>Reroute</b>	A change of routing, carriers, fares, class of service, flight or date from that originally provided on the ticket, but does not apply to open tickets.
<b>Resident (“a Resident”)</b>	A person whose usual residence is in a certain country, provided that a more restricted definition may apply under local law.
<b>Revalidation</b>	Any permissible change in flight reservations, as determined by the carrier, evidenced by the placement of a revalidation sticker or historical comments in a reservation.
<b>Round-Trip</b>	Travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin, provided that this definition shall not apply to travel for which the same all year through one way fare is established, between two points, in either direction around the world.
<b>Routing</b>	The cities and/or class of service and/or type of aircraft via which carriage is provided by the carrier(s) between two points.
<b>School Year</b>	A period of twelve (12) consecutive months less whatever interruptions for vacations are normally granted by the educational establishment at which the student is enrolled, provided that where the official scholastic year is less than twelve (12) months, “School Year” shall mean not less than a six-month period less whatever interruptions for vacations are normally granted at the educational establishment at which the student is enrolled.
<b>Sector or Segment</b>	The portion of a journey covered by a single Flight Coupon.
<b>Service Animals</b>	Any guide dog, signal dog, or other animal trained to provide necessary assistance to a Qualified Individual with a Disability or, a trained animal that assists law enforcement officers in the search of contraband and or other items, or which provides assistance with rescue efforts.
<b>Shuttle America</b>	A wholly owned division of Republic Air Holdings, a U.S. Based FAA Part 121 carrier operating jets on behalf of Mokulele Flight Service, on select inter-island routes.
<b>Single Open Jaw</b>	Travel that is essentially of a round trip nature, except that the outward point of arrival and inward point of departure are not the same or the outward point of departure and inward point of arrival are not the same.
<b>Special Drawing Right (“SDR”)</b>	A special unit of currency, the value of which fluctuates and is recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF Survey, published weekly by the International Monetary Fund, Washington, D.C. 20431.
<b>Special Fare</b>	A fare other than a normal fare.
<b>Stopover</b>	A deliberate interruption of travel by the Passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion. For Domestic flights, a Stopover will also occur when a Passenger arrives at a point and fails to depart from such point on: <ol style="list-style-type: none"> <li>1) The first flight on which space is available; or</li> <li>2) The flight that will provide for the Passenger’s earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the Passenger’s Ticket; provided, however, that in no event will a Stopover occur when the Passenger departs from the intermediate/junction point on a flight shown in the carrier’s official general schedule as departing within four hours after arrival at such point.</li> </ol>
<b>Surface Sector</b>	Transportation by other than air between two intermediate points in a Fare Component.
<b>Through Fare</b>	A fare applicable for travel between two consecutive fare construction points via an intermediate point(s).

Term	Definition
<b>Ticket</b>	The record of agreement, including electronic tickets, e.g., “Mokulele Electronic Tickets” or “e-Tickets,” for the carrier(s) to provide transportation and related services under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations.
<b>Ticketed Point</b>	Points shown in the ‘good for passage’ section of the ticket plus any other point(s) used for fare construction and shown in the fare construction box of the ticket, provided that two flight numbers of two carriers such as for an interchange flight will not be permitted on one Flight Coupon.
<b>Transfer</b>	A change from the flight on one carrier to the flight of another carrier, or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number, or a change from the flight of a carrier to another flight that is a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.
<b>Transfer Point</b>	Any point at which the Passenger Transfers.
<b>Transit Point</b>	Any stop at an intermediate point on the route to be traveled (whether or not a change of aircraft is made) which does not fall within the definition of a Stopover.
<b>Trip in Vain</b>	That transportation from a connection point is no longer available and the customer may opt, at no penalty, to return to their origination point, as long as the origination leg was on a MW operated aircraft & flight.
<b>Unaccompanied Minor</b>	Children/Minors 5 to 12 years of age when traveling alone or not accompanied on the same flight and in the same compartment by a companion passenger at least 18 years of age or with their Legal Guardian or parent(s).
<b>United States of America (or the “United States” or the “U.S.A.”)</b>	Unless otherwise specified, the area comprised of the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.
<b>United States Department of Defense</b>	The U.S.A. Department of the Army, Navy, and Air Force, and the U.S.A. Marine Corps.
<b>Upgrade</b>	To change from Main Cabin to First Class without paying the full fare.
<b>Validate</b>	A confirmation that the Ticket has been officially issued by the carrier.
<b>Voucher</b>	An electronic confirmation number storing a saved or prepaid value with varying parameters including exclusions to routes, dates, and customers.
<b>Warsaw Convention</b>	The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague September 28, 1955.
<b>Western Hemisphere</b>	The area comprised of the Continental United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Canada, Greenland, Mexico, Central and South America, and the Caribbean Area.

## Rule I: Application of Contract

- A. These Rules constitute the conditions of carriage upon which Mokulele Flight Service, Inc. d/b/a Mokulele Airlines “MW” agree to provide Domestic and International Carriage and are expressly agreed to by the Passenger. These Rules are also the tariffs filed by MW in accordance with certain government regulations.
- B. This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the Rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on MW’s operation, the latter shall prevail.
- C. Whether a Ticket for transportation on MW was sold by MW or its authorized agents (including other carriers acting on behalf of MW), the rules herein is applicable to transportation only on MW. Under arrangements with MW, Independent carriers may provide Interline Transportation or Code-share services. Travel on those independent carriers is subject to the terms and conditions of the contract of carriage of the independent carriers, which may differ from MW’s Contract of Carriage.

- D. International Carriage is subject to the rules relating to liability and to all other provisions of the Warsaw Convention.
- E. Except as otherwise provided within specific fare rules, transportation is subject to the Contract of Carriage and charges in effect on the date on which the Ticket is issued. References to pages, rules, items and notes are coterminous and include revisions, supplements and reissues thereof.
- F. Where the Ticket has been purchased and issued before the effective date of an increase in the applicable fare, the increase will not be collected, provided there is no change in Origin, Destination, Stopover point(s), flight(s) or dates shown on the original Ticket. These provisions apply whether an increase results from a change in fare level, a change in conditions governing the fare or a cancellation of the fare itself.
- G. MW will be responsible for the furnishing of transportation only over its own lines. When MW undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier (whether or not such transportation is part of a through service), MW will act only as agent for the other carrier and will assume no responsibility for the acts or omissions of such other carrier.
- H. The terms and conditions specified in this Contract may be altered, amended, modified, appended, deleted, or otherwise changed without advance notice.
- I. No employee or agent of MW has the authority to alter, modify, or waive any provision of the Contract of Carriage unless authorized by a corporate officer or General Manager of MW. MW's appointed agents and representatives are only authorized to sell Tickets for air transportation pursuant to approved fares, rules, and regulations of MW. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.
- J. Unless specifically stated otherwise herein or required by law, including the Warsaw Convention, MW shall not be liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under these rules.
- K. MW's obligations hereunder extend only to the Ticketed Passenger. There are no third party beneficiaries to these rules.
- L. Except where provided otherwise by law, MW's conditions of carriage, rules and tariffs are subject to change without notice, provided that no such change shall apply to Tickets issued prior to the effective date of such change.
- M. The invalidity of any provision herein by local law shall not affect the validity of any other provision that shall remain in full force and effect.
- N. If MW makes arrangements for Passengers with any third party to provide any services other than carriage by air, or if MW issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, MW acts only as Passengers' agent in doing so. The terms and conditions of the third party service provider will apply.

## **Rule 2: Reservations—Confirmation/Fare Quotes/Disclosures/Upgrades**

- A. A reservation for space on a given flight of MW is valid when the availability and allocation of such space is confirmed by MW or an authorized agent of MW. MW will hold a telephone reservation without payment for 24 hours. Bookings made via the website or any third-party site may not seek a refund after purchase of any non-refundable fare once the reservation has been purchased (with exceptions being noted as duplicates). Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by MW or the authorized agent of MW indicating such confirmed reserved space provided the Passenger applies to MW or the authorized agent of MW for such Ticket at least 30 minutes before the scheduled Domestic departure time of the applicable flight. Such reservation of space is subject to cancellation by MW without notice if the Passenger does not comply with this Rule.
  - EXCEPTION 1:* If the Passenger agrees to apply to MW or an authorized agent of MW for a validated Ticket indicating such confirmed reserved space by a specific time before the scheduled departure time of the applicable flight, such earlier time limit will be entered into MW's reservation system and the reservation will be subject to cancellation by MW without notice if the Passenger does not apply to MW or its authorized agent for a validated Ticket indicating the confirmed reserved space before the agreed specific time in advance of the scheduled departure of the applicable flight.
  - EXCEPTION 2:* Where other rules, including fare rules, provide for the issuance, validation, or purchase of a Ticket within specific time limits, these specific time limits will apply.
- B. Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from MW or its authorized agent, the reservation is not confirmed until the balance of the Ticket is at "zero", meaning all fares & taxes have been paid in full.

- C. When a person calls MW's telephone reservation system, MW will offer such person the lowest published fare available through such telephone reservation system for which the person is eligible given the dates, flights and class of service requested. MW charges a \$5.00 per reservation fee for all reservations booked via the call center. This fee is nonrefundable. After hours and overflow call centers may charge up to \$15.00 USD per passenger, per roundtrip.
- D. MW will disclose at the time a reservation is made and prior to actual Ticket purchase, any available information regarding a change of aircraft on a single flight with the same flight number.
- E. Upon request, MW will disclose general information regarding aircraft configuration, including seat size and pitch, for the aircraft type on which the Passenger is booked. Variations may occur within an aircraft type.
- F. MW will make available through its website or otherwise, rules, restrictions, and redemption opportunities of any frequent flyer program or Member-only program.
- G. MW will disclose to a Passenger, upon request, whether the flight on which the Passenger is Ticketed is, at the time of the request, overbooked if, within the usual and ordinary scope of such MW employee's work, the information is available to the employee to whom the request is directed.
- H. MW does not guarantee allocation of any particular seat in the aircraft, including advanced seat requests.
- I. MW may limit the number of Passengers carried at any fare level and certain fares will not necessarily be available on all flights. The number of seats which MW shall make available on a given flight will be determined by MW.
- J. **Waivers or Special Fare Restrictions**  
The following fare options may be available for emergency travel situations involving death, critical injury or illness requiring hospitalization, including hospice care, of an immediate family member:
  - 1. Bereavement fares may be applicable. Contact MW for more information.
  - 2. **Documentation**
    - a. **Serious Illness Emergencies**  
The Passenger must provide MW with a written statement which provides the immediate family member's name, relationship to the Passenger, the name and telephone number of the hospital/hospice, the doctor's name, and a statement from the doctor that the immediate family member is actually hospitalized.
    - b. **Death Emergencies**  
The Passenger must provide MW with a written statement which provides the name of the deceased immediate family member, the relationship of the deceased to the Passenger, the name, address and telephone number of the funeral home, and if possible, a copy of the death certificate. Note: If the funeral home information is not available prior to departure, it may be provided at the time of the return flight.
    - c. If the above required written documentation is not submitted to MW's satisfaction, the Passenger must pay the applicable fare for transportation used. The Passenger may then submit a refund request accompanied by the appropriate documentation within the time allowed for refunds under Rule 22.B.
- K. **Child and Student Fares**, From time to time, may be available to students attending a higher-educational facility in Hawai'i. These fares may range from discounts to normal fares up to standby fares. Specific rules apply to each fare and may differ from the standard Contract of Carriage. Children do not receive discounts when flying on MW unless a special fare is published.
- L. All fares may not be eligible for credit in a frequent flyer or rewards program. Please verify the fare rules prior to purchase.
- M. Specific fare rules may override general terms of the Contract of Carriage.
- N. **Pre-purchased non-fare related items are non-refundable.**
  - 1. Pre-purchased seat assignments may be changed to a similar type of seat by MW at any time.
  - 2. **Baggage Fees**, paid online, at a kiosk, or through an agent of MW, are non-refundable.
  - 3. **Tours, hotel, and car rentals** available through mokulele.com are sold only as Mokulele Flight Service, Inc. acting as a referring agent or booking agent and does not guarantee the service purchased. The vendors Terms of Contract override any terms set forth by Mokulele Flight Service, Inc.
- O. **Upgrades to First Class from the Main Cabin**
  - 1. Mokulele Flight Service, Inc. may offer distressed premium seating and cabins available for a discount to confirmed travelers any time prior to departure. Purchasing the Upgrade from the Main Cabin does not

entitle the traveler to additional frequent flyer miles/points, or additional compensation of any item or time covered in this Contract of Carriage.

2. Upgrades must be paid for using a valid credit/debit card or cash at time of offer. MW cannot charge the upgrade fee to the original form of payment on the reservation.

**P. Erroneous Fares**

MW will exercise reasonable efforts to ensure that all fares it publishes are accurate and available for sale, but MW reserves the right to correct any erroneously published fare that MW did not intend to offer for sale. In the event that an erroneous fare is inadvertently published for sale and a ticket is issued at the erroneous fare before it has been corrected, MW reserves the right to cancel the ticket purchase and refund all amounts paid by the purchaser or, the purchaser's option, to reissue the ticket for the correct fare.

**Q. Internet-Only Fares**

MW will from time-to-time offer fares that are limited to distribution through the internet-portal, [www.mokuleleairlines.com](http://www.mokuleleairlines.com). These fares typically offer ONLY transportation between the two points booked and may have restrictions related to changes, irregular operations, and baggage limitations. Each fare will be presented with the fare rules under the specific column of availability by clicking on the name of the fare.

**R. Personal Data**

The customer recognizes that personal data has been given to MW for the purposes of making a reservation for carriage, obtaining ancillary services, and making available such data to government agencies. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located.

**S. Lowest Fare Promise**

MW will always provide the customer with the lowest fare available at the time of booking. In the event a lower fare becomes available in the same fare class after booking, the customer may request the fare difference in the form of a voucher, we do not offer cash refunds. All fares are constructed to pull from the lowest class available and present the fare, if available to the customer. Fares that require a connection are built with a discount and may not be mixed among the two or three connection segments. Fares built using a point-to-point connection rather than booking as a through or set-connection are not guaranteed the lowest fare.

**T. Group Reservations**

When 10 or more passengers are traveling together on the same itinerary, same travel dates, they will be considered a group. These customers may request a group quote or book individually.

1. Group reservations may be done online or through the MW call center.
2. Group reservations require a non-refundable 15% deposit to hold seats and flights upon receipt of quote.
  - a. Failure to pay the deposit within 7 days of initial booking will result in cancellation.
  - b. A new group quote will need to be obtained.
  - c. Deposit may be used against the final payment.
3. Groups must abide by the payment schedule on the group contract

<b>Mokulele Airlines Groups Desk</b>	
<b>808-426-7077 or toll free 866-260-7070 (pound 7077)</b>	
<b>830a-430p Monday through Friday</b>	
<b>Date</b>	<b>Minimum Payment</b>
<b>7 business days after receipt of contract</b>	<b>15% deposit</b>
<b>30 days prior to travel</b>	<b>50% payment</b>
<b>14 days prior to travel</b>	<b>Final Payment, less deposit and penalties</b>

4. Group names may be changed for a \$25 service fee.
5. Luggage allowance will be negotiated as part of the group fare.
6. Name list must be sent to Mokulele Airlines at least 14 days prior to departure.
7. Any refunds or changes within 14 days are subject to a \$25 change fee per change or deviation.
  - a. Deviations to regularly scheduled flights will be change fee plus difference in published, lowest available fare at time of change.

8. No refunds will be granted to groups unless negotiated directly with an Officer of Mokulele Airlines.
9. Updates and changes must be made with the groups desk.

## Rule 3: Cancellation of Reservations

- A. MW has the right to cancel reservations (whether or not confirmed) of any Passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond MW's control, including Force Majeure events.
- B. MW has the right to cancel reservations (whether or not confirmed) due to the Passenger's failure to comply with the rules set forth herein, including but not limited to, the Passenger's failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.
- C. **Failure to Occupy Space**  
If a Passenger fails to occupy space which has been reserved for him/her on a flight of MW and MW fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, MW may cancel all reservations (whether or not confirmed) held by such Passenger on the flights of MW or any carrier for continuing or return space, provided MW or an authorized agent of MW originally reserved that space.
- D. **Airport Check-In Time Limits**  
MW has the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the following time requirements for check-in of Passengers and/or Baggage:
  1. For Passengers who do not need to check baggage, Passenger must complete the purchase of the ticket(s), check-in and obtain a boarding pass at least 30 minutes prior to scheduled departure.
  2. For Passengers who need to check baggage, Passenger must complete the purchase of the ticket(s), check-in, obtain a boarding pass, and complete baggage check-in at least 60 minutes prior to scheduled departure.
  3. All guests must be at the boarding gates no later than 15 minutes prior to departure. Guests must be boarded or on board the aircraft 10 minutes prior to the departure as reservations will be subject to our no show / cancellation policy.
  4. Mokulele recommends that all customers check-in at least 60 minutes prior to scheduled departure time.
- E. The time limits provided by MW in this Rule are minimum time requirements. Due to federal security screening measures in place at airports, Passenger and baggage processing time may differ from airport to airport. **It is the Passenger's responsibility to arrive at the airport with enough time to complete the security screening process and to comply with these MW minimum time limits.**
- F. MW is not liable for any consequential, compensatory, or other damages when it cancels reservations (whether or not confirmed) of any Passenger in accordance with this Rule, but if the reservation was canceled according to paragraph A) of this Rule, See Rule 24.
- G. **Overbooking**  
All of MW's flights are subject to overbooking which could result in MW's inability to provide previously confirmed reserved space for a given flight or for the class of service reserved. In that event, MW's obligation to the Passenger is governed by Rule 20.

## Rule 4: Tickets

- A. When more than one Ticket, either in a paper, electronic, or ticket-less format, must be issued to properly reflect all of the information required for a complete flight itinerary, the individual Tickets will be cross referenced by their Ticket numbers and are considered to be a single Ticket or "Conjunction Ticket."
- B. A Ticket will not be issued, and in any case MW will not be obligated to carry any Passenger until the Passenger has paid the applicable fare or has complied with credit arrangements established by MW.
- C. No person will be entitled to transportation except upon presentation of a valid Ticket.
- D. Lost Tickets. See Rule 22.E.

- E. A Ticket which has not been validated or which has been altered, mutilated, or improperly issued, is not valid.
- F. Flight Coupons will be honored only in the order in which they were intended to be used and, in the case of written Tickets, only if all unused Flight Coupons and Passenger Coupons are presented together.
- G. Tickets are not transferable unless otherwise stated on the Ticket at the time it was issued. MW is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person. If a Ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the Ticket was issued, MW will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use. As used herein, "unauthorized person", means any person other than the person to whom the ticket is issued and who is entitled to be transported or to a refund in accordance with the rules in this Contract of Carriage.
- H. A Ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ticket or applicable Flight Coupons. A Passenger holding an unused open-date Ticket or portion thereof or Exchange Order for onward travel, or who wishes to change a ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.

**I. Passengers Occupying Two Seats**

Upon request, or if determined necessary by MW, and given availability, a Passenger will be permitted to the exclusive use of two seats subject to the payment of two applicable fares for the points between which the two seats will be used. A Ticket will be issued for each seat and the normal fee based baggage allowance will apply only to one passenger traveling, regardless if two seats were purchased or not.

- 1. A customer of size "COS" is a fare paying customer that cannot fit into a seat when both arm rests are put down or the shoulders exceed 2" of space into the adjoining seat. Cessna Caravan Operations – a COS is any person whose body weight exceeds 300 pounds; verifiable upon discrete verification by a MW manager or supervisor. Customers whose body weight exceeds 350 pounds **will** be denied boarding on the Cessna Caravan due to inability to safely board the customer without causing damage to the aircraft and/or seats.
- 2. A COS may be required to purchase another seat in order to guarantee comfort and safety of the customer. The said fare will be the lowest fare available at the time of initial payment of the reservation made by the COS.
- 3. In the event the flight does not depart full in the cabin in which the customer has a paid fare, MW may refund the amount of the second seat to the form of a voucher, good for one year, at the request of the customer.
- 4. A Customer of Size may be upgraded at the airline's will, and the Customer will not be eligible for a refund if s/he purchased a second seat for additional space.

**J. Prohibited Practices**

- 1. Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the Ticket which is before the Passenger's actual point of origin of travel, or to a more distant point(s) than the Passenger's actual destination being traveled even when the purchase and use of such Tickets would produce a lower fare. This practice is known as "Hidden Cities Ticketing" or "Point Beyond Ticketing" and is prohibited by MW.
- 2. The purchase and use of round-trip Tickets for the purpose of one-way travel only, known as "Throwaway Ticketing" is prohibited by MW.
- 3. The use of Flight Coupons from two or more different Tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirements) commonly referred to as "Back-to-Back Ticketing" is prohibited by MW.

**K. MW's Remedies for Violation(s) of Rules**

Where a Ticket is purchased and used in violation of the Contract of Carriage or any fare Rule (including Hidden Cities Ticketing, Point Beyond Ticketing, Throwaway Ticketing, or Back-to-Back Ticketing), MW has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:

- 1. Invalidate the Ticket(s);
- 2. Cancel any remaining portion of the Passenger's itinerary;
- 3. Confiscate any unused Flight Coupons;
- 4. Refuse to board the Passenger and to carry the Passenger's baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding;

5. Assess the Passenger for the actual value of the Ticket which shall be the difference between the lowest fare applicable to the Passenger's actual itinerary and the fare actually paid;
6. Delete miles in the Passenger's frequent flyer account, revoke the Passenger's Elite status, if any, of the frequent flyer program, terminate the Passenger's participation in the frequent flyer program, or take any other action permitted by the Frequent Flyer Terms and Conditions in MW's "Frequent Flyer Member's Guide;" and
7. Take legal action with respect to the Passenger.

## Rule 4B: Vouchers and Certificates

### A. General Terms and Use - Vouchers

1. Vouchers may be transferred to other persons unless otherwise noted.
2. Vouchers may not be sold without written permission of the CEO, CFO, or President of MW.
3. Vouchers are valid for one year from date of issue.
4. Vouchers may be issued at MW's discretion to accommodate customer refunds, changes, goodwill, marketing, and prepaid programs. The voucher will have a six-character reference number and a PIN (secret code) which will be a different six-character code. MW will provide the customer with the details of the voucher and is not responsible for lost or missing voucher reference numbers or PINs.
  - a. Free transportation vouchers must be utilized in the Main Cabin and do not include taxes or any additional services outside those given to standard ticket holders. Changes to reservations using a Free Transportation voucher must abide by all fare rules regarding changes, cancellations, and baggage limitations. Reservations paid using a Free Transportation voucher must be utilized prior to the expiration of the voucher.
    1. Free transportation vouchers may be booked in any Main Cabin fare bucket and class.
    2. Free transportation voucher customers may upgrade to First Class on day of departure for \$35.00 USD per direction.
  - b. Dollar-amount vouchers can be used towards any services offered by Mokulele Airlines and its partners. Dollar amount vouchers may not be extended.
5. Vouchers may be used online or through Mokulele reservations, or any airport ticket office. Any residual value shall reside on the same voucher.
6. Reservations completed using a voucher must be completed prior to the expiration of a voucher, unless previously agreed or noted.
  - a. Corporate Pre-pay voucher is exempt from this rule.
7. Reservations completed using a voucher and require changes or cancellation will be refunded to a new voucher and PIN number.
  - a. Free transportation vouchers are not eligible for refund into a new voucher.

### B. General Terms and Use – Certificates

1. Certificates are not to be sold, bartered, or exchanged without permission from the CEO, CFO, or President of Mokulele Airlines.
2. Certificates good for dollars-off may be exchanged for any standard reservation and cabin.
  - a. In the event of a refund, the certificate value is nonrefundable.
3. Certificates without an expiration date are valid through June 1, 2009. We will no longer accept any preprinted certificates, regardless of authorization, after June 1, 2009.
4. Certificates may not be extended after expiration date.
5. Certificate rules and conditions will be printed on the back of each certificate outlining any details and important restrictions. Certificates that do NOT have this shall abide by the standards set forth in this Contract of Carriage.
6. Certificates are valid for only one year from date of issue.

## Rule 5: Ticket Validity Period

### A. Period of Validity

Except as otherwise provided in this Rule or required by the applicable local law of a foreign jurisdiction, any eligible Ticket issued by MW or its authorized agent on MW ticket stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original Ticket or, if no portion of the Ticket is used, one year from the date of issuance of the original Ticket. When a Ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the Ticket is valid for the specified periods only. When fares are combined to create Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation. Note: Nonrefundable fares limit the period of validity.

### B. Extension of Validity Period

1. If the Passenger is prevented from using the Ticket, or a portion thereof during the period of validity specified in this Rule due to a MW flight cancellation or because MW is unable to provide space on the flight, MW will, without additional collection of fare, extend the ticket validity period of such Passenger's Ticket until the first flight of MW, on which space is available in the class of service for which the fare has been paid.
2. If the Passenger is unable to commence or continue his/her travel due to his/her personal illness or physical incapacity, or the illness, death, or physical incapacity of a member of his/her immediate family, or of an associate with whom he/she is traveling, MW will extend the period of validity beyond the original limit but not to exceed thirty (30) days.

### C. Waiver of Minimum Stay Requirements- Special Fare

In the event of the death of a Passenger enroute, the minimum stay and group travel requirements with regard to any special fares will be waived for Passengers who are immediate family members of the deceased Passenger or were otherwise actually accompanying the deceased Passenger, on the following conditions:

1. The ticket must be endorsed "earlier return on account of death of (name of Passenger)"; and
2. A copy of the death certificate duly executed by the competent authorities under the applicable laws of the country in which death has occurred must be presented to MW at the time of re-ticketing. Passengers will be accommodated under this provision only in the class of service originally ticketed.

*NOTE: If the death certificate is not available at the time the Passenger requests re-ticketing under this provision, or if documentation satisfactory to MW has not been provided, the Passenger(s) requesting re-ticketing will be accommodated only upon payment of the fare applicable to transportation actually used and a request for a refund may later be filed with MW with the documents required. Upon receipt of the request for a refund and all supporting documents, MW will determine whether a refund to the Passenger is appropriate. If so, the maximum refund will be the difference between the total fare paid by the Passenger and the amount such Passenger would have paid if a waiver had been originally furnished under the provisions of this Rule.*

### D. Ticket Issue Date

The date when payment is made by credit card, or the ticket invoice date established when payment is made by other acceptable form of payment, will constitute the date a Ticket is "issued" in determining the validity period under this Rule.

## Rule 6: Returned Check Charge

MW will collect USD \$25.00 for each returned check. This charge is non-refundable and is not subject to any discount. Reservations paid by a returned check will be cancelled unless a new form of payment plus returned check fee are paid within 24 hours of notice of returned check.

## Rule 7: Prepaid Ticket Advance Charges

MW does not honor PTA nor offer Prepaid Ticket Advance charges.

## Rule 8: Acceptance of Children, Minors, and Infants

### A. Accompanied

1. Passengers under 12 years of age are deemed “accompanied” and will be accepted for transportation when traveling on the same flight and in the same compartment with an Adult Passenger. Proof of age of the Passengers may be required by MW.

*NOTE: Infants, Children and Minors will be considered accompanied when they are traveling with their Legal Guardian or one of their parents irrespective of the age of the parent or Legal Guardian.*

2. MW does not accept infants in incubation or infants under 7 days old.
3. Lap Children (infants under the age of two years):
  - a. One Lap Child per Adult Passenger is accepted. Additional infants under the age of two years must occupy a seat and be ticketed at the applicable fare. This is due to US Federal Aviation Regulations.
  - b. Infants under the age of two years who are not ticketed may not occupy a seat.  
*NOTE: Infants who are carried in an adult's lap do not require a Ticket for domestic travel; however they must be listed as a passenger in the Reservation.*
4. Children who have reached their second birthday are required to purchase a seat and occupy a seat with a separate seat belt. Infants reaching their second birthday after outbound flights will be required to purchase a Ticket and occupy a seat for continuing/return flights only.
5. Infant/child Seats: Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat, if not being held by an Adult Passenger as a lap child. Infant/child seats:
  - a. Must be FAA approved and be clearly marked with the original NHTSA label.
  - b. Must be used in unoccupied aircraft seats and cannot be held in an adult's lap.
  - c. Must remain properly secured to an aircraft seat at all times unless stored as a carry-on.

### B. Unaccompanied

Children/Minors five to 12 years of age are deemed “unaccompanied” when traveling alone or not accompanied on the same flight and in the same compartment by a companion Passenger at least 18 years of age or with their Legal Guardian or parent(s). The most restrictive Unaccompanied Minor acceptance policy or embargoes may apply for interline and Code-share partner travel. Children under five years of age must be “accompanied” and will not be accepted as “unaccompanied” under any conditions. Reservations of children aged five (5) through twelve (12) traveling alone must be booked through the Reservations Center; online reservations for these passengers will not be accepted. Call Center fees will not apply to unaccompanied minor reservations booked through the Reservations Center. Unaccompanied Children/Minors are accepted for transportation at MW’s sole discretion, only under the following conditions:

1. The Child/Minor must be brought to the airport of departure by a parent, Legal Guardian, or responsible adult who shall remain with the Child/Minor until the Child/Minor has boarded and the plane has departed from the gate, and who must furnish MW with satisfactory written documentation that the Child/Minor will be met by another parent, Legal Guardian, or responsible adult upon deplaning at the Child/Minor’s destination. The parent, Legal Guardian, or responsible adult delivering the Child/Minor for departure and receiving the Child/Minor upon arrival will be required to complete and sign documentation as provided by MW relating to such unaccompanied Child/Minor.
2. In no event will such an unaccompanied Child/Minor be accepted for travel:
  - a. if the flight on which the Child/Minor holds a reservation is expected to terminate short of or bypass the Child/Minor’s destination;
  - b. if the flight is departing between the hours of 9:00 p.m. and 5:00 a.m.;
  - c. if the itinerary includes a connection to the last available flight of the day unless the connecting flight is the only published service to that destination; or
  - d. on the last flight of the day to that destination; or
  - e. for travel on another carriers’ flights that connect in countries other than the United States, Canada, or Mexico, with the exception of flights operated by MW’s Code-share carriers.
3. Children/Minors five, six, or seven years of age are accepted as unaccompanied only on MW, subject to valid proof of age and only when through service is provided without change of aircraft.
4. Children/Minors eight years of age or over may be:

- a. accepted as unaccompanied for On-Line Transportation that includes connecting flights; and
- b. accepted as unaccompanied for Interline Transportation provided space has been confirmed to the first Stopover, or to a point where the child/minor is to be met by a parent, Legal Guardian, or responsible adult upon deplaning.

## C. Unaccompanied Assistance Charge

Unaccompanied Children's/Minors' assistance is a service provided by MW as follows:

1. Unaccompanied assistance is mandatory for Passengers five to 12 years old.
2. Unaccompanied assistance is optional for Passengers 13 to 17 years old.

**NOTE: MW will not provide a minor 13 to 17 years of age with unaccompanied minors' assistance when the minor is traveling with a child or infant under the age of five.**

3. For travel within Hawai'i, a service charge of USD \$25.00 for single plane service and USD \$50.00 for connecting flights will be assessed per fare component for unaccompanied assistance. The service charge will also apply if a connection is from a MW flight to another carrier. MW reserves the right to refuse unaccompanied assistance and transportation for connection flights to other carriers at its' sole discretion.
- D. In the event a parent, legal guardian, or approved person that is to receive the child does not show up within 45 minutes of arrival of the flight, MW has the right to charge a \$30.00 per hour fee for securing the unaccompanied minor. MW will also seek repayment for basic meals during meal times if the minor is not received and is in MW custody.
- E. If a parent, legal guardian, or approve person does not receive the child within 4 hours of the scheduled arrival time of the flight, MW has the right to refuse future transportation to the unaccompanied minor.
- F. In the event of a cancellation during an interline transfer (not to a MW or codeshare flight), MW will not be responsible for return air transportation of the minor. In the event the minor has roundtrip travel on MW, the return flight will be adjusted and the purchaser will have no legal recourse for refund.

## Rule 9: Special Services

### A. Definition of Non-Ambulatory under this Rule:

1. Persons who are unable to move themselves or need the support of another person to walk or move, but who are otherwise capable of caring for themselves without assistance throughout the flight are considered Non-Ambulatory. **Disclaimer:** Non-Ambulatory passengers will not be permitted to board the Cessna Caravan Aircraft due to the nature of the aircraft and the absence of a flight attendant to offer any on-board assistance.
2. If a Passenger uses a wheelchair for convenience, the Passenger is not considered to be Non-Ambulatory.
3. A child or infant is not considered to be Non-Ambulatory merely because of his/her age, except when requiring an Infant Transport System.
4. If the Passenger can move himself/herself from his/her seat to the nearest emergency exit without the aid of another person, the Passenger is not considered to be Non-Ambulatory, regardless of the degree of impairment.

### B. Qualifications for Acceptance of Non-Ambulatory Passengers

Non-Ambulatory Passengers are accepted when accompanied by an assistant able to assist the Non-Ambulatory Passenger to evacuate the aircraft in accordance with 14 CFR Part 382.29. See Rule 16.

### C. Qualified Individual with a Disability

MW requires a Passenger, including a Qualified Individual with a Disability, to provide up to 48 hours' advance notice and one hour advance check-in for Domestic U.S. flights if such Passenger wishes to receive any of the following service accommodations:

1. Transportation of an electric wheelchair on a flight scheduled for the Cessna Grand Caravan aircraft.
2. Provision by MW of hazardous materials packaging for a battery for a wheelchair or other assistive device.
3. Accommodation for a group of ten or more Qualified Individuals with Disabilities who make reservations and travel as a together.

## D. Safety Assistant

- I. If MW determines that a safety assistant is essential for safety, MW may require that a Passenger, including a Qualified Individual with a Disability, meeting any of the following criteria travel with an assistant as a condition of being provided air transportation:
  - a. A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from MW personnel, including the safety briefing required by U.S. 14 CFR 121.571(a)(3), (a)(4) and 135.117(b);
  - b. A person with a mobility impairment so severe that the person is unable to assist in his or her evacuation of the aircraft; or
  - c. A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with MW personnel adequate to permit the transmission of the required safety briefing.

*NOTE: If MW determines that a person meeting the criteria contained in Rule 9.D.1.a through Rule 9.D.1.c must travel with an assistant, contrary to the individual's self-assessment that he/she is capable of traveling independently, MW will not require the assistant pay the applicable fare in effect at the time of the booking.*
  - d. For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.
  - e. If, because there is not a seat available on a flight for a safety assistant whom MW has determined to be necessary, the Qualified Individual with a Disability holding a confirmed reservation is unable to travel on the flight, MW will compensate the Qualified Individual with a Disability in accordance with the Involuntary Denied Boarding Compensation procedures specified in Rule 20.

- E. For Rules regarding wheelchairs, see Rules 18 and 24.

## Rule 10: Medical Services

### A. Oxygen Service

Oxygen is not available on any MW operated flight due to aircraft limitations and US Federal Aviation Regulations.

### B. Customer Provided Portable Oxygen Concentrators

Portable oxygen concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board flights operated by MW worldwide, at no charge, in accordance with specific FAA requirements and the following conditions:

- I. Specific POCs currently approved by the FAA are:
  - a. AirSep "Lifestyle", manufactured by the Airsep Corporation.
  - b. AirSep "Freestyle", manufactured by the Airsep Corporation.
  - c. Inogen One, manufactured by the Inogen Corporation.
  - d. SeQual Eclipse, manufactured by SeQual Technologies Inc.
  - e. Respironics Evergo, manufactured by Respironics Inc.
  - f. Delphi-Evo RS-400 Central Air manufactured by Delphi Medical Systems
  - g. Invacare XPO2 manufactured by Invacare Corporation
2. Other POCs brands and models may be carried in the cabin with batteries removed if they meet MW's carry-on size and weight requirements or they may be carried as checked baggage. MW may accept other brands and models for use on board in the future as they become approved by the FAA and MW. Check with MW reservations for current acceptable POCs.
3. Customers must satisfy specific requirements prior to boarding the aircraft. The customer:
  - a. Must provide 48 hours advance notice in the reservation record that he/she is planning to use a POC on board the flight.
  - b. Must have a signed written Doctor's statement that:
    - I. States the user of the POC has the physical and cognitive ability to see, hear and understand the device's aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.

2. States whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the customer's itinerary.
3. Specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.
4. Will be reviewed at the airport prior to boarding and must be kept by the customer and provided upon request by MW personnel at any time during travel.
5. Customers may use the Medical Verification Statement available by request from MW Reservations or MW's Director of Safety & Security.
- c. Must ensure that he/she has ample batteries to power the POC for the duration of his/her flight plus three (3) additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used. MW does not have electrical power available for customer use on its aircraft.
- d. Must ensure that all extra batteries are properly protected from short circuiting by either:
  1. Having recessed battery terminals or;
  2. Packing them so that the batteries do not contact metal objects including the terminals of other batteries.
4. Failure to meet the requirements will result in denied use of the POC during travel. Customers planning on traveling with POCs are solely responsible for advising MW as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet or directly with MW, in order to confirm specific requirements and to provide the airline with required information.
5. When connecting to or from any Code-share flight or any interline flight, customer is responsible for notifying and making independent arrangements directly with the other airline. The current FAA authorization enables but does not require airlines to accept POCs and some airlines may not accept them or may require a fee.
6. POCs are assistive devices for customers with disabilities. As such, they do not count toward carry-on or checked baggage limits, whether or not they are used on board. They must be able to fit underneath the seat or in an overhead storage compartment.
7. MW is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of MW.

### C. Medical Transport Services

MW does not provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems.

## Rule II: Service Animals

- A. MW accepts for transportation, without charge, trained Service Animals for travel with a Qualified Individual with a Disability who requires the animal to assist them in the performance of necessary activities. The animals will be permitted to accompany the Passenger into the cabin, if they meet the conditions of acceptance noted below.
- B. **Conditions of Acceptance**
  1. MW shall accept as evidence that an animal is a Service Animal such items as identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability using the animal.
  2. Service Animals must be properly harnessed and remain under the direct control of the Passenger. A Service Animal will be denied boarding or removed from the flight by MW if the animal cannot be contained by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers or a significant threat of disruption.
  3. Certain Service Animals, such as various breeds of monkeys, must be small enough and confined to sit in the Passenger's lap or in the space under the seat without invading another Passenger's seat area during the entire flight. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be checked as baggage.
  4. Passengers with Service Animals may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.

5. A Qualified Individual with a Disability requesting travel with a Service Animal used solely for the purpose of providing comfort or emotional support to the passenger, will be required to provide to MW current documentation (i.e., not more than one year old) on letterhead from a qualified mental health professional stating
  - a. that the passenger has a mental health-related disability;
  - b. that having the animal accompany the passenger is necessary to the passenger's mental health or treatment or to assist the passenger with his or her disability; and
  - c. that the individual providing the assessment of the passenger is a licensed mental health professional and the passenger is under his or her professional care. MW reserves the right to authenticate any documentation presented; and
  - d. the date and type of the mental health professional's license and the state or other jurisdiction in which it was issued.
- C. MW accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, and rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.
- D. Local regulations at the Passenger's final or intermediate destination(s) may apply and impose further requirements or restrictions, including but not limited to, carriage in the passenger cabin, limitations on the designation of Service Animals to dogs only, or the non-recognition of emotional support animals as trained and qualified Service Animals.
- E. The Passenger assumes full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from and/or to which the animal is being transported.
- F. Under no circumstances shall Mokulele accept any of the following service animals or emotional support animals:
  1. Snakes and other reptiles
  2. Ferrets
  3. Rodents
  4. Spiders
  5. Any cold-blooded animal

## Rule 12: Ground Transfer Service

- A. MW may provide ground transfer service between airports and city centers.
- B. Except where ground transfer service is directly operated by MW, it is agreed that any such service is performed by independent operators. Anything done by an employee, agent or representative of MW in assisting the Passenger to make arrangements for such independent ground transfer service shall in no way make MW liable for the acts or omissions of such independent operator.
- C. In cases where MW maintains and directly operates local transfer services for its Passengers, the terms, conditions, rules and regulations of MW, including but not limited to, those stated or to which reference is made in MW's Tickets, Baggage Checks and baggage valuation agreements shall be deemed applicable to such local ground transfer services. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Passenger.

## Rule 13: Codeshare Service

- A. Under a Codeshare arrangement with MW, certain independent carriers are authorized to utilize MW's two-letter designator code, "MW," to market their flights. Travel on these carriers, even when the flight number is designated as "MW," is subject to the terms and conditions of the Contract of Carriage of the carrier operating the flight and may differ from MW's Contract of Carriage. Terms and conditions that may differ include, but are not limited to:
  1. Baggage acceptance, including, but not limited to, size, weight and contents;
  2. Carriage of animals as checked baggage or in the cabin of the aircraft;
  3. Compensation for denied boarding due to over-sale of seats; and

4. Limitation of liability for lost or damaged baggage.

MW's internet website, [www.mokulele.com](http://www.mokulele.com), contains a list of the independent carriers currently utilizing MW's two-letter designator code.

- B. MW will obtain, at the time a Code-share Agreement is entered into with a Domestic Code-share airline partner (except ATA Carriers or ATA Carriers' affiliates), confirmation that such Domestic Code-share airline partner has adopted plans and policies comparable (to the extent applicable and permitted by law and subject to operational constraints) to MW's Customer Commitments as in effect at the time the Code-share Agreement is entered into.
- C. MW will advise Passenger at the time of Passenger's initial inquiry when a MW flight is operated by another carrier under a Code-share arrangement.

## Rule 14: Travel Documents

- A. Each Passenger desiring transportation across any international boundary is responsible for obtaining all necessary travel documents and for complying with the laws of each country flown from, through or into which he/she desires transportation. The Passenger will pay or reimburse each carrier for any loss, damage, or expense suffered or incurred by such carrier by reason of such Passenger's failure to do so. MW is not liable for any assistance or information provided by any agent/employee of MW to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from his/her failure to obtain such documents or to comply with such laws. Where legally permitted, MW reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger.
- B. Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever MW, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger's inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket's issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. MW will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of MW. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by MW unless the law of such country requires that the fare be refunded.
- C. This Rule and its limitations include, but is not limited to, Travel Documents related to travel by minors. Some countries require special documents for minors traveling with only one parent to/from an international destination.

## Rule 15: Screening of Passengers and Baggage

Passengers and/or their baggage are subject to security screening, including but not limited to, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of Passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport or MW, and with or without the Passenger's presence, consent or knowledge. Neither MW nor its employees or agents is liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

## Rule 16: Refusal to Transport

MW shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

- A. **Breach of Contract of Carriage** – Failure by Passenger to comply with the Rules of the Contract of Carriage.
- B. **Government Request or Regulations** – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.
- C. **Force Majeure and Other Conditions** – Whenever such action is necessary or advisable by reason of weather or other conditions beyond MW's control including, but not limited to, acts of God, force majeure, strikes, civil commotions, earthquakes, volcanic activity, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.

- D. **Search of Passenger or Property** – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.
- E. **Proof of Identity** – Whenever a Passenger refuses on request to produce identification satisfactory to MW or who presents a Ticket to board and whose identification does not match the name on the Ticket. MW will require identification of persons purchasing Tickets and/or presenting a Ticket(s) for the purpose of boarding the aircraft due to Department of Homeland Security requirements.
- F. **Failure to Pay** – Whenever a Passenger has not paid the appropriate fare for a Ticket, Baggage, or applicable service charges for services required for travel, or produced satisfactory proof to MW that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Rule 4.
- G. **Safety** – Whenever refusal or removal of a Passenger may be necessary for the safety of such Passenger or other Passengers or members of the crew, including, but not limited to:
1. Persons whose conduct is disorderly, offensive, abusive, or violent;
  2. Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
  3. Persons who assault any employee of MW, including the gate agents and flight crew, or any MW Passenger;
  4. Persons who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
  5. Persons who are shirtless / barefoot or not properly clothed or strong offensive body odor offending or disrupting other MW guests as solely determined by MW, its representatives, and/or any government authority or representative and/or any law enforcement representative, agent or authority.
  6. Persons who are unable to sit in a single seat with the seat belt properly secured, unless they comply with Rule 4.I.;
  7. Persons who appear to be intoxicated or under the influence of drugs unless the appearance of such condition is solely due to the person being a Qualified Individual with a Disability, in which case boarding will not be denied;  
*NOTE: If MW determines a passenger has engaged in the activity(ies) enumerated in G)1-7, such actions will constitute a Breach of the Contract of Carriage.*
  8. Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that MW will carry law enforcement personnel who meet the qualifications and conditions established in U.S. F.A.R. 108.11;
  9. Persons who are manacled;
  10. Persons who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
  11. Pregnant Passengers expecting delivery within seven days, unless such Passenger provides a doctor's certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the Passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight;
  12. Persons with a communicable disease or infection known or reasonably believed by MW to pose a direct threat to the health or safety of others in the course of a flight. If a Qualified Individual with a Disability with such communicable disease or infection presents a medical certificate (dated within ten (10) days of the date of the flight for which it is being presented) to MW with specific conditions under which such person can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible for MW to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight;
  13. Persons who fail to travel with the required assistant pursuant to Rule 9.
  14. Persons who do not qualify as acceptable Non-Ambulatory Passengers. See Rule 9.

#### H. Refunds

MW may, at the request of a Passenger who is removed or refused transportation in accordance with this Rule, provide a refund in accordance with Rule 22.A.

## Rule 17: Smoking Policy

Smoking is not permitted on any MW operated flights.

## Rule 18: Baggage

Provisions contained in this Rule are arranged in the following order:

- A. General Conditions of Acceptance
- B. Fee Based Baggage Allowance
- C. Weight/Size/Excess Limitations and Charges
- D. Cabin Baggage Requiring a Seat
- E. Special Items
- F. Animals

### A. General Conditions of Acceptance

Passengers may check Baggage for carriage in the cargo compartment of the aircraft and/or may carry Baggage on board the aircraft subject to provisions in this Rule. MW will accept Baggage subject to the following conditions:

1. Passengers must present a valid Ticket for transportation over the lines of MW or over the lines of MW and one or more other carriers with which MW has an Interline Transportation agreement.
2. MW has the right to refuse to transport Baggage on any flight other than the one carrying the Passenger.
3. MW will refuse to accept property for transportation when the size, weight, character or type of packaging renders it unsuitable for transportation on the particular aircraft which is to transport it, or when the property cannot be accommodated without harming or annoying Passengers.
4. All Baggage or other property for which MW assumes custody and for which it issues a Baggage Claim Check shall be deemed acceptable for transportation by air.
5. Baggage will not be checked:
  - a. To a point that is not on the Passenger's Routing;
  - b. Beyond the Passenger's next point of Stopover or, if there is no Stopover, beyond the final Destination of the Ticket unless proof of ticket, and itinerary are provided and found to be suitable at the sole discretion of MW or its representatives.
  - c. Beyond a point at which the Passenger wants to reclaim the Baggage or any portion thereof;
  - d. Beyond a point to which all applicable charges have been paid;
  - e. Beyond a point at which the Passenger is to Transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the Passenger is scheduled to arrive;
  - f. More than four hours prior to Passenger's scheduled flight departure; or
  - g. To an intermediate point unless the intermediate point to which the Baggage is to be checked is a permissible Stopover point at the fare paid.

*EXCEPTION: If the Passenger is making a connection to the first available MW flight departing from such intermediate point and the connection exceeds four hours, the Passenger may reclaim his/her Baggage at such intermediate connecting point if requested in advance and prior to check in of the baggage.*
6. MW has the right to refuse to accept Baggage without a signed release of liability from the Passenger if the Passenger fails to present the Baggage within the following time limits preceding scheduled departure time of applicable flights as follows:
  - a. For Domestic flights, Passenger must check-in Baggage at least 30 minutes prior to scheduled departure.
  - b. For Interline connection flights to the Mainland, Passenger must check-in Baggage at least 60 minutes prior to scheduled departure.
7. MW will not accept Baggage for transport without the Passenger's identification and unless the Passenger's name appears on the Baggage.

8. Checked Baggage will be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by carrier, in which event the carrier will make arrangements to transport the Baggage on the next flight on which space is available.

## B. Fee Based Baggage Allowance

When a Passenger presents a valid Ticket for transportation between points on MW, MW will transport the Passenger's Baggage between such points without charge, subject to the conditions of acceptance below and the allowances set forth in this Rule. For purposes of this Rule, Fee Based Baggage Allowance is defined accordingly to the number of pieces of Baggage that will be carried, either as Checked Baggage or Carry-on Baggage, provided such Baggage meets the specified Maximum Outside Linear Dimensions and maximum weight of each piece for which the appropriate fee range from \$10 USD to \$25 USD applies.

### I. Checked Fee Baggage Allowance

**A first bag fee of \$10 USD the second piece being \$17 USD. A fee of \$25 USD will apply for any additional checked in luggage thereafter will apply effective September 01, 2009.** MW has a sliding scale of Fee Based Baggage Allowance.

- a. Customers booked in First Class or Alii Club Members are allowed **TWO** Pieces of luggage allowance at no cost.
  - b. Customers booked in Main Cabin will be assessed a first bag fee of \$10 USD with the second piece being \$17 USD. A fee of \$25 USD will apply for any additional checked in luggage thereafter.
  - c. Each piece is subject to a maximum weight of 50 pounds (22.7 kg) and a Maximum Outside Linear Dimension of 62 inches (157 cm) on the ERJ170 aircraft. Maximum Outside Linear Dimensions of 45 inches and 50lbs (22.7 kg) on the Cessna Grand Caravan aircraft.
  - d. In addition, the following exceptions apply:
    1. A representative of the U.S.A. Secret Service or White House Communication Agency on duty may check at no cost one piece of Baggage up to 70 pounds (31.8 kg)/115 linear inches (292 cm).
    2. A Military Passenger traveling on orders may check at no cost two duffel bags, sea bags or B-4 bags up to 70 pounds (31.8 kg)/115 linear inches (292 cm); at least ONE bag must be the type listed above.
      - i. Duffel Bag is defined as a canvas, cylindrically shaped bag, folded and fastened at one end.
      - ii. Sea Bag is defined as a canvas, cylindrically shaped bag, closed at one end by means of draw ropes.
      - iii. B-4 Bag is defined as a suitcase type handbag made of canvas with leather and metal binding and with expandable canvas compartments on the two sides of the bag.
  - e. Infants not occupying a seat are **not** allowed one checked item. Normal baggage allowance fees would be applicable.
  - f. A maximum of six (6) checked bags are allowed per traveling passenger (excluding infants as specified above) unless otherwise specified herein.
- ### 2. Carry-on Baggage Allowance

MW will accept one piece of Carry-on Baggage at no cost, which, for purposes of this Rule, is referred to as the Carry-on Baggage Allowance. Carry-on Baggage is subject to Maximum Outside Linear Dimensions of 45 inches (add the length, width and height together) 22" tall x 14" wide and 9" long (114 cm) and a maximum weight of 20 lbs or (9 kg) on the ERJ170 aircraft and 15lbs on the Cessna Grand Caravan aircraft. Carry-on Baggage may be stored in carryon compartments of the aircraft if so equipped, or it must be retained in the Passenger's custody and stored under a seat or in a compartment approved for the carriage of such Baggage.

Carry-on Baggage is subject to the following additional conditions:

- a. Operations, security directives or other safety considerations may require limitations to the allowable Carry-on Baggage on a specific flight. MW reserves the right in its sole and absolute discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.
  1. Subject to carry-on storage capacities of the aircraft, MW reserves the right to check a Passenger's carry-on baggage.

- b. In addition to the Carry-on Baggage Allowance and providing operational and space limits permit, each Passenger may carry on board the aircraft, without additional charge, any of the following personal articles:

1. One small personal article such as a briefcase, small lap-top computer, purse, day planner or camera bag;
2. A wheelchair qualified as a Special Item in Rule 18.E.12 provided it is collapsible and will fit in an approved cabin storage space.
3. A cane, walking stick and/or crutches and/or braces or other assistive devices on the same flight with the Passenger dependent on the device.

*NOTE: Restrictions as to weight and size do not apply to these assistive items except in cases where they exceed the operational capabilities of the aircraft; and*

4. A small collapsible stroller, diaper bag or government approved child seat. The child seat must be stowed in an approved storage space.

### 3. **Passenger Reroutes**

A Passenger rerouted in accordance with Rule 19 will be entitled to the maximum Baggage Allowance applicable for the trip originally purchased, regardless of whether the Passenger is transferred to a different class of service or whether the Passenger is entitled to a fare refund. (Upgraded passengers are not entitled to upgraded baggage allowances)

## C. **Weight/Size/Excess Limitations and Charges**

1. Subject to the requirements of Baggage Allowances, Baggage in excess of the maximum Baggage Allowances will be accepted for transportation only upon payment of Excess Baggage Charges and Oversize/Overweight Baggage charges specified in this Rule on a space-available basis only and will be carried subject to the load capacities of the aircraft.
2. No articles will be accepted for transportation if the Maximum Outside Linear Dimensions exceed 115 inches (292 cm) or if the article weighs more than 70 pounds (31.8 kg) or if the aircraft in use does not yield itself to the carriage of the Baggage except as provided in this Rule. Exception: Wheelchairs and assistive devices per Part 382 will be accepted for transportation if the Maximum Outside Linear Dimensions exceed 115 inches (292 cm) or if the article weighs more than 70lbs. (31.8 kg).
3. Excess Baggage Charges and Oversize/Overweight Baggage charges will apply from the point at which Baggage is accepted for transportation to the point at which Baggage is checked or transported in the Passenger compartment. Baggage connecting to other airlines also will be subject to the connecting airlines' excess charges and/or oversize/overweight charges, in addition to MW's excess and/or oversize/overweight charges (EXCEPTION: For excess baggage connecting to other airlines, see Rule 18.C.5).
4. **Applicable Charges**  
For purposes of this Rule, Excess Baggage Charge is defined as the fee that is charged on a one-way trip basis for Carriage of an item that is in excess of the Baggage Allowance. Baggage that is excess and also oversized and/or overweight will be subject to both Excess Baggage Charges and Oversize/Overweight Baggage charges. A maximum of one Overweight or one Oversize charge will be applied to each checked baggage (in addition to the First, Second, and Excess charges described herein).
5. **Domestic Excess Baggage Charges**
  - a. Number of Excess Pieces Charges – Third bag and on.
    1. USD \$25.00 per piece for additional bags; MW cannot guarantee transport of items with passenger if more than 2 items are presented as Excess luggage. MW will not be responsible for delivery of excess items that do not arrive with passenger.

## D. **Cabin Baggage Requiring a Seat**

When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by MW in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the provisions below will apply:

1. A seat for the Cabin Baggage must be reserved in advance and applicable charges paid.
2. MW will charge 100 percent of the applicable Adult fare for the portion of the trip on which the extra seat is used. The Cabin Baggage will not be included in determining Baggage Allowance or Excess Baggage Charges.
3. Cabin Baggage must be carried aboard the aircraft by the Passenger and be secured in a seat with a seat belt.

4. The maximum permissible weight for Cabin Baggage is 165 lbs. (75 Kgs.) for Cessna Grand Caravan flights (1000-1999). The Cabin Baggage must be stored in compartment six (6).

## E. Special Items

Special items listed below will be accepted as Baggage by MW in accordance with the following provisions and/or service charges specified. Charges prescribed in this Rule are based on a one-way trip and are applicable from the point at which the item is accepted to the point to which the item is transported. Where an item is not included in the Baggage Allowance, it will be subject to both the Excess Baggage Charge (but not Oversize/Overweight Baggage charges) and the service charges below.

1. **Animal and Fish remains (includes stuffed and other forms)**

MW cannot accept animal and fish remains as checked luggage.

2. **Bassinets and Infant carrying seats**

An Infant bassinet or carrying seat (approved in accordance with 14 CFR Part 121.311), including car seats approved for airline travel, will be accepted for use in the Passenger compartment only when an additional seat is reserved for the Infant, a Ticket is purchased, and the Infant carrying seat (bassinet or car seat) can be secured properly by a seat belt.

3. **Battery Powered Hand Tools**

Battery Powered Hand Tools will be accepted as Checked Baggage subject to the conditions specified below:

- a. The battery must be removed from the Powered Hand Tool to prevent the tool from becoming engaged.
- b. MW is not liable for loss, damage or delay in delivery of Battery Powered Hand Tools.
- c. Battery terminals must be insulated or protected against short circuits.

4. **Duffel bags, B-4 bags, and Sea bags** - See Checked Baggage Allowance.

5. **Firearms** - See also Sporting Equipment.

Unloaded, non-sporting firearms and ammunition will be accepted as Checked Baggage only when permitted by governmental regulations. Advance arrangements must be made.

*EXCEPTION: A law officer will be permitted to carry a firearm onboard the aircraft in compliance with applicable federal, state law or governmental regulations provided advance notice is received by MW.*

6. **Fragile or Perishable Items**

- a. Fragile and perishable items include, but are not limited to, examples in Rule 24.C.7.
- b. Upon request and subject to operational needs or space availability, a fragile or perishable item may be carried in a seat subject to the provisions and applicable charges in Rule 18.D above.
- c. A fragile or perishable item may be accepted as Checked Baggage in accordance with this Rule only if it is packaged appropriately (e.g., in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material).
- d. MW is not liable for loss/damage of contents or delay in delivery which result from the unsuitability of such item as Checked Baggage and/or the inadequacy of its packaging and not from the carrier's failure to exercise the ordinary standard of care.
- e. MW is not liable for damage to a customer's Checked Baggage, Carry-on Baggage or other property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else's property.
- f. Seafood Subject to the conditions below, seafood will be included in determining the Checked Fee Based Baggage Allowance. Seafood is subject to applicable excess, overweight and/or oversize charges. MW is not liable for seafood.
  1. Seafood will be accepted only if it is wrapped in a sealed protective material and packed in a leak-proof container.
  2. Seafood will not be accepted if packed in a Styrofoam container.
- g. MW will not accept wet ice or items containing wet ice as Carry-on Baggage.
- h. MW will not accept perishable items packed in Styrofoam containers.

## 7. Musical Instruments

Musical instruments will be carried as Checked Baggage. Musical instruments will be included in determining the Baggage Allowance, and when in excess (over one checked items), overweight or oversize (90 linear inches – 116 linear inches is considered oversized for musical instrument items) such item will be subject to the Excess Baggage Charge. MW is not liable for damage to musical instrument items.

## 8. Restricted Articles

- a. No dangerous goods or Hazardous Materials will be accepted onboard any MW flight unless specifically exempted as a dangerous good or Hazardous Material by 49 CFR Parts 171-180 and/or the International Air Transport Association Dangerous Goods Manual.
- b. Dry ice will be accepted for carriage in checked or Carry-on Baggage as long as the ice is being used to keep an item cool. MW will accept no more than **5.5** pounds of dry ice, properly packaged per DOT Haz Mat Guidelines, per customer, and no more than **5.5** pounds of dry ice may be carried on board any turboprop aircraft and **77** pounds on jet aircraft.
- c. Wet ice is not accepted in checked or carry-on baggage.

## 9. Sporting Equipment

Sporting equipment items listed below will be accepted as Checked Baggage by MW subject to the following conditions and/or payment of prescribed charges:

- a. Unless otherwise indicated, the sports equipment item listed in this section (Rule 18.E.9.a) will be **carried free in addition to a passenger's other Checked Baggage**. The first checked item of free sporting equipment transported on the flight will not count towards the six-bag maximum allowance. However, the second and higher checked item of sporting equipment listed in this section (Rule 18.E.9.a), when transported by the same passenger on the same flight as the first free sporting equipment, will be considered Excess and subject to Excess, Overweight, and Oversize Fees. The Excess sporting equipment will count towards the six-bag maximum.
  1. **Archery Equipment** – See Shooting Equipment below
  2. **Boogie/Skim/Speed Boards**

For purposes of this provision, one boogie/skim/speed board or one boogie/skim/speed board bag containing up to two boards will be considered as one item of sporting equipment. MW is not liable for damage to Boogie/Skim/Speed Boards.
  3. **Bowling Equipment**

For purposes of this provision, one bowling bag containing up to three bowling balls and one pair of bowling shoes will be considered as one item of sporting equipment. MW is not liable for damage to Bowling Equipment.
  4. **Fishing Equipment**

For purposes of this provision, two rods, one reel, one landing net, one pair of fishing boots and one fishing tackle box (all properly encased) will be considered as one item of sporting equipment. MW is not liable for damage to Fishing Equipment.
  5. **Golfing Equipment**

For purposes of this provision, one standard golf bag containing one set of golf clubs, golf balls, and one pair of golf shoes will be considered as one item of sporting equipment. The golf bag should be appropriately covered (e.g., zipped and/or locked in a golf bag carrying case). MW is not liable for damage to Golfing Equipment that is not contained in a hard sided case.

*EXCEPTIONS: Golf bags that do not contain golf equipment only will be subject to Overweight/Oversize Excess Baggage Charges. Golf bags with built-in garment bags or coolers will be subject to Overweight/Oversize Excess Baggage Charges.*
  6. **Hockey/Lacrosse Sticks**

For purposes of this provision, up to two Hockey or Lacrosse sticks, taped together, will be considered as one item of Sporting Equipment. MW is not liable for damage to Hockey/Lacrosse sticks.

**7. Oars**

For purposes of this provision, one pair of oars or one oar case containing up to two oars will be considered as one item of sporting equipment, if aircraft size and load conditions permit. MW is not liable for damage to Oars.

**8. Pool Cues**

For the purpose of this provision, one pool cue case containing pool cues will be considered as one item of Sporting Equipment. MW is not liable for damage to Pool Cues.

**9. Scuba/Diving Equipment For Rebreather Equipment and Dive Tanks see Rule 18.E.9.b.3.**

For purposes of this provision, one dive bag containing equipment used in the scuba/diving, excluding rebreather equipment and dive tanks, will be considered as one item of diving equipment. MW is not liable for damage to Scuba/Diving Equipment.

**10. Shooting Equipment**

- i. Firearms will be accepted only from a customer who is 18 years of age or older.
- ii. In accordance with U.S.A. federal law, a Passenger who presents Baggage containing a firearm must declare and demonstrate that the weapon is unloaded.
- iii. One item of shooting equipment is defined as:
  - a. One hard-sided shooting equipment case containing up to five firearms, with or without scopes, 11 lbs (five Kgs.) of ammunition and articles used in the firearm sport; or
  - b. One bow case containing bow(s), quiver of arrows and maintenance kit.
- iv. Shooting equipment will be accepted as Checked Baggage subject to the conditions specified below:
  - a. Advanced arrangements must be made.
  - b. Rifles and shotguns must be packed in hard-sided locked cases. Containers must meet IATA requirements.
  - c. Handguns must be packed in hard-side lockable luggage. Baggage containing handguns must be locked at the time of acceptance by MW and the key or combination retained in the Passenger's custody.
  - d. Baggage containing firearms will not be accepted knowingly for transportation by MW at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the trigger guard on the inside of the case declaring that the firearms are not loaded.
  - e. Properly packaged small arms ammunition up to a maximum of 11 lbs. (5 kgs.) may be checked as Baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal containers, and the ammunition inside the container must be protected against shock and secured against movement. Ammunition must be packed separately from the firearm. The Passenger shall make a written declaration confirming that the above provisions are met. The maximum gross weight of ammunition accepted for carriage on any one aircraft is limited to 100 pounds (31.8kgs). Ammunition with explosive or incendiary projectiles will not be accepted.
  - f. Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable as Checked or Carry-on Baggage.
  - g. Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to Passengers.

**11. Water Skiing/Snow Skiing/Snowboard Equipment**

- i. For purposes of this provision, one snowboard, one snowboard bag containing up to two snowboards or one ski bag containing up to two pairs of skis and associated equipment and one ski boot bag will be considered as one item of sporting equipment. Acceptance is subject to aircraft size and load conditions. Ski Bags and ski boot bags that contain other items in addition to or in place of appropriate snow or water skiing equipment or ski boots will be subject to

Overweight/Oversize Excess Baggage Charges. MW is not liable for damage to Water Skiing/Snow Skiing/Snowboard Equipment.

- b. Unless otherwise indicated, the sports equipment items listed in this section (Rule 18.E.9.b) will be subject to the service charges indicated below in lieu of the Checked Baggage Fee specified in Rule 19.B.1. Items listed in this section (Rule 18.E.9.b) count as a checked bag and count towards the six-bag minimum; however, these items are not subject to Overweight/Oversize Fees. Excess Baggage Fees will apply as specified in Rule 18.C.

1. **Bicycles**

Subject to the conditions and charges specified below, one non-motorized bicycle with single seat or up to two non-motorized bicycles packed in one container per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit, on jet aircraft. MW is not liable for damage to Bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material or bicycles not contained in cardboard containers of hard-sided cases.

- i. Bicycles must have handlebars fixed sideways and pedals removed, or handlebars and pedals encased in plastic foam or similar material, or bicycles must be placed in cardboard containers or hard-sided cases.
- ii. Bicycles will not be accepted for transportation during an Excess Baggage Embargo when no Excess Baggage is allowed.
- iii. Bicycles will be charged at a rate of \$25.00 USD per piece.

2. **Hang Gliding Equipment**

- i. Subject to the conditions and charges specified below, one hang glider per Ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit, and only on jet flights. MW is not liable for damage to Hang Gliding Equipment.

- a. A hang glider will be subject to a service charge.
- b. Hang gliders will not be accepted for transportation during an Excess Baggage Embargo.

3. **Scuba Rebreather Equipment/Scuba Dive Tank**

- i. Subject to the conditions and charges specified below, Scuba Rebreather Equipment/Scuba Dive Tanks will be accepted as Checked Baggage. For purposes of this provision, one container with up to 3 empty Rebreather Tanks and equipment or one empty Dive Tank will be considered as one item of equipment. MW is not liable for damage to Scuba rebreather Equipment/Scuba Dive Tanks.

- a. Scuba Rebreather Equipment/Scuba Dive Tanks will be subject to a service charge.
- b. Rebreather Equipment must be encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling.
- c. Rebreather Tank/Dive Tank must have the regulator valve completely disconnected and removed from the tank. The tank must not be sealed (i.e. the tank has an open end). The tank must have an opening to allow for a visual inspection by a TSA Security Screener.

4. **Surf Equipment**

Subject to the conditions and charges specified below, surf equipment not exceeding 115 inches in length will be accepted as Checked Baggage on jet flights and 72 inches on turboprop flights. For purposes of this provision, one surfboard, wakeboard, wave ski, kite board or one surfboard bag containing up to two boards or one kite board bag containing equipment used in kite boarding will be considered as one item of surf equipment. MW is not liable for damage to Surf Equipment, surf equipment containers and surfboard bags.

- a. The surfboard's skeg (fin) must be removed or well padded and the entire board encased in a suitable container sufficient to prevent scratches, dents or other damage during normal handling.
- b. All customers booked on both our Caravan Commuter flights (1000-1999) or on our Jet flights (100-999) are allowed one Surf Equipment i.e. Surf Board, Standup Board or Kite Board (Surf Equipment will not be

accepted unless in a proper bag; surf/kite bag) per Ticketed Passenger will be accepted as Checked Baggage subject to a \$25 USD service charge; each additional Surf Equipment will be charged \$25 USD per piece.

- c. Surf Equipment will be transported on a space-available basis only and will be carried subject to load capacity. Mokulele Airlines will not accept Surf Equipment exceeding 72 inches on our turboprop or Surf Equipment exceeding 115 inches on our jets.

## 5. Windsurfing Equipment

Subject to the conditions and charges specified below, windsurfing boards will be accepted as Checked Baggage only on jet flights. For purposes of this provision, one windsurfing board not exceeding 115 inches in length and not exceeding 70 pounds (31.8kgs) with a boom and one mast and sail will be considered as one item of windsurfing equipment. MW is not liable for damage to Windsurfing Equipment.

- a. Items of windsurfing equipment must be padded and enclosed in suitable packing to protect from scratches, dents or other damage resulting from normal handling.
- b. Windsurfing equipment provisions will apply to tandem boards.
- c. Windsurfing equipment will be subject to a service charge of \$25 USD for each item of windsurfing equipment, whether or not presented as a single piece.
- d. Items of windsurfing equipment in excess of one per Ticketed Passenger will be accepted subject to payment of three times the applicable service charge specified above and will be carried subject to availability of space. Additional size or acceptance limitations may apply dependent upon aircraft type and configuration.
- e. Windsurfing equipment will not be accepted for transportation during an Excess Baggage Embargo.

## 10. Personal Human Transporter

For the purposes of this Rule, a Personal Human Transporter is defined as a 2-wheeled battery powered personal transportation device. MW does not accept Personal Human Transporter devices on Cessna Grand Caravan flights (1000-1999). Personal Human Transporter devices will be accepted for Jet flights (100-999) only if the transporter is powered by a Nickel Metal Hydride battery. Lithium-ion batteries will not be accepted on any aircraft.

## 11. Strollers

One stroller will be carried no charge as Checked Baggage. Items of additional Baggage (62 inches Maximum Outside Linear Dimensions) checked-in will be included at the Fee Based Baggage Allowance, when in excess (more than one checked item), such item(s) will be subject to the Excess Baggage / Overweight/Oversize Excess Baggage Charges. MW is not liable for damage to strollers.

## 12. Wheelchairs

One wheelchair per Passenger will be carried no charge as Checked Baggage. A second wheelchair or items of additional Baggage is subject to the fees and charges specified in Rule 18.

- a. The wheelchair will be carried in the cargo compartment of the aircraft.
- b. All types of wheelchairs will be accepted (collapsible, non-collapsible or electric-powered with wet or dry cell batteries).
- c. MW has the ultimate responsibility to confirm an electric-powered wheelchair has its cables disconnected and terminals protected against electrical shortages before carriage.
- d. For a wet cell battery powered wheelchair:
  1. Passenger must notify MW 48 hours in advance.
  2. Passenger must check in at least one hour prior to departure of flight.
  3. The battery must be disconnected and terminals protected against electrical shortages.
- e. Turboprop flights may not have proper handling capabilities for specific wheelchairs & sizes, therefore it is mandatory that the passenger notify MW in advance if you are traveling with a

wheelchair. In the event MW cannot accommodate the passenger, refunds shall be handled per Rule 20.A and Rule 22.A.

## F. Animals

- I. The transportation of live animals (other than Service Animals) in the cabin of the aircraft is subject to the provisions of this Rule. Carriage of animals not permitted in the cabin may be transported as checked luggage. MW will accept domesticated cats, dogs, rabbits and household birds for transportation as in cabin baggage for domestic carriage and travel among the islands of Hawai'i. Certain unusual animals/reptiles (whether as service animals or not) pose unavoidable safety and/or public health concerns. MW will not accept any of the animals or types of animals listed in Rule 11.F in-cabin, carry-on, or checked baggage. Carriage of any other pets not specifically listed in this Contract as in-cabin, carry-on, or checked baggage will be at MW's discretion.
  - a. Animals must be at least 8 weeks old and weaned.
  - b. Muzzled, pregnant, injured or ill animals will not be accepted.
  - c. Passenger is responsible for ensuring compliance with animal inspection rules and procedures as specified by the Hawaii Department of Agriculture (HDOA). MW will not be liable for any animal not transported due to failure to comply and/or adhere with HDOA rules and procedures.
  - d. Unless required by HDOA, no veterinarian health certification is required for animals traveling on MW flights.
  - e. Animals will be accepted for carriage as luggage on Mokulele flights 100-999. Pets traveling on Cessna Grand Caravan flights (1000-1999) will only be accepted as Pets in Cabin as specified below.
  - f. For Jet flights (100-999), a maximum of four kennels/pet containers in the cargo compartment is permitted for each flight.
  - g. Advance arrangements must be made.
  - h. The animal must be confined in a cage or container subject to inspection and approval by MW before acceptance and in conformance with 9CFR or IATA live animal regulations.
  - i. Environmental conditions must pose no hazard to the safety or comfort of the animal.
  - j. Pets will not be accepted if the temperature is to exceed 85 degrees along any point of the journey.
  - k. The passenger must make all arrangements and assume full responsibility for complying with all applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state, or territory to which the animal is being transported.
  - l. Animals will be transported in either the passenger or the belly cargo compartment. However, if transported in the passenger compartment, animals will also be subject to the additional conditions and charges specified below.
  - m. Purebred brachycephalic (short-nosed) dogs and cats are subject to respiratory problems resulting from air travel, stress, and warmer temperatures. The following breeds of brachycephalic dogs and cats may only be accepted as baggage at owner's risk. Excess valuation is not available for these animals.
  - n. **Dogs:** American Pit Bull, American Staffordshire Terrier, Boston Terrier, Boxer, Brussels Griffon, Bull Mastiff, Bull Terrier, Bulldog, Chow Chow, Dutch Pug, English Bulldog, English Toy Spaniel, French Bulldog, Japanese Boxer, Japanese Pug, Japanese Spaniel, Pekinese, Pug, Shih Tzu, Staffordshire Bull Terrier.
  - o. **Cats:** Burmese, Exotic, Himalayan, Persian
  - p. **Chickens: MW does not accept fowl for transportation on our Jet or Caravan Service.**
  - q. The animal and its container will not be included in the Fee Based Baggage Allowance and there will always be a separate charge.
  - r. If the animal is not called for within 6 hr. after arrival, the animal will be placed in a local kennel at the passenger's expense.
  - s. The charge for an animal to be shipped as checked luggage is \$35.00 for animals up to 50 pounds; animals between 51 and 70 pounds is \$50.00 USD each direction. Animals over 70 pounds are not accepted as checked luggage. For the purposes of determining the fee specified in this

section, the weight of the animal (not the combined weight of the animal and container) shall be used.

- t. Pet must fly with proper food and water.

## 2. **General Conditions of Acceptance – Pets in Cabin**

- a. Advance arrangements must be made.
- b. The animal must be harmless, inoffensive, odorless and require no attention during transit.
- c. The animal must be confined in a cage or container subject to inspection and approval by MW before acceptance.
- d. The container must be stored under the seat directly in front of the Passenger at all times, and the animal must remain in the container at all times. In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed, at the Captain's discretion, at the first stop and placed on an alternative carrier or carried as checked luggage by MW at the Passenger's expense.
- e. The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificate when required.
- f. MW will accept no more than one in-cabin pet container per Ticketed Passenger.
- g. There may be only one cat or dog per container, and the animal must be able to stand up and turn around comfortably.
- h. There may be a maximum of two birds per container.
- i. MW will not transport an animal as in-cabin Baggage if the animal is in the custody of an Unaccompanied Minor.
- j. For Cessna Grand Caravan flights (1000-1999), a maximum of two in-cabin pets is permitted for each flight. For Jet flights (100-999), a maximum of four in-cabin pets is permitted for each flight.
- k. MW reserves the right to refuse carriage of animals at any time.

## 3. **Pet Containers**

- a. Containers must be leak proof and subject to inspection and approval by MW prior to acceptance.
- b. Containers must be made of metal, wood, polyethylene, fiberglass or composite material of similar strength.
- c. Containers must be ventilated on at least two sides and prevent any part of the animal from protruding outside of the container.
- d. Containers made totally of wire are not accepted.
- e. Approved soft side carriers specifically designed as pet carriers are acceptable for in-cabin pets.
- f. In-cabin animal containers must not exceed 21 inches in length by 16 inches in width by eight inches in height.
- g. Containers in such condition as to allow possible escape by an animal will not be accepted for transportation.
- h. Passengers are responsible for ensuring that the containers meet all governmental requirements for the safe and humane transportation of the animal being transported.

## 4. **Charge for Carriage of Animals**

At this time, MW will not charge for pets in cabin. Pets checked as luggage are subject to a \$35 USD per direction service charge for animals up to 50 pounds. Pets over 51 pounds but under 70 pounds are subject to a \$50 USD per direction service charge.

## 5. **Limitation of Exclusion from Liability**

- a. MW will not be liable for illness or injury to an animal or death of an animal due to illness or injury when the animal has been handled by MW with ordinary standards of safety and care or when MW has acted in the interests of the entire flight such as in an emergency or a force Majeure event.
- b. MW will not be liable for loss or expense due to the Passenger's failure to comply with the provisions of this Rule, including, without limitation, if any animal is refused passage into or through any state or country.

- c. The liability ceiling for MW shall not exceed \$2,000 USD in the event of a death of a pet.

## Rule 19: Flight Delays, Cancellations, Aircraft Changes

### A. General

#### 1. Domestic

- a. Where the MW flights originate in the U.S.A., the provisions of this Rule apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Change in Schedule, Force Majeure Event or a Schedule Irregularity. We strongly advise all customers to provide Mokulele Flight Service, Inc. with multiple contact phone numbers, accurate e-mail or fax, and a proper mailing address. MW will make every attempt to notify passengers of any flight delays, cancellations or diversions as soon as any decision to make such a change is confirmed. On the day of departure, in either the airport or onboard the aircraft, MW employees will update passengers at minimum every fifteen (15) minutes on the status of the flight.
- b. MW is released from any rescheduling liability if the customer fails to provide MW with proper contact information and we cannot reach the customer with a schedule change in a timely matter.

#### 2. Schedules are Subject To Change Without Notice

Times shown on tickets, timetables, or elsewhere are not guaranteed and form no part of the Contract of Carriage. MW will notify Passengers at the gate and on board an affected aircraft, in a timely manner, of the best available information regarding known delays, cancellations, and diversions. MW will not be responsible for errors or omissions either in timetables or other representation of schedules. No employee, agent or representative of MW is authorized to bind MW by any flight information statement.

### B. Definitions

For the purpose of this Rule, the following terms have the meanings below:

1. **Change in Schedule** – an advance change in MW's schedule that is not an unique event such as a Schedule Irregularity or Force Majeure Event as defined below.
2. **Connecting Point** – a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.
3. **Delivering Carrier** – a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.
4. **Force Majeure Event** – any of the following situations:
  - a. Any condition beyond MW's control including, but not limited to, meteorological conditions, acts of God, riots, terrorist activities, earthquakes, volcanic activity, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either actual, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition;
  - b. Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting MW's services;
  - c. Any governmental regulation, demand or requirement;
  - d. Any shortage of labor, fuel, or facilities of MW or others;
  - e. Damage to MW's Aircraft or equipment caused by another party;
  - f. Any emergency situation requiring immediate care or protection for a person or property; or
  - g. Any event not reasonably foreseen, anticipated or predicted by MW.
5. **Misconnection** – occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier was unable to deliver him/her to the Connecting Point in time to connect with the Original Receiving Carrier's flight. When booked on the same reservation, ticket and confirmation.

**NOTE:** *The same rules regarding Delivering and Original Receiving Carrier responsibilities apply at the subsequent point(s) of Misconnection as would apply at the point of original Misconnection.*

6. **Original Receiving Carrier(s)** – a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.
7. **Schedule Irregularity** – any of the following irregularities:
  - a. Delay in scheduled departure or arrival of a carrier’s flight resulting in a Misconnection;
  - b. Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier’s flight;
  - c. Substitution of aircraft type that provides different classes of service;
  - d. Schedule changes which require Rerouting of Passengers at departure time of the original flight; or
  - e. Cancellation of a reservation by MW pursuant to Rule 3.

## C. Change in Schedule

When a Passenger’s Ticketed flight is affected because of a Change in Schedule, MW will, at its election arrange one of the following:

1. Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger;
2. Reroute Passengers over the lines of one or more carriers when a Change in Schedule results in the cancellation of all MW service between two cities;
3. Advise the Passenger that the value of his or her Ticket may be applied toward future travel on MW within one year from the date of issue without a change or reissue fee; or
4. Provide a refund in accordance with Rule 22.A if the Passenger is not transported as provided in Rule 19.C.1 or Rule 19.C.2 and does not choose to apply the value of his or her Ticket toward future travel as provided in Rule 19.C.3.

## D. Force Majeure Event

In the event of a Force Majeure Event, MW without notice, may cancel, terminate, divert, postpone, or delay any flight, right of carriage or reservations (whether or not confirmed) and determine if any departure or landing should be made, without any liability on the part of MW. MW may reschedule passenger on another available MW flight or refund any unused portions of the ticket in the form of a travel certificate.

## E. Schedule Irregularity

### 1. Liability

Except to the extent provided in this Rule and the Warsaw Convention, MW shall not be liable for any Schedule Irregularity.

### 2. Delay, Misconnection or Cancellation

- a. When a Passenger’s ticket is affected because of a Schedule Irregularity caused by MW, MW will take the following measures:
    1. Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger; or
    2. At the Passenger’s request, provided that the tariff covering the original transportation permits routing via the carrier which will transport the Passenger, MW will re-accommodate the Passenger in the same class of service on the next available flight on another carrier, or combination of carriers, if the length of the delay to the Passenger’s destination exceeds four hours.
  - b. In the event a Passenger misses an onward connecting flight on which space is reserved because the Delivering Carrier did not operate its flight due to a Schedule Irregularity or Change in Schedule, the Delivering Carrier is responsible to arrange for carriage of Passenger or to make a refund.
3. MW will provide a refund in accordance with Rule 22.A if the Passenger is not transported as provided in Rule 19.C.2.

## F. Amenities for Delayed Passengers

### 1. Lodging

- a. Should a schedule irregularity occur that is not the result of a Force of Majeure event, MW will provide overnight hotel accommodations to all passengers directly affected by said irregularity only under the following conditions:
  1. Between the hours of 10:00PM and 6:00AM local station time or after four (4) hours from the start of the irregularity, whichever is later.
  2. After MW has exhausted all reasonable resources to re-accommodate the passenger for the same date of travel. "Reasonable resources" include re-accommodation on MW, re-accommodation on another air carrier, or re-accommodation via ground transportation (should it be available).
- b. MW will make every effort to provide hotel accommodations reasonably near the Airport as well as issue vouchers for meals.
- c. In the event delayed or canceled flights are caused by circumstance beyond MW's control, such as Force Majeure events as defined in Rule 19.B.4., MW is not liable for the amenities specified in this rule.
- d. MW cannot guarantee lodging as an option during high-season events where accommodations may not be readily available.
- e. **EXCEPTION: Lodging will not be furnished:**
  1. To a Passenger whose trip is interrupted at a city in which he or she permanently resides or origination point, or
  2. When the destination city airport that is designated on the Passenger's Ticket and the city airport that the Passenger is diverted to are both located on the same island
  3. When such interruption is due to circumstances outside MW's control such as weather condition and air traffic control delays.

### 2. Meals

Passengers will be provided with one meal voucher if the delay will extend beyond the four (4) hours. No alcoholic beverages will be furnished to any passengers. When lodging is furnished in accordance with Rule 19.F.1, the Passenger may be provided up to two meals depending on length of delay and new departure time. Meal vouchers or credits will be offered depending on the local airport food establishments; MW may opt to pre-purchase food as a group. Meal vouchers will have a limit no greater than \$8.00 USD.

### 3. Ground Transportation

When lodging is furnished in accordance with 19.F.1, ground transportation will be coordinated through the hotels shuttle service for which MW's established lodging contract permits.

### 4. Communication

MW will provide one three-minute long distance telephone call when the delay caused by MW under this Rule is expected to exceed two hours.

### 5. Passengers with Special Needs

During a Schedule Irregularity, MW will provide such amenities as are necessary to maintain the safety and/or welfare of certain Passengers such as Qualified Individuals with Disabilities, unaccompanied minors, or the elderly.

### 6. Extraordinary Circumstances on Board Aircraft

MW will use reasonable efforts to provide food, water, restroom facilities and access to medical treatment for Passengers on board an aircraft that is on the ground for an extended period without access to the terminal, consistent with Passenger and employee safety and security concerns.

### 7. Incidentals

MW will not be held liable or associated with a wrongful cause to the delay or cancellation barring any unforeseen circumstance beyond its control's or responsible to attributing any additional costs incurred to the passenger such as separate accommodations for air tours, air travel, car rentals, ground tours, motor cycle rentals, restaurant, scuba diving, skiing, spa, salon or cost based recreational and personal engagements.

## Rule 20: Denied Boarding Compensation

### A. Denied Boarding U.S.A. Flight Origin

When there is an Oversold MW flight that originates in the U.S.A., the following provisions apply:

#### 1. Request for Volunteers

- a. MW will request Passengers who are willing to relinquish their confirmed reserved space in exchange for compensation in an amount determined by MW. If a Passenger is asked to volunteer, MW will not later deny boarding to that Passenger involuntarily unless that Passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he/she would have been entitled in that event. The request for volunteers and the selection of such person to be denied space will be in a manner determined solely by MW.
- b. In exchange for voluntarily relinquishing confirmed reserved space on MW, MW may, at its option compensate the Passenger with credit valid for transportation on MW in lieu of monetary compensation. The transportation credit will be valid only for travel on MW or designated partners for one year from the date of issue and will have no refund value.

#### 2. Boarding Priorities

If a flight is oversold, no one may be denied boarding against his/her will until MW or other carrier personnel first ask for volunteers who will give up their reservations willingly in exchange for compensation as determined by MW. If there are not enough volunteers, other Passengers may be denied boarding involuntarily in accordance with MW's boarding priority as follows:

- a. Passengers who are Qualified Individuals with Disabilities, or unaccompanied children under the age of 12 years, will be the last to be involuntarily denied boarding if it is determined by MW that such denial would constitute a hardship.
- b. Passengers who hold a seat assignment will be prioritized for boarding over passengers without a seat assignment, regardless of check-in order.
- c. The priority of all other Passengers will be determined in the order in which they present themselves for check-in in accordance with MW's rules, and then arranged based on lowest fare to highest fare paid.

#### 3. Transportation for Passengers Denied Boarding

When MW is unable to provide previously confirmed space due to an oversold flight, MW will provide transportation to such Passengers who have been denied boarding whether voluntarily or involuntarily in accordance with the provisions below.

- a. MW will transport the Passenger on its own flight to the Destination without Stopover on its next flight on which space is available at no additional cost to the Passenger, regardless of class of service.
- b. If space is available on another Carrier's flight regardless of class of service, such flights may be used upon Passenger's request and at no additional cost to the Passenger only if such flight provides an earlier arrival than the MW flight offered in Rule 20.A.3.a.

#### 4. Compensation for Passengers Denied Boarding Involuntarily

- a. Subject to the following exceptions, MW shall pay compensation to Passengers denied boarding involuntarily from an Oversold flight at the rate of 200% of the sum of the value of the base fare of the Passenger's remaining flight coupons up to the Passenger's next Stopover, or if none, to the Passenger's final destination with a maximum of \$800. However, the compensation shall be half the amount described above, with a \$400 maximum, if MW arranges for comparable air transportation, or other transportation used by the Passenger that, at the time either such arrangement is made, is planned to arrive at the airport of the Passenger's next Stopover or if none, at the airport of the Passenger's destination if the passenger arrives at the next Stopover or final destination within two hours after the time the flight on which the confirmed space is held arrives.
- b. *EXCEPTIONS: A Passenger denied boarding involuntarily from an Oversold flight shall not be eligible for denied boarding compensation if:*

1. The Passenger holding a Ticket for confirmed reserved space does not comply fully with MW's ticketing, check-in, and reconfirmation procedures, and requirements in this Contract of Carriage for acceptance for transportation;
  2. The flight for which the Passenger holds confirmed reserved space is unable to accommodate the Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons;
  3. The Passenger is offered accommodations or is seated in a section of the aircraft other than that specified on his/her ticket at no extra charge. Provided, if a Passenger is seated in a section for which a lower fare applies, the Passenger will be entitled to a refund applicable to the difference in fares;
  4. The Passenger is accommodated on alternate transportation at no extra cost, which at the time such arrangements are made, is planned to arrive at the airport of the Passenger's next Stopover, (if any), or at the final destination, not later than 60 minutes within the scheduled arrival time of the flight on which the Passenger held confirmed reserved space; or
  5. The Passenger is an employee of MW or of another Carrier or other person traveling without a confirmed reserved space.
- 5. Payment Time and Form**
- a. Compensation will be made by MW within five business days where the failure to provide confirmed reserved space occurs, and if accepted by the Passenger, the Passenger will provide a signed receipt to MW. However, when MW has arranged, for the Passenger's convenience, alternate means of transportation that departs before the compensation to the Passenger under this provision can be prepared and given to the Passenger, the compensation shall be sent by mail or other means to the Passenger within 72 hours thereafter.
  - b. MW may offer free or reduced rate air transportation in lieu of monetary compensation due under this Rule, if the value of the transportation credit offered is equal to or greater than the monetary compensation otherwise required and MW informs the Passenger of the amount and that the Passenger may decline the transportation credit.
- 6. Limitation of Liability**
- If MW's offer of compensation pursuant to the above provisions is accepted by the Passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the Passenger as a result of MW's failure to provide the Passenger with confirmed reserved space.
- 7. Written Explanation of Denied Boarding Compensation and Boarding Priority Rules**
- Immediately after a denied boarding occurs, MW will give Passengers who are denied boarding involuntarily a written explanatory statement describing the terms and conditions of denied boarding compensation and MW's boarding priority rules.

## Rule 21: Rerouting

### A. Rerouting Eligibility

Unless the fare purchased otherwise indicates, MW will reroute a Passenger at the Passenger's request and upon presentation of the Ticket or portion thereof then held by the Passenger plus payment of any applicable fees, charges, and fare differentials.

### B. Fare Applicable to Rerouting or Change in Destination

1. Passengers may change the routing and/or the ultimate destination designated on his/her Ticketing accordance with Rule 21.B.2 provided that, after transportation has commenced, a one-way Ticket will not be converted into a Round-Trip, Circle-Trip, or Open-Jaw Trip Ticket.
2. Except as otherwise provided in Rule 20, the fare and charges applicable to any changes in itinerary, class of service, or change in ultimate destination made at the Passenger's request at an office of MW prior to arrival at the ultimate destination named on the original Ticket, shall be the fare and charges in effect on the date when the revised routing and/or ultimate destination is entered on the Passenger's new Ticket. Any difference between the fare and charges so applicable to the original Ticket issued to the Passenger will be either collected from or refunded to the Passenger, as the case may be.

## C. Fare Applicable to Upgrading Class of Service While in Flight

- I. When a Passenger moves from one compartment to another compartment of a combination compartment aircraft while in flight, an additional collection will be made in an amount equal to the difference between:
  - a. The one-way fare from Passenger's point of origin on such flight to the last scheduled stop prior to the Passenger's change in compartment, applicable to the class of service used, plus the one-way fare from such stop to the Passenger's destination on such flight, applicable to transportation in the compartment to which the Passenger is moving, and
  - b. The fare paid for transportation from the Passenger's origin to destination on such flight. When the amount described in Rule 21.C.1.a is less than the amount in Rule 21.C.1.b, no additional payment will be required.
2. The acceptance of such Passenger in the compartment to which he/she is moving for travel beyond the next scheduled stopping point in the flight will be subject to the availability of space. Discounts, other than for children, will not apply.

## Rule 22: Refunds

### A. Refunds - Involuntary

- I. The amount MW will refund upon surrender of the unused portion of the Passenger's Ticket for involuntary reasons pursuant to Rule 16 or Rule 19 will be as follows:
  - a. If no portion of the Ticket has been used: An amount equal to the fare and charges paid.  
*EXCEPTION: MW shall not be obligated to refund any portion(s) of a fully unused Ticket which does not reflect a confirmed reservation on a MW flight involved in a Schedule Irregularity, unless such Ticket was issued by MW.*
  - b. If a portion of the Ticket has been used:
    1. One-way fares – An amount equal to the lowest comparable one-way fare for the class of service paid, for the un-flown segment.
    2. Round-Trip, Circle-Trip, or Open-Jaw fare – 50% of the round-trip fare for the class of service paid, for the un-flown segment.
    3. Area fare/flat rate fare – the refund amount will be computed by applying the same rate of discount, if any, applied in computing the original fare from the point of termination to the destination named on the Ticket, next Stopover, or the point where air transportation will be resumed via:
      - a. The Routing specified on the Ticket, if the point of termination was on the Routing of the Ticket, or
      - b. If the point of termination was not on the Routing specified on the Ticket, the direct Routing of any carrier operating service between such points.
    4. If no fare of the type (fare basis) paid by the Passenger is published between the point of termination and the Passenger's destination or next Stopover point, the amount of the refund will be the same proportion of the normal coach (Y) fare published between the point of termination and the Passenger's destination or next Stopover point, as the fare paid is of the normal coach (Y) fare between the Passenger's point of origin or previous Stopover point and destination or next Stopover point.  
*EXCEPTION: MW shall not be obligated to refund any portion(s) of a Ticket which does not reflect a confirmed reservation on a MW flight involved in a Schedule Irregularity, unless such ticket was issued by MW.*
  - c. Refund will be made in accordance with this Rule, provided application for such refund has been made prior to the expiration of Ticket.
2. MW will make no refund but may, at its discretion, provide ground transportation to the destination airport without charge when the destination city airport designated on the Passenger's Ticket and the city airport where the flight terminates are both within any of the following city groups:
  - a. Hilo, Hawaii and Kailua-Kona, Hawaii

3. When a Passenger holding a ticket for carriage for a higher class of service between a point of Origin and a destination is required by the carrier to use a lower class of service for any portion of such carriage the amount of refund will be as follows:
  - a. **FOR ONE WAY TICKETS:** The difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class of service is used.
  - b. **FOR ROUND TRIP, CIRCLE TRIP OR OPEN JAW TICKETS:** The difference between 50 percent of the round trip fare for the higher class of service and 50 percent of the round trip fare for the lower class of service used.
4. Involuntary refunds will be subject to a \$25 administrative handling fee.

## **B. Refunds - Voluntary**

- I. For tickets eligible for refunds, unless it is an involuntary refund as stated in Rule 21.A, MW will upon the Passenger's surrender of the unused portion of a MW issued ticket or voided e-Ticket or confirmation, refund to the Passenger as follows:
  - a. If no portion of the Ticket has been used, in accordance with these Rules, the refund will be an amount equal to the total fare and charges paid less an administrative fee.
  - b. If a portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the positive difference if any, between the fare and charges applicable to the Ticket issued to the Passenger, and the fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket.
  - c. Refund will be made, provided application for such refund has been made not later than the expiration date of the Ticket.
  - d. MW assumes no obligation to issue a voluntary refund unless such Ticket was issued by MW as a MW Ticket. The term "MW Ticket" means Tickets printed, imprinted or issued electronically with the MW carrier code as part of the Ticket serial number or 6 digit confirmation number issued via the Reservation System.
  - e. Any applicable administrative service charge or cancellation fee included as part of the published fare rule for the Ticket in question will be deducted from the amount to be refunded under Rule 21.B.1.a and Rule 21.B.1.b.
  - f. MW will process refunds for eligible tickets within 30 business days from request of refund for credit card purchases and 45 business days for cash purchases. Credit card refunds that are not able to be refunded due to miscellaneous reasons will be refunded by MW Company Check. Cash purchases will be refunded by a MW Company Check.
  - g. Refunds may be in the form of an electronic voucher or credit.
  - h. Refunds are subject to a \$25 administrative fee.
  - i. Refunds for customers that abandon a trip due to irregular operations beyond Mokulele's control must first cancel the remaining reservation on MW in order to receive a voucher. Customers that abandon a trip without first notifying MW will be considered a "no show" for the abandoned flight segment and will not be eligible for a refund or use the remaining balance of their reservation.

## **C. Persons to Whom Refund is Made**

- I. Except as provided below, MW will refund in accordance with this Rule only to the person named as the Passenger on the Ticket.
  - a. **EXCEPTION 1:**
    1. Tickets issued against a Transportation Request issued by a government agency, other than the U.S.A Government, will be refunded only to the government agency that issued the Transportation Request.
    2. Tickets issued against a U.S.A Government Transportation Request (GTR) will be refunded only to the U.S.A. Government agency which issued the GTR by check made payable to the "Treasurer of the United States".
    3. Tickets issued against a credit card honored by MW will be refunded only to the account of the person to whom such credit card was issued.
    4. Tickets issued in the name of a minor will be refunded to the parent, guardian, or a third party as designated in accordance with Exception 2 below.

b. **EXCEPTION 2:**

If at the time of purchase, the purchaser designates on the Ticket another person or entity to who refund shall be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing his/herself as the person so designated on the Ticket exchange order shall be deemed a valid refund, and MW will not be liable to the purchaser, or any other person for another refund.

c. **EXCEPTION 3:**

If at the time of application for refund, evidence is submitted that a company purchased the Ticket on behalf of its employees, or the travel agent has made a refund to its client, such refund will be made directly to the employee's company or the travel agent.

**D. Non-refundable Tickets**

1. **General Rule**

MW will not refund any portion of a Ticket that is purchased with a non-refundable fare, including the fare and any taxes, fees, or other charges included within the total price paid for the Ticket.

2. **Application of Unused Ticket toward Future Ticket Purchase**

MW may allow a portion of the non-refundable fare paid for an unused and unexpired non-refundable MW Ticket to be applied towards the purchase of future travel on MW, provided it is done in accordance with the applicable fare rule in place at the time of such request. Change fees and other administrative charges may apply. Any portion not so applied will not be refunded in any form.

**E. Lost Tickets**

1. **Amount of Refund**

When a Passenger loses a MW issued Ticket eligible for a refund, or the unused portion thereof, MW will, subject to the conditions set forth below, make a refund to the Passenger in the following amounts, as applicable.

a. If no portion of the Ticket has been used, the refund will be an amount equal to the fare and charges paid, less service charges as indicated below.

b. If a portion of the Ticket has been used, and

1. The Passenger has purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, the refund will be an amount equal to the fare and charges paid for such new Ticket, or

2. The Passenger has not purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, and free transportation is not provided by MW, the refund will be an amount equal to the positive difference, if any, between the fare and charges paid, and the full normal fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket, or

3. Where in MW's judgment a hardship exists and MW provide(s) a free Ticket covering the lost portion(s) upon payment of service charges shown below, no further refund shall be due.

2. **Application for Refund of Lost Tickets**

a. A refund will be made for eligible tickets in accordance with Rule 22.E.1, provided application has been made no later than one month after the expiration date of the lost Ticket.

b. The application must be made on forms provided by MW for such refunds.

c. A refund will be made by MW upon application for such refund, provided that the lost Ticket or lost portion thereof has not previously been honored for transportation or refunded to any person during a period of three months from the date the loss is reported, and provided that the person to whom the refund is made agrees, in such form as may be provided by MW, to indemnify MW, including agreeing to return to MW such refund, for any loss or damage which it may sustain by reason of the use of the lost Ticket or portion thereof.

3. **Service Charge**

MW will impose a service charge of \$50.00 USD per Ticket for handling such request for refund of a lost Ticket or portion thereof.

*EXCEPTION: No service charge will be imposed for Military Passengers when transportation is paid for with a U.S. Government Transportation Request (Form No. 1169).*

#### 4. **Non-refundable Tickets**

MW will not refund any portion of a lost non-refundable Ticket, including the fare and any taxes, fees, or other charges. For applicable service charge, the Ticket will be reissued, if application is submitted prior to scheduled travel

#### F. **Foreign Currency Refunds**

1. All refunds will be subject to government laws, rules, regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made.
2. Refunds will be made in the currency in which the fare was paid, or, at MW's election, in lawful currency of the country of the carrier making the refund in the amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the Ticket as originally issued was collected.

#### G. **Overcharge Refunds**

Refund claims for overcharges must be submitted to MW in writing within 30 days after the operation of the flight Segment to which such overcharge claim relates, after which time no claim or legal action based on such overcharge can be maintained.

#### H. **Codeshare Flights when Marketed by another Carrier**

MW is not liable or responsible for refunds for flights operated by Mokulele, but marketed under another airlines' code when Mokulele was not the issuing carrier of the ticket. All refunds will be handled by the issuing carriers' contract of carriage.

### **Rule 23: Prepaid Corporate Travel Program**

- A. MW offers a prepaid travel option for any general consumer or organization in lieu of a corporate discount program. Customers may prepay for travel at a set amount, receive a specified bonus dependent on negotiations between MW Sales and the Customer.
  1. Customers shall be given the value of their prepaid travel, plus any bonus, available to them 24 hours a day through the MW Travel Agent web portal.
  2. Customer shall receive a special log-in and password for the portal. It is the responsibility of the customer to safe guards this information. MW is not liable for tracking usage, nor any unauthorized use.
  3. Customer may opt to call into MW reservations to redeem prepaid travel. Call center fees shall apply unless negotiated as part of the prepaid travel agreement.
  4. There is no expiration date of the prepaid travel program.
  5. All standard fare rules apply, unless noted.
  6. Prepaid customers who opt for an electronic voucher will be responsible for distribution of the voucher and PIN number. MW is NOT liable for lost, missing, or misused vouchers.
    - a. Standard voucher rules apply to bookings using a Corporate prepaid voucher.
    - b. Bookings using a prepaid corporate voucher may be refunded to a new voucher.

### **Rule 24: Additional Liability Limitations**

#### A. **Successive Carriers**

Carriage to be performed under one Ticket or under a Ticket and any Conjunction Ticket issued in connection therewith by several successive carriers is regarded as a single operation.

#### B. **Warsaw Convention Application**

MW agrees in accordance with Article 22(1) of the Warsaw Convention that, as to all international transportation hereunder as defined in the Warsaw Convention:

1. MW shall invoke the limitation of liability in Article 22(1) of the Warsaw Convention as to any claim for recoverable compensatory damages arising under Article 17 of the Warsaw Convention;
2. MW shall avail itself of any defense under Article 20(1) of the Warsaw Convention with respect to that portion of such claim which does not exceed 100,000 Special Drawing Rights (SDR's);

3. Except as otherwise provided in Rule 24.B.1 and Rule 24.B.2, MW reserves all defenses available under the Warsaw Convention to such claims. With respect to third parties, MW reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity;
4. MW agrees that subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the law of the Domicile or permanent residence of the Passenger;
5. Liability for delay of the Passenger shall not exceed the limitation set forth in the Warsaw Convention;
6. Nothing herein shall be deemed to affect the rights and liability of MW with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger; and
7. Any action brought pursuant to the Warsaw Convention is barred unless commenced within two years of the alleged occurrence.

## C. General Limitation of Liability

Except to the extent the Warsaw Convention or other applicable law may otherwise require or except as specifically provided otherwise in this Contract of Carriage, the following limitations of liability apply:

1. MW shall not be liable for any death, injury, delay, loss or other damage of whatsoever nature (hereafter referred to collectively as "damage") arising out of or in connection with carriage or other services performed by MW, unless such damage is proven to have been caused by the sole negligence or willful misconduct of MW and there has been no contributory negligence on the part of the Passenger.
2. MW shall not be liable for any damage arising out of MW's compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger's failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger's reliance on advice provided by MW regarding such laws, regulations, orders, rules, requirements or security directives. See also Rule 14.
3. MW shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by MW, whether or not MW had knowledge that such damage might be incurred.
  - a. In situations arising under Rule 19.A through Rule 19.E., MW shall not be responsible for compensatory, consequential, or other damages. Except as otherwise set forth herein, the passenger's sole and exclusive remedy shall be Rule 22.A (Refund-Involuntary).
4. Any limitations or exclusions of liability of MW shall apply to and be for the benefit of MW's agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by MW and its agents, employees or representatives acting within the scope of their employment.

## 5. Domestic Carriage Limitation of Liability for Baggage

If all of the Passenger's Ticketed segments are for carriage within the U.S.A., the following apply:

- a. Liability for the loss of, damage to or delay in delivery of a Passenger's personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher value is declared in advance and additional charges are paid and personal property is not otherwise exclude able), is limited to USD \$3,300 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. MW shall not be liable for any consequential damages arising from the loss of, damage to or delay in delivery of Baggage.
- b. MW assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.
- c. In the case of lost, damage to or delay in delivery of a Passenger's personal property, including Baggage, a preliminary notice of claim must be submitted to MW by the passenger within four hours after arrival of the flight on which the Baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at MW's discretion), no action shall lie against MW.
- d. After preliminary notice of claim to MW by the Passenger, the Passenger must obtain a written claim form from MW.
- e. The completed written claim form pertaining to the claimed lost, damage to or delay in delivery of a Passenger's personal property, including Baggage must be received by MW's Customer Service Center from the Passenger within 15 days after the flight date. If the Passenger's fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at MW's discretion), no action shall lie against MW.

## 6. Wheelchairs and Other Assistive Devices

For domestic travel only, the baggage limitations of liability set forth in this Rule do not apply to claims for loss, damage or delay concerning wheelchairs or other assistive devices. Liability for a lost or irreparably damaged wheelchair or other assistive device will be the original purchase price of the device, or where repairable, the actual cost of repair. Documentary proof is required from the Passenger for any claim for damages, loss or repair. MW has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. The notice and claim requirements of this Rule do apply.

## 7. Exclusions from Baggage Liability (Applies to Domestic and International Carriage)

- a. Notwithstanding the foregoing limitations, MW shall not be liable for the loss of, damage to or delay in delivery of any fragile or perishable items, nor for loss of, damage to or delay in delivery of any of the following:
  1. Antiques, artifacts, heirlooms, collectibles, religious items and artifacts;
  2. Frozen or preserved food & related items;
  3. Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles;
  4. Business equipment and business samples;
  5. CDs, DVDs, MP3s;
  6. Chinaware, glass, ceramics, pottery;
  7. Computer hardware/software and electronic components/equipment;
  8. Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures or do not provide sufficient protection to the contents;
  9. Items checked in corrugated/cardboard boxes, including cardboard boxes provided by MW, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);
  10. Electronic and mechanical items, including cell phones, electronic games; and other related items;
  11. Eyeglasses, Binoculars, Prescription Sunglasses and Non-Prescription Sunglasses and all other eye wear and eye/vision devices;
  12. Garment bags not designed for travel;
  13. Irreplaceable items;
  14. Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
  15. Jewelry;
  16. Keys;
  17. Liquids, perfumes, liquor, jerkins;
  18. Medicines, medical equipment;
  19. Money, gift cards and gift certificates;
  20. Natural fur products;
  21. Perishable items such as food, seafood, tobacco and related items;
  22. Photographic/cinematographic/audio/video equipment, cameras and related items;
  23. Precious metals/stones;
  24. Tools, battery powered hand tools, tool boxes/containers;
  25. Totally unprotected items such as tennis racquet's and umbrellas, either individually checked or tied/strapped to the outside of luggage;
  26. Silverware, knives, swords;
  27. Watches (Timepieces);
  28. Works of art such as paintings or sculptures; or
  29. Any other similar valuable property or irreplaceable property included in the Passenger's Checked or Carry-on Baggage with or without the knowledge of MW.
    - i. MW shall not be liable for Baggage not claimed by Passenger immediately upon arrival.
    - ii. MW shall not be liable for damage caused by a customer's property, whether such damage is to the customer's own property or to other's property.

- iii. MW shall not be liable for the loss of, damage to or delay in delivery of any Baggage accepted by another carrier for Interline Transfer to MW, if the Baggage is not acceptable for transportation as Checked Baggage by MW.
- iv. A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. MW will not be liable for loss or expense due to the Passenger's failure to comply with this provision, and MW will not be responsible if any animal is refused passage into or through any country, state or territory. (See Rule I8)
- v. MW shall not be liable for damage to Archery Equipment, Boogie/Skim/Speed Boards, Bowling Equipment, Fishing Equipment, Hang Gliding Equipment, Hockey/Lacrosse Sticks, Javelins, Kite boarding Equipment, Oars, Pole Vaulting Equipment, Pool Cues, Re-breather Equipment, Scuba Diving Tanks, Scuba/Diving Equipment, Water Skiing/Snow Skiing/Snowboarding Equipment, Surfboards, Surfboard Equipment Containers, Surfboard Bags, Wave Skis, Wake-boards and Windsurfing Equipment.
- vi. MW shall not be liable for damage to Golfing Equipment that is not contained in hard-sided cases.
- vii. MW shall not be liable for damage to Bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material or not contained in cardboard containers or hard sided cases.
- viii. MW shall not be liable for damage to Personal Human Transporters
- ix. MW shall not be liable for damage to Musical Instruments.
- x. MW shall not be liable for damage to Strollers.
- xi. MW shall not be liable for any Baggage for which MW and/or its' agents or representatives or any interline airline has received a signed release form from the passenger.
- xii. MW shall not be liable for damage to Checked Baggage which does not impair the ability of such Baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.
- xiii. MW shall not be liable for loss of or damage to protruding parts such as wheels, feet, external pockets, pull handles, hanger hooks, external locks, pull straps and security straps.
- xiv. MW shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to over packed Baggage.
- xv. MW shall not be liable for loss of or damage to articles which are strapped, fastened or otherwise secured to other Checked Baggage and which are not independently tagged and/or packaged. Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.
- xvi. MW shall not be liable for damage caused by improperly packed Checked Baggage or Carry-on Baggage.
- xvii. MW shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued.
- xviii. MW shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of an employee of an airline other than MW or such employee's family or friends traveling on a non-revenue pass.
- xix. MW will not be liable for delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Rule I8.

## 8. Declaration of Higher Value for Checked Baggage

- a. A Passenger may, when checking in for a flight and presenting Baggage to be checked for transportation, declare a value higher than the maximum limitation of liability amount specified herein subject to the conditions and charges below, in which event MW's liability shall not exceed the higher declared value.

- b. MW's higher valuation may be purchased at a one-way rate of higher declared value, but total declared value may not exceed \$5,000 USD.
- c. Declaration of higher value shall not apply to any items in Rule 24.C.7.
- d. MW has the discretion to not accept Baggage of any one Passenger having a declared value in excess of \$5,000 USD unless special arrangements have been made in advance by the Passenger with MW.
- e. When personal property, including Baggage, is tendered for transportation via two or more carriers with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.
- f. Excess value charges will be payable on a one-way basis at the point of Origin for the entire journey to the final Destination, provided that, if at a Stopover en route, a Passenger declares a higher excess value than that originally declared, additional value charges for the increased value from Stopover to the final Destination will be due from the passenger.

*EXCEPTION: Excess value charges will be due from the Passenger to MW only to the point to which the Baggage is checked, or to the point of Transfer to another carrier if such point is before the point to which Baggage is checked.*

## 9. Delivery of Baggage

MW will use reasonable efforts to return Checked Baggage within 24 hours of notice in writing by the Passenger of a delayed bag. MW will attempt to contact any Passenger whose unclaimed, Checked Baggage contains a name and address or telephone number. Delivery method will be conducted by any company of choice by MW.

## 10. Limitation of Liability-Services of Other Carriers

- a. MW's liability for damage, if any, shall be limited to occurrences on its own flights only, except in the case of Checked Baggage, in which case the Passenger also has the right of action against either the first or last carrier in the flown itinerary.
- b. A carrier issuing a ticket or checking baggage for carriage over the lines of others does so only as agent and is not liable for actions on the part of the operating carrier.
- c. MW shall not be liable for the death or injury of a Passenger not occurring on its own operated flights.

11. Mokulele Flight Service, Inc.'s liability in the case of refusal to transport passenger on a specific flight or removal of a passenger en route pursuant to Rule 16 shall be limited to the refund value of the unused portion of the passenger's ticket in accordance with Rule 22.A.

## Rule 25: Customer Service Complaints

MW will assign a Company Representative responsible to handle Customer Service complaints and to ensure that all written complaints by Passengers receive a response within 10 days.

## Rule 26: Privacy Notice

Mokulele Flight Service, Inc. is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when you book or purchase a MW ticket for transportation of passengers or cargo or if you participate in MW programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flier programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining immigration and customs clearance; complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of MW. Upon booking a ticket for transportation or purchasing other services,

you authorize MW and its affiliates and authorized agents to (i) collect, process, retain and use, and (ii) transfer to third parties, including other carriers and government agencies, for their use, processing and retention, such personal data as MW deems necessary to carry out the above-mentioned business purposes. You may contact MW Customer Care at the address set forth below if you would like to review and rectify your personal data on file. If you object to MW maintaining and using your personal data for marketing purposes, Written requests to opt out of optional programs can be made to:

E-mail: [customercare@mokuleleairlines.com](mailto:customercare@mokuleleairlines.com)

Address:

Mokulele Airlines Customer Service Center  
150 Kaulele Place  
Honolulu, Hawaii 96819