
GENERAL CONDITIONS of TRANSPORT: PASSENGERS AND BAGGAGE

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ARTICLE I: DEFINITIONS: except as otherwise indicated or as the context may otherwise require, words and expressions herein used, whether importing the singular or the plural, including in the titles, shall have the following meanings:

Air Carrier: means Compagnie Nationale ROYAL AIR MAROC or any other airline whose Designation Code appears on the Passenger's Ticket or on a Complementary ticket.

Air Carrier Designation Code - means the code assigned by IATA that identifies on an individual basis each carrier that is a member of this association, and that is composed of two or more characters or letters, appearing on the Tickets, schedules, reservation system and any other document or medium of the Air Carrier.

Air Chartering : means (i) the operation pursuant to which an Air Carrier who has concluded an Air Transport Agreement with the Passenger (« Contracting Carrier ») delegate to another Carrier (« Actual Carrier ») to take in charge partially or totally, the Passenger Air Transport and/or (ii) the operation pursuant to which a third party such as a tour operator or a travel agency, assigns to an Air Carrier the care to execute, totally or in part, the Air Transport.

Air Carrier's Regulations: means all rules, including these general conditions, published by the Air Carrier, and in force on the date of issue of a Ticket, relating to the carriage of Passengers and/or Baggage, including all Rates applicable on such date.

Air Transportation: means herein any flight from boarding operations to landing operations within the meaning of the applicable Convention.

Authorised agent : means any person (either individual or legal entity) authorised by the Air Carrier to represent it in the sale of passengers air transportation on the Air Carrier services and, to the extent permitted, on other air carriers services.

Baggage : means personal items, property and other things accompanying a Passenger during his flight. Unless otherwise indicated, this definition includes both Passenger Checked and Unchecked Baggage.

Baggage allowance: means the maximum quantity of Baggage (in number and/or weight and/or dimension) fixed by the Air Carrier, in accordance with Article VIII. 5 hereof.

Baggage Bulletin: means the portions of the Ticket relating to the transportation of the Passenger's Checked Baggage.

Baggage Identification Tag: means a document issued by the Air Carrier for the sole purpose of identifying the Checked Baggage and including a part affixed to such Baggage ("Tag") and another part given to the Passenger for the identification of this Baggage (Baggage Bulletin).

Banking Card: means a mean of payment issued by a financial institution, adherent to international and/or national bodies such as VISA, MASTERCARD, AMERICAN EXPRESS, DINNERS, CB, CMI, Discover, Maestro, etc. (this list is not exhaustive).

Call Center : means Royal Air Maroc' s call center.

Checked Baggage : means Baggage which the Air Carrier has taken into its custody solely during the air transport, as mentioned on the Ticket or for which a Baggage Identification Tag has been issued.

Check-in deadline: means the time limit specified for each flight by the Air Carrier, by which the Passenger must have completed the check-in formalities and received his boarding pass.

Code Share Flight : means a flight operated by an Air Carrier that may be the carrier that issued the Ticket (Contractual Carrier), or another carrier (Actual Carrier) with which the Contractual Carrier has associated its Designation Code.

Complementary ticket: means a Ticket issued for a Passenger jointly with another Ticket and the whole of which constitutes a single contract of transport.

Contingency Plan for Lengthy Delays : means the Contingency Plan for Lengthy Delays used by the Air Carrier's in the event of a significant delay

of the aircraft on the tarmac of an airport located in the United States of America, as described by the U.S. Department of Transportation (DOT).

Contract of Transport: means the provisions and representations contained in or on the Ticket or in the Memorandum of Travel, and which incorporate, by reference, these General Conditions of Transport and the notices to Passengers.

Convention: means whichever of the following apply as the case may be:

(a) The Convention for the Unification of Certain Rules Relating to International Air Transport signed in Warsaw on 12 October 1929 (Warsaw Convention).

(b) The Hague Protocol of 28 September 1955, amending the above Convention.

(c) The Guadalajara Convention of 18 September 1961.

(d) The Convention for the Unification of Certain Rules Relating to International Air Transport signed in Montreal on May 28, 1999 (Montreal Convention).

Damage: includes the following:

- death or bodily injury to a Passenger caused by an accident on board the aircraft or during boarding or disembarking operations;
- destruction, loss of or damage to Checked Baggage occurring during air transport or during any period during which the Air Carrier has custody of the Checked Baggage;
- delay of Passengers and Checked Baggage caused by air transportation.

Days: means calendar days consisting of seven (7) days of the week. In the case of a notification, the day of dispatch of such a notification shall not be counted. To determine the validity of a Ticket, the day of issue of the Ticket or the day of commencement of the journey will not be counted.

Domestic flight: means any flight of which the city of departure and the city of destination are located within the same State in territorial continuity.

Electronic Coupon: means the electronic flight coupon or other document of the same value saved in the Air Carrier's database.

Electronic Ticket: means the Memorandum of Travel (also referred to as the "Itinerary Receipt") issued by or on behalf of the Air Carrier, the Electronic Coupon or any document of the same value saved in the Air Carrier's database.

Flight Coupon: means the portion of the Ticket marked "valid for transport or good for passage" or, in the case of an Electronic Ticket, the Electronic Coupon, indicating the name of the Passenger, the point of departure and the point of arrival between which the transport is to be carried out.

Force Majeure : means circumstances beyond the control of the party availing itself of them and establishing the proof thereof, of extraordinary and unpredictable nature, the consequences of which could not be avoided despite precautionary measures taken.

General Conditions of Transport : means these General Conditions of Transport.

IATA : means the International Air Transport Association.

Inter Carrier Agreement : (called « IIA » and « MIA ») of INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) : means the reference documents modifying certain provisions relating to the liability of the Air Carrier, signed respectively on October 31, 1995 at Kuala Lumpur (IIA) and April 3, 1996 at Montréal (MIA) and entered into force on April 1, 1997; both documents are within the legal framework of the international texts relating to the liability of the Air Carrier, below designated "the Convention", as hereinafter defined.

International Flight or Transport: means, within the meaning of the Convention, any flight of which the point of departure and the point of destination and if any the point of a stopover are located in the territory of at least two States adherent to the Convention or in the territory of a single State adherent to the Convention if an intermediate stop is planned in another State, even if that other State is not an adherent to the Convention.

Issuing fees or "Ticketing Fees": means fees charged, where applicable, to the Passenger by the Air Carrier or its Authorised agent in exchange for

the issuance of the Ticket. The amount of such fees is determined by the issuer of the Ticket.

Memorandum of Travel (or "Itinerary Receipt): means one or more documents that the Air Carrier issues to the Passenger travelling with an Electronic Ticket, which includes the Passenger's name, flight informations and notices to Passengers. It is an integral part of the Electronic Ticket.

Passenger: means any person, other than crew members, transported or to be carried by aircraft in accordance with the provisions of their Ticket.

Passenger Coupon or Passenger Receipt: means the portion of the Ticket issued by or on behalf of the Air Carrier and which must be retained by the Passenger.

Passenger with Restricted Mobility: means any person whose mobility is restricted when using a mean of transportation, because of a physical disability (sensory or musculoskeletal, permanent or temporary), an intellectual disability, age or any other cause of disability, and whose situation requires special care and adaptation to its needs, of the services available to all Passengers.

Rates : means the fare conditions of a transport reserved by a Passenger, in a booking class, for journeys, flights and, if applicable, specific dates. Rates may include Issuing or Service Fees and Taxes.

Reservation: means any request for transport made by a Passenger and registered by the Air Carrier or its Authorised agent.

Royal Air Maroc : means Compagnie Nationale « Royal Air Maroc », a public limited company under Moroccan law, registered in the Trade Register of Casablanca (MOROCCO) under No. 9667, and whose registered office is in Casablanca, Casa-Anfa Airport, MOROCCO.

Royal Air Maroc website: means the website www.royalairmaroc.com

Schedules: means the scheduled departure and arrival times of flights, as indicated in (i) the timetables issued by or under the authority of the Air Carrier, or on its website, or (ii) made available to the public electronically by the Air Carrier.

Service Fees: means fees, charged, where applicable, to the Passenger by the Air Carrier and/or its Authorised agent, among other in consideration of the amendment ("Amendment Charges"), the reissue ("Reissue Charges") or the reimbursement ("Reimbursement Charges") of a Ticket. The Passenger shall be informed by the Air Carrier of any applicable Service Fees prior to the finalization of the reservation.

The amount of such fees is available from the Air Carrier or its Authorised agent.

Special Declaration of Interest: means the declaration made by the Passenger at check-in specifying a particular value of his Baggage estimated by him/her to be higher than the limit of liability provided for in the Convention, and subject to payment by the Passenger of the applicable additional fee.

Special Drawing Right (SDR): means the unit of account as defined by the International Monetary Fund.

Stopover: means, with the exception of the places of departure and of destination, the points indicated on the Ticket or on the Air Carrier time tables as scheduled stops on a Passenger journey.

Taxes: means fees, taxes and charges imposed by a government, the airport manager, or any other authority, as defined in Article IV below.

Ticket: means the current document entitled Ticket, or the Electronic Ticket, together with a Baggage Bulletin if applicable, issued by or on behalf of the Air Carrier. It includes the terms and conditions of the Contract of Transport, including these General Conditions of Transport, notices to passengers, as well as Flight Coupons and Passenger Coupon or Passenger Receipt.

Unchecked Baggage or « cabin baggage »: means any baggage of the Passenger other than Checked Baggage. Unchecked Baggage remain in the Passenger's custody.

Voluntary stopover : means a stop scheduled by the Passenger during his journey at a point between the place of departure and the place of destination, and which duration does not exceed 24 hours.

ARTICLE II: SCOPE

1- General :

a) Subject to the provisions of paragraphs 2, 3 and 4 of this article, these General Conditions of Transport form an integral part of the Contract of Transport and constitute the General Conditions of Transport mentioned on the Ticket.

They apply only to any flight or segment thereof, operated for valuable consideration, for which Royal Air Maroc Designation Code "AT" appears in the carrier's box on the Ticket or on the corresponding Coupon.

b) These General Conditions of Transport shall also apply to carriage free of charge or at reduced rates, except as otherwise provided by the Air Carrier in its regulations or in contracts, passes or Tickets issued for such carriage.

c) These General Conditions of Transport are established in accordance with the Montreal Convention, the Moroccan laws in force, in particular with Law No. 40.13 of 24 May 2016 consisting in the civil aviation code in Morocco. They are available from Royal Air Maroc or its Authorised agents and are also available on Royal Air Maroc website.

d) Any air transport service is subject to these General Conditions of Transport and to the Air Carrier's Regulations including the Rates in force on the issue date of the Ticket.

2- Prevalence of law and fare conditions:

These General Conditions of Transport are applicable to the extent not contrary to the applicable Convention and/or to any applicable law and/or to the fare conditions of the Carrier, in which case this Convention or law or fare conditions would prevail. Any invalidation of one or more provisions of these General Conditions of Transport will have no effect on the validity of the other provisions, unless the invalidated provision(s) are decisive and essential to the existence of the Contract of Transport.

3- Prevalence of the General Conditions of Transport on the Air Carrier's Regulations:

Unless otherwise specified under these General Conditions of Transport, in case of inconsistency between such conditions and the Air Carrier's Regulations, these General Conditions of Transport shall prevail.

4-Air Chartering:

If the transport is carried out under a charter agreement, these General Conditions of Transport shall apply to the extent that the terms of the charter agreement, of the Ticket or of the contermark (in case of non-scheduled flight) will incorporate these conditions by reference or otherwise and in particular when such conditions are more favourable than those of the Actual Carrier.

5. Code Share Flights :

Some of the Air Carrier's flights may be performed under code share arrangements made with other airlines.

In such a case, an air carrier other than the one mentioned on the Ticket may provide the air transport service. These General Conditions of Transport shall also apply in the event of Code Sharing Flight when such conditions are more favourable than those of the Actual Carrier.

6. The Passenger shall be informed of the identity of the air carrier referred to in paragraphs 4 and 5 above at the time of booking his Ticket if this identity is known, or at the latest, at the time of registration or in the event of correspondence without prior registration, before boarding operations.

7. In the event of a significant delay on the tarmac of an airport located in the territory of the United States of America, the Actual Carrier's Emergency Plan shall be applicable.

ARTICLE III: TICKETS

1-General:

a) Proof of the Contract of Transport:

The Ticket attests to the contrary of the existence of a Contract of Transport between the Air Carrier and the Passenger whose name appears on the Ticket. The Ticket remains at all time the property of the issuing carrier. The conditions of the Contract of Transport inserted in the Ticket constitute a summary of these General Conditions of Transport.

b) Ticket Requirements to be entitled to the transport:

Except in case of Electronic Ticket, the Air Carrier will agree to supply the service of transport to the Passenger only if the latter is in possession of a valid Ticket duly issued in the name of the Passenger, or of any other equivalent contractual document in accordance with the Air Carrier's Regulations.

The Ticket, issued by the Air Carrier or his Authorised agent, will have been paid entirely, unless otherwise agreed or decided by the Air Carrier.

The Ticket will contain the Flight Coupon corresponding to the concerned flight and all other unused Flight Coupons as well as the Passenger Coupon or Passenger Receipt.

The Passenger will not be entitled to the transport if the presented Ticket is damaged or modified by any person other than the Air Carrier or his Authorised agent.

In the case of Electronic Ticket, the Passenger will be transported on a flight only if he produces his identity document and if a valid Electronic Ticket was issued in his name.

The Air Carrier may, at any time of the journey, check the identity documents of the Passengers.

c) Loss, alteration or no presentation of the Ticket:

In case of loss or alteration of all or part of the Ticket, or no presentation of a Ticket containing the Passenger Coupon or Passenger Receipt and all the unused Flight Coupons, the Air Carrier which issued the Ticket may, at the Passenger's request, and in accordance with the Air Carrier's Regulations, replace all or part of the Ticket by the issuance of a new Ticket, provided that at the time of his request the Passenger proves to the Air Carrier that a valid Ticket had been issued for the related flights.

The issuing Air Carrier of the new Ticket may charge the Passenger with Service Fees for such reissuing, unless the loss or the alteration was due to the Air Carrier or his Authorised agent.

If the proof mentioned in the previous paragraph is not brought, the issuing Air Carrier of the new Ticket may require from the Passenger first to pay the total price of the replacement Ticket.

Such payment will be reimbursed to the Passenger, if the latter brings the proof, to the issuing Air Carrier of the new Ticket, that the lost or damaged Ticket was not used during its validity period or if he found the lost Ticket before its expiry date and handed it back to the issuing Air Carrier of the new Ticket.

Duty of diligence: the Ticket is a valuable document. The Passenger must take all measure to make sure that the Ticket is not lost, stolen, or damaged/altered.

d) Non-transferable Ticket:

Subject to the provisions of any applicable law in force, a Ticket is not transferable. If a Ticket is presented by a person other than the person entitled to be transported or reimbursed in accordance with the terms and conditions of such Ticket, the Air Carrier shall not be held liable for any consequences if, in good faith, it carried the person presenting said Ticket or if it reimbursed the person presenting it.

e) Control:

Any Passenger benefiting from a Rate reduction or a Rate with special conditions, must be able to justify with the Air Carrier, the validity and regularity thereof at any time of its journey. In the absence of such justification, the Passenger (i) would be required to pay the difference between the Rate paid and the Rate he should have paid, or (ii) would be denied boarding.

Any Passenger who has acquired his or her Ticket by Banking Card through Royal Air Maroc's Website or Call Center, must be able at any time before the journey to justify to the Air Carrier that he or she is the holder of the Banking Card used for the payment of the Ticket or, failing that, must be able to provide a copy of:

- a valid ID from the person holding the Banking Card used for the payment, and
- the Banking Card used for such payment.

In the absence of such credentials, the Passenger may be (i) required to pay the Ticket with another mean of payment (which may be a Banking Card of a person present with him at registration), or (ii) denied boarding.

2- Ticket Period of validity and extension

a) Period of validity :

Unless otherwise stated on the Ticket or in these General Conditions of Transport or in the applicable fare conditions affecting the period of validity of a Ticket as indicated thereon, the period of validity for transport of a Ticket is as follows:

- One year from the issuance date of the Ticket, or
- One year, commencing on the date of use of the first Coupon, provided that the first travel takes place within one year of the issuance date of the Ticket.

b) Extension of validity:

(i) If a Passenger holding a valid Ticket is prevented from travelling during the period of validity of the Ticket, because, at the time of requesting a booking on a flight, the Air Carrier is unable to provide a seat on the desired flight, either the validity of the Ticket of that Passenger will be extended in accordance with the Air Carrier's Regulations or the Ticket may be refunded in accordance with the conditions set out in Article XI below.

(ii) If a Passenger, having begun his journey, is then prevented from travelling during the period of validity of the Ticket for health reasons, the Air Carrier may extend the validity of the Ticket of that Passenger either until (i) the date on which he will be able to travel or (ii) the first flight of the Air Carrier after such date, from the point on which the flight is resumed, so long as there is a seat available in the class of the Rates paid, and provided that the Passenger shall have produced a medical certificate, stating the reasons which prevented him from travelling initially.

Where the Flight Coupons remaining in the Ticket or in the case of an Electronic Coupon in the Electronic Ticket include one or more voluntary stops, the validity of such Ticket (subject to the Air Carrier's Regulations) may be extended by a maximum of 3 months, from the date mentioned on

said medical certificate. In such circumstances, the Air Carrier may, in the same manner and under the same conditions, extend the validity of the Tickets of immediate family members the Passenger.

(iii) In the event of death of a Passenger during his journey, the Tickets of persons accompanying him may be modified, either by dismissing the concept of minimum stay or by extending the duration of their validity.

In the event of death in the immediate family of a Passenger whose journey has begun, the Tickets of the Passenger and those of the members of his immediate family accompanying him, may be modified in the same way. Any modification may only be made upon the production of a death certificate; the validity period of the Tickets shall not be extended more than forty five (45) days from the date of death.

Any extension referred to above shall be for carriage in the class of the Rates paid.

3- Order (or sequence) of uses of Coupons:

a) Each Ticket specifies the route to which it relates (from the place of departure, via any agreed stopover, to the final place of destination) and the Rate paid by the Passenger at the time of purchase, corresponds to the transport mentioned on the Ticket on the agreed dates, forming integral part of the Contract of Transport concluded between the Passenger and the Air Carrier.

Thus the Rate applied to the issued Ticket is only valid for full use of the Flight Coupons in the order (or sequence), class and dates of the route reserved from the point of departure as it appears on the Ticket.

b) In the case of Coupons issued without any mention of Reservation, the Reservation will be done in accordance with the conditions of the relevant Rate so long as there are seats available on the requested flight.

c) The Ticket Rate will be modified by the Air Carrier, if the Passenger does not use the first Flight Coupon corresponding to a given journey or if the Passenger does not use the Coupons in the sequence/order in which they were issued.

If the Passenger begins his travel at a Voluntary Stopover or intermediate stop, he must pay a flat-rate surcharge which amount shall be **calculated**

according to the new route, travel dates and classes available. Thus, the Passenger will have to pay for the difference in Rates including induced Service Fees.

4. Modifications upon Passenger's request:

a) If the Passenger wishes to modify all or part of his travel, he must first contact the Air Carrier or his Authorised agent to ensure that his Ticket is modifiable taking into account the Rate paid. The new travel Rate will then be calculated based on the new data provided. The Passenger will have the opportunity either to accept the new Rate including the applicable Service Fees or to maintain its initial itinerary as defined on its Ticket.

b) If, following a duly established Force Majeure case, the Passenger should modify his Ticket, he must contact the Air Carrier as soon as possible, who will grant the Passenger a credit note corresponding to the Rate of his Non-refundable and/or non-modifiable Ticket, valid for one year and usable for a subsequent travel on the Air Carrier's flights, **subject to the payment of applicable Service Fees.**

5. Air Carrier's Identity:

The name of the Air Carrier may appear as an abbreviation on the Ticket, in the form of the Designation Code. The address of the Air Carrier shall be deemed to be the address of the place of its registered office or the principal place of its business.

ARTICLE IV: RATES AND TAXES

1- General:

Unless otherwise indicated, the Ticket Rates apply only to transportation from the airport of origin to the airport of destination.

Rates do not include surface transportation from one airport to another, or transportation between an airport and the town destination.

Under a round trip Ticket, **the applicable fare conditions may according to the direction of the trip (way out or back).**

2- Applicable Rates:

Unless otherwise stated, the applicable Rates are those published by or on behalf of the Air Carrier or, failing that, those calculated in accordance with the Rates in force on the date of Reservation of the Ticket.

If following an error, including of a technical nature, the Rates published or calculated would obviously and clearly be below the Air Carrier's applicable normal Rates, the Air Carrier reserves the right to rectify such error and to inform the Passenger accordingly; the Passenger will then have to pay the difference between the two Rates in accordance with any applicable law or regulation.

The Passenger will have the possibility to accept the applicable normal Rate or to cancel its purchase in the event that the related Ticket would not have been used yet.

The applicable Ticket Rate corresponds to the transport from the actual place of departure to the actual place of destination. It is calculated according to the date of Reservation of the Ticket, for the flight data (itinerary, date and class) and the journeys mentioned pursuant to their order/sequence on the date of issue.

If the Passenger modifies such data, the Rate applicable to the Passenger's Ticket will be affected accordingly.

At the time of Reservation, the Passenger shall be informed of the applicable Rate, including Taxes and Issuing Fees.

For markets outside the European monetary zone, there could be a difference in Rates between the amount displayed during the Reservation in local currency and the debited Rate from the customer account due to exchange rate fluctuations (local currency/euro conversion).

3- Taxes, Fees and Charges:

a) Any fees, charges or taxes imposed by a government, any other authority or the manager of an airport shall be added to the Rates and shall be payable by the Passenger.

Taxes, fees and charges may be imposed and/or modified after the date the date of **Reservation** of the Ticket.

In the event of an increase in taxes and/or fees and/or charges applicable on the Ticket, the Passenger shall pay such increase.

Similarly, if new taxes, fees or charges are imposed, including after the date of **Reservation** of the Ticket, the Passenger must pay them.

If such fees, charges, taxes are abolished or reduced, the Passenger shall be entitled to require reimbursement of the reduced or abolished amount previously paid, in accordance with the provisions of Article XI.

Similarly, if the Passenger does not use his Ticket, he will be entitled to seek reimbursement of any charges, taxes and fees related to the boarding and which he has paid, after deduction of the applicable Reimbursement Charges. The amount of such Charges is available from the Air Carrier or its Authorised agent.

b) In exchange for the issuance of a Ticket, the Air Carrier may charge the Passenger Issuing Fees which are added to the Rate. The Passenger is informed of the amount of any Issuing Fees invoiced, before the finalisation of his Reservation.

The Issuing Fees are set taking into account the Ticket data (Rate, distribution channel, type of travel) and are not refundable except in case of cancellation of a Ticket due to the Air Carrier's fault.

4- Payment Currency:

Rates, Taxes, Fees and Charges are payable in the currency of the country in which the Ticket was issued unless another currency is indicated by the Air Carrier or its Authorised agent **on or before** the time of purchase of the Ticket (for example, due to the absence of convertibility of the local currency). The Air Carrier may decide to accept a payment in a currency other than that of the country in which the Ticket was issued.

ARTICLE V: RESERVATIONS

1- Reservation requirements:

a) Reservations are not confirmed until they are accepted by the Air Carrier or its Authorised agent.

b) As provided in the Air Carrier's Regulations, some Rates may be subject to conditions that limit or exclude the right of the Passenger to change or cancel his Reservation.

2- Ticket Issuing deadline:

If a Passenger has not made full payment of his Ticket by the deadline for Issuing the Ticket indicated by the Air Carrier or his Authorised agent, the Reservation may be cancelled and the booked seat may be allocated to another Passenger, without the liability of the Air Carrier being committed or even sought.

3- Seating allocation:

a) The Air Carrier endeavours to satisfy the requests for seat allocation made in advance, without however guaranteeing the allocation of a precise seat, even if the Reservation has been confirmed for that seat.

The Air Carrier may at any time modify the seating allocation, including after boarding the aircraft, due to a Force Majeure circumstance and/or operational, safety or security requirements.

(b) The aircraft type indicated to the Passenger at or after the Ticket Reservation is not contractual. The Air Carrier may modify the type of aircraft, without its liability being sought or incurred as such, for reasons beyond its control, operational, safety or security constraints.

4- Cancellation by the Passenger for unoccupied seat :

In accordance with the Air Carrier Regulations, a Passenger who does not use the space for which a Reservation was made will be subject to the provisions of Article III.3 and/or 4 as the case may be.

5- Reconfirming Reservations:

Reservations for a continuation flight or for a return flight may be subject to reconfirmation requirements under the conditions provided by the Air Carrier Regulations. Failure to observe this formality may result in the cancellation of Reservations for continuing or for return journeys. If, during his travel,

the Passenger uses the services of several Air Carriers, the Passenger should check with each other carrier whether reconfirmations are necessary.

In such case, the Air Carrier to which the reconfirmation must be made, is the one whose Designation Code appears on the Flight Coupon.

6- Personal Data:

In order to satisfy a request for Reservation, to obtain additional services, to facilitate the entrance formalities into the territory of another State, the Passenger shall communicate to the Air Carrier or his Authorised agent, via the Royal Air Maroc Website or at an agency, personal data that may be the subject of processing.

Upon booking a seat on a flight, the Passenger accepts the use of his personal data by the Air Carrier.

The data provided by the Passenger are collected and processed primarily for the following purposes:

- Reservation and purchase of Tickets,
- Providing services in connection with air transportation (meals, medical assistance, support for unaccompanied children, etc.)
- Completion of administrative formalities relating to immigration and entrance into the territory of a State,
- Prospecting, promotional and commercial statistics, including adapted commercial offers (with the consent of the Passenger where required by law),
- Managing frequent flyer program,
- Managing customer claims,
- Fraud prevention and flights safety,
- Web usage and attendance metric for the online sales site.

The Passenger is also informed that incidents that occur during the execution of the air transportation and that are likely to affect the security and/or safety of the flights, may be subject to a computer recording.

The personal data of Passengers collected within the framework of these

purposes shall be processed by the Air Carrier in accordance with Moroccan Law no. 09-08 of 18 February 2009 on the protection of individuals regarding processing of personal data.

In this context, the data collected may be transmitted by the Air Carrier to its authorised staff but also to third parties, in particular the providers of related services, the Authorised agents, and the other partners carriers.

Similarly, for reasons such as security, counter-terrorism, anti-fraud and/or other crimes, the Air Carrier may be required to release the collected personal data to the competent Moroccan or foreign public authorities, in accordance with applicable laws and regulations in Morocco and internationally. Releases of data outside Morocco are carried out under the conditions of Articles 43 and 44 of the aforementioned Law No. 09-08. This data consists mainly of the following information: name, first name, date of birth, passport number, flight number and itinerary, etc.

In accordance with the aforementioned Law 09-08 of 18 February 2009, the Passenger has at all times access, rectification, deletion or opposition rights on the use of his personal data.

The Passenger may thus exercise these rights by contacting the Customer Relations department by email sent to: serviceclient@royalairmaroc.com or by letter to the following address: Customer Claims Service - Casa-Anfa Casablanca Airport 20200, Morocco.

It should be noted that, unless the Passenger expressly objects during the collection of his personal data, or addresses its objection to the above-mentioned addresses, the Air Carrier may use the Passenger's personal data for the purposes mentioned in this article.

The Passenger may exercise his right of opposition to the use of his personal data at the time of the Reservation but this may result in the non-taking into account of his request for Reservation or for the provision of certain related services.

It is also specified that the absence of communication of certain personal data essential to the Contract of Transport or their inaccuracy may result in the refusal of the Passenger to board or to enter into a foreign territory, under the sole and exclusive responsibility of the Passenger.

ARTICLE VI: CHECK-IN AND BOARDING

1-The Passenger must arrive at the Air Carrier's Check-in desk and at the boarding gate, early enough before the flight's departure, in order to complete the administrative and departure formalities for him and his Baggage and in any case no later than the Check-in deadline for the first flight segment indicated by the Air Carrier or its Authorised agent. If the Passenger's journey includes other flight segments, the Passenger must inquire and find out the Check-in deadline by consulting the Air Carrier's or Authorised agent's Schedules. The Passenger must be at the boarding gate no later than the time indicated at the time of check-in. If the Passenger does not arrive in time at the Air Carrier's check-in desk or at the boarding gate or fails to present travel documents corresponding to the relevant journey and/or is unable to travel (in particular **as provided** under Article XIII below), the Air Carrier may cancel the seat reserved for him.

2- The liability of the Air Carrier may not be engaged or sought in any way if the Passenger has not complied with the conditions of this article.

ARTICLE VII: TRANSPORTATION REFUSAL AND LIMITATION/SPECIAL CONDITIONS

1- Right to refuse transportation:

At any point of departure and/or correspondence, the Air Carrier may refuse to transport a Passenger and his Baggage, for security reasons or if any of the following situations have arisen or are likely to arise:

a) The transportation refusal is necessary to comply with the laws, regulations or orders in force in any State or country of departure, destination, Stopover or overflight ; or

(b) The behaviour of said Passenger , including any condition caused by the consumption of alcohol or the taking of drugs, is likely to present any danger to himself, other Passengers, the crew members or property, and/or could endanger safety, health, good order on board the aircraft, including if the Passenger makes threats, or uses abusive or insulting language toward Passengers, ground personnel and/or crew members; or

c) The physical condition of the Passenger, his age, his mental condition are such:

- as a special assistance not requested when booking or purchasing the Ticket, is required from the Air Carrier, or
- as to create a risk or danger to said Passenger himself, other Passengers, crew members and/or property.

(d) The Passenger has not complied with the laws, regulations or with the Air Carrier's regulations or instructions, including those relating to the safety or security, or

(e) The Passenger has shown up late at the check-in desk or at the boarding gate, or has refused to allow security checks and/or an inspection of his Baggage to be carried out, as provided for below in particular in Articles VIII and XIII, or has refused to produce any identification document, and/or is boarding with an electronic device and/or Baggage containing such equipment or other thing that is prohibited from being transported in the cabin in accordance with any applicable regulations of the country of departure, of destination or of transit of the flight concerned, and from which the Passenger refuses to divest; or

f) The applicable Rate or any fees or taxes or charges owing have not been paid or credit arrangements have not been made between the Air Carrier and the Passenger (or the person paying the ticket); or

g) The Ticket presented by the Passenger:

- has been acquired illegally or has been purchased from an organisation not authorised by the Air Carrier, other than the Air Carrier that issued such Ticket or its Authorised agent; or

- has been identified as a lost or stolen document; or
 - is a counterfeit, damaged or unreadable Ticket; or
 - a Flight Coupon has been modified or deteriorated by someone other than the Air Carrier or its Authorised agent;
- in these cases, the Air Carrier may retain the Ticket ;or

(h) If the person submitting a Ticket cannot prove that she/he is the person named in the Passenger name box; the Air Carrier may also retain such Ticket; or

i) The Passenger does not appear to hold valid travel documents or have outdated or fraudulent documents (usurpation of identity, falsification or

forgery of documents) or incomplete **documents** with regard to existing national or international regulations or is tempted to enter into a country for which he does not possess valid documents. The same applies if the Air Carrier has reasonable belief that the Passenger could destroy its travel documents during the flight or refuse to provide them to a crew member upon request in exchange for a receipt; or

j) The Passenger benefiting from a Rate reduction is unable to provide the related supporting documentation and/or refuses to pay the difference between the Rate paid and the Rate that he should have paid, as referred to in Article III e) above.

2- Special Assistance:

The transportation of unaccompanied children, Passengers with Restricted Mobility, pregnant women, persons ill or any other person requiring special assistance shall be subject to special conditions, in particular as summarized in paragraph 3 of this Article.

The Air Carrier must be informed of the status of persons with reduced mobility, or of any special need for assistance during the Reservation, or at least 48 hours before departure so that the specific measures requested for the assistance may be implemented, taking into account both the time and the nature of the required assistance.

Otherwise, the Carrier shall not incur any liability except as otherwise provided in the applicable regulations.

3- Transportation with special conditions :

(a) Any Passenger requiring special care or assistance, including children, persons with restricted mobility, persons with disabilities or travelling with special equipment and/or Baggage requiring special packaging, must report the same to the Air Carrier at the time of Reservation or, failing that, at least 48 hours prior to departure, in order for the Air Carrier to make adequate arrangements for transportation under the best possible conditions, in accordance with applicable regulations.

The Air Carrier informed within the time limit, will treat in priority the Passengers with Restricted Mobility and their accompaniers, as well as the unaccompanied children during their journey.

b) Any Passenger desiring a special meal must inform the Air Carrier at the time of Reservation or at any other time limit communicated by the Air Carrier, failing which, the Air Carrier shall not guarantee the provision of such special meal on board of the concerned flight.

If a request corresponding to the cases referred to in (a) and (b) above is made only at the time of Check-in, the Air Carrier shall do its best reasonable efforts to satisfy it, having regard in particular to the particularities of the assistance requested, the time required and the applicable regulations. However, the Air Carrier shall not be liable if such request could not be satisfied and may even refuse the boarding of the Passenger and/or Baggage concerned in accordance with paragraph 1 of this Article VII.

(c) It is the responsibility of any Passenger who has a medical history (including pregnancy) to consult a physician before boarding a flight, specially a long-haul flight and to take all necessary cares and precautions. The Air Carrier shall not be liable for any damage occurring during the journey, including death, due to the Passenger's previous health and/or health worsening.

ARTICLE VIII: BAGGAGE

The Passenger is solely and totally responsible for the contents of any Checked and/or Unchecked Baggage travelling with him.

1. Items non admitted as Baggage:

a. The Passenger must not include in his Baggage any item the transport of which is forbidden or limited by any applicable regulations, including without limitation:

i) Items susceptible to constitute a danger for the aircraft, the persons or the properties on board, as those mentioned in the Air Carriers's Technical Instructions for the Safety, the regulations concerning the dangerous goods of the International Civil Aviation Organization (ICAO) and the International Association of Airline companies (IATA), the Air Carrier Regulations available with the Air Carrier or his Authorised agents; such items include

without limitation, explosives, compressed gases, corrosives, oxidant, radioactive or magnetic products, flammable products, toxic, nauseating, dangerous or irritating material and liquids of all kinds (with the exception of liquids contained in Unchecked Baggage for the personal use of the Passenger in the course of the journey, subject however to the Regulations of the Air Carrier and the laws or the regulations applicable in the States of departure, overflying, transit and destination);

(ii) items whose transport is prohibited by the laws, regulations in force into any State of departure, destination or overflight, whether as Checked or Unchecked Baggage;

(iii) items which the Air Carrier considers to be unfit for air transportation because of their weight, size and/or nature;

(iv) firearms and ammunition other than those intended for hunting or sports.

Firearms and ammunition intended for hunting or sport may only be accepted as Checked Baggage and provided that at the time of booking the Ticket, the Passenger has informed the Air Carrier and submitted all necessary documents. These weapons must be unloaded, have the safety notch engaged and be suitably packed in their safety case, accompanied with any related legal documentation required in the countries of departure, stopover and destination. Ammunition transportation is subject to ICAO and IATA hazardous materials regulations;

(v) certain weapons such as antique firearms, swords, knives and similar items may be accepted by the Air Carrier as Checked Baggage but will not be allowed in the aircraft cabin (as Unchecked Baggage or otherwise);

(vi) live animals, with the exception of dogs, cats, birds and other domestic animals which may be admitted for transportation in accordance with paragraph 10 of this Article VIII.

b) The Passenger represents that she/he:

(i) fully knows the contents of each of its Baggage;

(ii) does not accept items from other passengers or from any other person;

(iii) does not travel with Baggage remitted by third parties;

(iv) does not include in their Baggage, items prohibited by any regulation or any law applicable in the States of departure, overflight, transit and destination, and/or

(v) does not include perishable or fragile materials in their Baggage **if not** appropriately packed in order to prevent self damage or damage to the Baggage of other Passengers or to the aircraft.

2. Refusal of Baggage :

The Air Carrier may refuse to transport Baggage containing any of the items listed in paragraph 1(a) of this Article and may refuse to continue the transportation of any Baggage if it discovers that the Baggage consists of such items or contains such items or does not comply with the provisions hereof.

The Air Carrier may refuse to transport as Baggage any item because of its size, appearance, weight, content, configuration, nature, or for operational, technical, health, security and/or safety reasons or to preserve other passenger comfort.

Upon request, the Air Carrier will indicate to the Passenger which items are not allowed to be transported.

The Carrier may refuse to transport (i) the Baggage for which the Passenger has refused to pay the charge supplement referred to in paragraph 6 of this Article and (ii) the Baggage that has not been presented by the Passenger to the Air Carrier at Check-in desk by **the Check-in** deadline.

Under no circumstances will the Air Carrier provide custody and/or be required to take on deposit or otherwise Baggage and/or items denied to Transportation.

3. Right to inspect :

For safety and/or security reasons, or at the request of competent authorities, the Passenger may be requested to undergo an examination and/or to submit his Baggage to a control or search, of type scanner, X-ray or other one.

The Baggage check will be made in the presence of the Passenger but if he is not available, it will be proceeded to these controls in his absence.

This inspection aims in particular at determining if the Passenger has on him or in his Baggage any of the forbidden items such as those described in paragraph (1) above or weapons or ammunitions which would not have been presented to the **Air Carrier** according to said paragraph.

If the Passenger does not agree to conform to such request, the Air Carrier may refuse to transport the Passenger and / or its Baggage without having any obligation towards the Passenger.

If any search or control causes a damage to the Baggage, the Air Carrier will not be responsible for such damage, unless caused solely by his fault.

The Passengers authorize any security search of their Baggage made by any governmental, police and military authorities of airports and by the carriers involved in their transport.

4. Checked Baggage

a) Upon delivery of Baggage to the Air Carrier for Check-in within the deadline, the Air Carrier will take care thereof and provide the Passenger with a Baggage identification tag for each Checked Baggage, for the sole purpose of identifying the Checked Baggage.

The Passenger must affix his name on each of his Baggage prior to their acceptance by the Air Carrier.

b) The Air Carrier may refuse any Baggage which he considers reasonably not properly and securely packed, so as to be able to be transported in good conditions, taking into account normal manipulation. Information on suitable packaging may be obtained from the Air Carrier upon request **by** the Passenger.

c) Subject to any applicable regulations, the Passenger should not include in his Checked Baggage fragile or perishable articles, money, jewels, precious metals, securities and values, medicine, computers, various electronic devices, registered data, keys of car or house, passports and other identity cards, and works of art or other precious objects (business paper, manuscripts, notarised acts or samples) etc..

If the Passenger included **d** such items, in case of destruction, loss or damage of the Checked Baggage and/or of the items therein contained, the Air Carrier shall only be liable, within the limits provided by the applicable

Convention and Article XV of these General Conditions of Transport, except in the presence of a Special Declaration of Interest as provided in paragraph 7 of this Article.

d) Checked Baggage will normally be transported in the same aircraft as the Passenger. In the event that this is not possible for operational, security and/or safety reasons, Checked Baggage will be transported to destination on another flight, in which case the Air Carrier will deliver the relevant Baggage to the Passenger, unless applicable laws provide that the Passenger must be present for customs control.

5. Baggage allowance:

Depending on the Rate paid, destination and class of transport, Passengers may benefit from a free Baggage allowance, subject to the conditions and limitations set out in the Air Carrier Regulations. The amount of this free Baggage allowance and the restrictions on the number, size and maximum weight for each Passenger Baggage are shown on the Ticket or, in the case of an Electronic Ticket, in the Itinerary Receipt .

In the event that two or more Passengers, travelling together for a common destination or Voluntary stopover by the same flight, show up together at the same place of Check in and at the same time, they will be granted a total free Baggage allowance equal to the sum of their individual free Baggage allowance.

6- Excess Baggage:

The Passenger shall pay a charge for the transportation of Checked Baggage accepted in excess of the Baggage allowance in accordance with the applicable Rate and the Air Carrier's Regulations in force on the date of the related flight, and which are available upon request from the Air Carrier, its Website or its Authorised agents.

Baggage in excess of the Baggage allowance shall in principle be transported on the same flight as the Passenger if there is space available in the aircraft and subject to the payment of the related charge.

If such Baggage cannot be carried on the same flight as the Passenger, it will be carried on the next flight available.

The excess Baggage must not exceed a maximum weight per Passenger; the information relating thereto shall be available on request from the Air Carrier, its Website or its Authorised agents.

7- Special Declaration of Interest and collection of additional costs:

a) For any Checked Baggage the value of which is superior to the limits of responsibility defined by the Convention in case of loss, destruction, deterioration or delay, the Passenger has the option to proceed with a Special Declaration of Interest limited to a certain amount, upon delivery of the Baggage to the Air Carrier for check in.

Such delivery must be made within the Check-in deadline.

In this case, the Passenger will have to pay all relevant additional costs and may in return, claim in case of loss or damage, to a remedy amounting to the declared value, subject (i) to the applicable provisions of article XV below, and/or (ii) to any limit or restriction provided by the Air Carrier's Regulations and provided that the declared value does not exceed the estimated real value of the concerned item.

The Air Carrier may control the adequacy of the value declared with the real value of the concerned item or Baggage and **may** put a maximum attainable limit on the level of the Special Declaration of Interest.

In case of Damage, the Air Carrier may prove that the value declared by the Passenger was higher than the real interest of the Passenger at delivery.

b) The Air Carrier will refuse Special Declaration of Interest for Checked Baggage, if one of the portions of the air transportation involves another carrier who does not accept this type of declaration.

c) Information concerning Special Declaration of Interest may be obtained upon request with the Air Carrier or his Authorised agents.

8- Unchecked Baggage or « cabin » Baggage:

The Air Carrier may set maximum dimensions for the Unchecked Baggage that the Passenger can take in cabin, and limit their number and weights.

The Baggage which the Passenger takes in cabin must be able to be placed under the seat in front of the Passenger or in a closed storage compartment.

Certain Baggage that the Passenger wishes to keep in cabin may be refused in cabin at any time, before the departure of the flight, for safety or security reasons and/or for operation or configuration of the aircraft, and/or by virtue of any current regulations applicable in any State (of departure, overflying, transit and/or destination) and thus must be embarked as Checked Baggage.

Items defined by the Air Carrier as being **of excessive** weight or size, dangerous for the safety or difficult to store are not accepted in cabin and **may** be embarked as Checked Baggage.

The fragile items and/or **items** that the Passenger does not wish to be transported as Checked Baggage, but the characteristics of which do not correspond to the standards fixed by the Air Carrier to be admitted in cabin, could only be accepted in cabin if (i) the Air Carrier was previously informed before the check-in and (ii) gave its authorisation for admission in cabin and (iii) the Passenger pays the extra charge if any for such service, which details are available with the Air Carrier.

In any case, Baggage and items admitted in cabin remain under the exclusive responsibility of the Passenger, unless a fault of the Air Carrier is established; in such a case, the responsibility of the Air Carrier will be limited to the amount fixed by the applicable Convention as the case may be and/or article XV of the present General Conditions.

9-. Removal and Delivery of Baggage:

a) Subject to paragraph 4(d) of this Article VIII, the Passenger shall withdraw his Baggage as soon as it is made available to him at the place of destination or Voluntary Stop. If the Passenger does not **collect** his Baggage **within three months from the Baggage being made available to him**, the Air Carrier may dispose **of said Baggage without being liable towards the Passenger in any way**.

b) Only the person presenting the Baggage Bulletin and the Baggage Tag issued to the Passenger at the time of Check-in of the Baggage is entitled to withdraw the Baggage, against payment of any amount due in accordance with **the** Contract of Transport.

The Air Carrier is not required to ensure that the person holding the Baggage Bulletin is entitled to the delivery of baggage. The Air Carrier will have no

liability for any loss, damage or expense arising from the absence of such check/control.

If a person claiming a Checked Baggage is unable to produce the Baggage Bulletin and to identify the Baggage using the Baggage Tag intended for identification if any, the Air Carrier will only deliver the Baggage to that person provided he/she proves that the Baggage belongs to them. The Air Carrier may require such a person to provide sufficient guarantee to compensate any losses, damages or expenses incurred by the Air Carrier as a result of such delivery.

c) The acceptance of the Baggage by the holder of the Baggage Bulletin or the Baggage Tag, without written protest on his part at the time of delivery, constitutes a presumption that the Baggage has been delivered in good condition and in accordance with the Contract of Transport.

10. Animals accompanying the Passenger:

The transport (in hold or in cabin) of any animal accompanying the Passenger is subjected to the express and previous agreement of the Air Carrier, requested on the date of Reservation or purchase of the Ticket and at least 48 hours before the Check-in ; in case of agreement, the following conditions are required:

a) Dogs, cats, birds and other pets accepted in transportation in hold, the number of which is limited for each flight and each Passenger, must be suitably placed in a ventilated and slatted box or other container approved by IATA, and accompanied by legal documents such as: sanitary certificates, vaccinations and entrance, transit and destination permits, and/or other according to the requirements of the authorities of departure, arrival or transit.

The Passenger will make sure that his animal is maintained in proper box or luggage adequate to this end when accepted to be carried in cabin, and undertakes not to take it out from such box or luggage , even partially during all the journey.

According to the destinations, the transport of these animals may be subject to conditions in particular of weight or health control, including limitations or

prohibitions, the details of which the Passenger may obtain on request from the Air Carrier.

Similarly, depending on destinations and regulations, certain categories of animals are prohibited from transportation.

Relevant information may be requested from the Air Carrier or its Authorised agents.

b) The weight of accompanied animals, including the weight of the box and the food transported, shall not be included in the Passenger's Baggage allowance but shall be subject to the payment by the Passenger of the charge applicable to excess Baggage.

c) Subject to compliance with the required conditions, which the Passenger may obtain from the Air Carrier, guide dogs accompanying Passengers with disabilities or Reduced Mobility, as well as their container and food during the journey, shall be transported free of charge in addition to the normal Baggage allowance in accordance with the Carrier Regulations available upon request.

d) The admission to transportation of pets and/or guide dogs shall be subject in particular to the condition that the Passenger assumes full and complete responsibility for them.

In particular, and without any limitation, the Air Carrier will assume no responsibility as regard animals transported fraudulently or in a manner not complying with the provisions of this Article and/or in case any documents of exit, entrance, health or other required for the entrance into or the transit through a country or a given territory of the animals would be missing.

The Passenger is solely responsible to take all required measures and actions for any animal refused to the transportation and/or to the exit or to the entrance from or into a State or a territory, including in case the Passenger found himself in the impossibility to travel because of such a refusal of transportation and/or of exit or entrance of his animal. The Passenger travelling with such animals will have to pay off to the Air Carrier any and all fines, expenses, losses, remedies and other amount incurred by the Air Carrier as a consequence of the situation above mentioned.

The Air Carrier will not be responsible for wounds, losses, delays, diseases or death of such animals or guide dogs unless the Damage is solely attributable to his fault proven.

ARTICLE IX : SCHEDULES, DELAYS AND FLIGHT CANCELLATIONS

1. SCHEDULES:

a) Flights and Flight Schedules indicated in the Air Carrier's program or timetables may change after the date of their publication (or their issuance) and have no contractual value.

b) Subject to any modification for reasons beyond the Air Carrier's control, Flight Schedules indicated on the Ticket or on the Passenger's Memorandum of Travel on the date of the Reservation or the purchase of the Ticket form part of the Contract of Transport.

The Passenger shall provide the Air Carrier with contact information so that the Air Carrier or its Authorised agent may let him know about changes if any.

2 – Cancellation, change of Schedule etc... :

The Air Carrier shall endeavour to take all necessary measures to avoid any delay in the transportation of Passengers and their Baggage. In this context and in order to prevent any cancellation of a flight, the Air Carrier may be required to offer the Passenger to travel on board another aircraft or on board a flight operated by another air carrier, or by any other available means of transport.

In the event of cancellation or excessive delay of a flight in relation to the scheduled departure time on the Ticket and provided that the Passenger has a single Contract of Transport within the meaning of the applicable Convention, the Air Carrier shall implement all provisions relating to the assistance and compensation of Passengers according to the applicable law, the information of which shall be accessible on request at the check-in desk or at the boarding gate.

In accordance with applicable law, the Air Carrier may prove that the cancellation or delay is due to extraordinary circumstances that it could not avoid even if reasonable measures were taken.

3- Compensation for denied boarding and/or class downgrading:

If the Air Carrier is unable to assign a **seat** to a Passenger who holds a confirmed Reservation, a valid Ticket and who arrived within the time limit for Check-in, **said Passenger shall be granted a compensation as may be provided for by the applicable law.**

In the event that the Passenger is downgraded from the class for which the Ticket was paid, the Air Carrier shall reimburse the Passenger a percentage of the price paid in accordance with the applicable law.

ARTICLE X : BEHAVIOUR ON BOARD

1- If the behaviour on board of a Passenger, embarrasses, threatens or puts the aircraft, any person or the properties in it in danger, interferes with/prevents any crew member to carry its duties, **or such Passenger** does not submit itself to the instructions and the recommendations of any of the crew members, in particular those concerning the prohibition of smoking and drugs and/or the limitation in the alcohol consumption, the grip of videos and/or photos other than personal, or behaves in a way that may result for the other Passengers or for the crew members in embarrassment in their comfort or in their convenience, or in any damage, the Air Carrier may take all measures reasonably necessary to stop such Passenger behaviour, according to current applicable law.

2- These measures may include measures of constraint and/or of landing of the Passenger in the course of route or in an intermediate Stopover. In **such** case, the Contract of Transport is considered by the Air Carrier as repudiated by **said** Passenger. In case of landing, the Passenger may be refused to transportation for the pursuit of his journey whatever point it is. The landed Passenger may be banned from being transported aboard the aircraft of the Air Carrier for his future journeys.

3-For safety reasons and/or to conform to the requirements of any

competent governmental authority in Morocco or abroad (States of departure, destination, stopover or overflying), the Air Carrier may be led to forbid to the Passengers the transport in cabin and/or the use of any electronic or electric device, including portative radio set, computer games, materials of transmission including telephones, mobile or fixed, games under radio control and posts broadcasting transmitters, computers, tablets, cameras, games consoles as well as of any other electronic material or recording etc. ... However, the devices of deafness and pacemakers do not enter these categories.

4-Non-smoking Flights

All flights of the Air Carrier are non-smoking. Smoking is strictly prohibited on its aircraft.

The Air Carrier may bring action/suit against any Passenger, having behaved reprehensibly on board the aircraft as well as in case of non-compliance with Article VII above, including for remedy of any Damage suffered, in accordance with the laws and regulations.

ARTICLE XI: REFUNDS

1- General:

Some Tickets sold at reduced Rate, are totally or partially not refundable. Any total or partial refund of any unused Ticket will be made in accordance with the Rates conditions of the Air Carrier as well as those applicable in the country in which the purchase of the Ticket was made and/or the refund asked, as the case may be.

Any refund request must be addressed to the Air Carrier or its Authorised agent.

2- Involuntary refunds:

If the Air Carrier cancels a Flight, or causes the Passenger to miss a connecting flight for which the Passenger possessed a Reservation or if the flight does not serve the Voluntary stopover point or scheduled destination point, the Passenger holding a valid Ticket and renouncing to undertaking its journey, may obtain fare refund, the amount of which will be:

- Equal to the Rate paid if no part of the Ticket was used, or
- Equal to the difference between the Rate paid and the actual Rate for the journey between the points for which the Ticket was used, if a part of the Ticket was used.

In case of interruption of a begun Flight further to a Force Majeure case, the Passenger Ticket will not be refunded but the period of validity thereof shall be extended according to the regulations of the Air Carrier, unless the Passenger renounces to undertake his journey.

3- Voluntary refunds:

If a Passenger is entitled to a refund of his valid Ticket for other reasons than those provided under Article XI. 2 herof, the amount of fare refund will be equal to the following:

- The Rate paid, less applicable Service Fees or cancellation charges if no part of the Ticked has been used ;
- The difference between the Rate paid and the Rate applicable to the used segment, less applicable Service Fees or cancellation charges if a part of the Ticket has been used.

4- Recipient of refunds :

a) Subject to the provisions hereinafter set out in this paragraph 4, the Air Carrier shall be entitled to make the refund, either to the person whose name appears on the Ticket or to the person who paid the Ticket or upon presentation by such person of sufficient proof of his or her identity and of payment of payment of the Ticket.

In the event of payment by Banking Card, and if the person who paid the Ticket is different from the person whose name appears on the Ticket, the refund may only be made in the physical presence of the person who paid (holder of the Banking Card), such person must have the Banking Card that was used for the payment.

b) If, at the request of the person who paid the Ticket, other than the person whose name appears on the Ticket, the Air Carrier has indicated on the Ticket at the time of its issuance that there is a restriction on the refund,

the Air Carrier will only make the refund to the person who paid the Ticket or to any person that the latter mandates.

c) Safe in case of loss of the Ticket, the refund of the Ticket may only be made against remittance to the Air Carrier of the Passenger Coupon or the Passenger Receipt as well as all the unused Flight Coupons.

d) Any refund made to a person presenting the Passenger Coupon and all the unused Flight Coupons and appearing as the person entitled to such refund pursuant to sub-paragraphs (a) or (b) above, will be considered as valid refund and the Air Carrier will be released from any responsibility and from any further claim in this respect.

e) Any refund made according to the present paragraph will release the Air Carrier from the obligation to refund and nobody will have the right to claim a new refund.

f) The amount of any refund owed by the Air Carrier for any Ticket or unused part of a Ticket will be fixed in accordance with the Regulations of the Air Carrier, according to paragraphs 2 and 3 of the present article (Involuntary refunds/Voluntary refunds), subject to the regulations applicable in the country in which the purchase of the Ticket was made and/or its refund requested, as the case may be.

g) Refund of lost or stolen Tickets: In the event of the loss or theft of all or part of a Ticket, the refund- resulting in an administration fee payable by the Passenger- shall be made upon satisfactory proof of the loss or theft given by the Passenger, provided that the Ticket or the portion of the Ticket lost or stolen has not been used or previously reimbursed or replaced.

In addition, the person to whom the refund will be made shall undertake, in the forms prescribed by the Air Carrier, to return to the Air Carrier the amount reimbursed in case of fraud, without prejudice to any other action that the Air Carrier may take in accordance with the applicable law.

5- Right to refuse a refund:

- a)** The Air Carrier may refuse a refund if the Passenger applies for such refund after the Ticket validity period expiration;
- b)** The Air Carrier may refuse a refund of a Ticket presented to it or to the authorities of a country, as an evidence of intention to leave the country, unless the Passenger provides sufficient proof of a permission to stay in such country or that he will be leaving said country on another air carrier or on another mean of transportation;
- c)** In case of a stolen, falsified or counterfeit Ticket;
- d)** in a currency other than the currency in which the payment of the Ticket was made, subject to paragraph 6 below;
- e)** a Ticket marked « non refundable » ; and
- f)** a Ticket whose holder has been returned to the point of embarkation after being refused the entry by the authorities of the country of destination or of transit.

6- Currency of refund:

All refunds will be made in accordance with the legal provisions or regulations in force in the country where the Ticket was purchased or in the country where the refund is made. Subject to the foregoing, reimbursements shall be made in the currency of payment of the Ticket or, at the choice of the Air Carrier, if the applicable law does not object, in the currency of the country of the Air Carrier making the refund or of the country where the refund is made or of the country in which the Ticket was purchased. In the event that a refund is accepted by the Air Carrier in a currency other than the currency of payment, such payment will be made at the exchange rates and under the conditions provided by the Air Carrier's Regulations.

7- Persons authorised to refund:

The refund will be made only by the Air Carrier that originally issued the Ticket. In the event of a Ticket issued by an Authorised agent, that agent may make the reimbursement to the Passenger, on behalf of the Air Carrier in accordance with the latter's regulations and with his prior authorisation.

ARTICLE XII: ANCILLARY SERVICES

1- By third parties:

Subject to applicable law, if, in connection with the conclusion of a Contract of Transport, the Air Carrier agrees to enter into agreements with third parties in order to obtain the supply by those third parties of additional services, or if the Air Carrier issues a Ticket or voucher relating to transportation or to services other than air transportation such as hotel or car rental reservations, which are to be provided by a third party, the Air Carrier will only intervene as a proxy and will not be liable to the Passenger for the failure to provide such services unless a fault of the Air Carrier is proven. The general conditions governing the activities of these third parties shall apply.

2- Surface Transport:

In the event that the Air Carrier offers surface transport, such transport is subject to specific transport conditions and liability regime, made available to the Passenger on simple request and the Air Carrier will not be liable for damage that may occur to Passengers and/or their Baggage within this framework.

ARTICLE XIII: ADMINISTRATIVE FORMALITIES

1- General :

- a) The Passenger is solely responsible for obtaining all documents necessary for the Passenger's travel and that of the persons for whom he or she is responsible, as well as the animals that he or she transports with him, including visas and any special permits, in order to comply with all the laws and regulations in force in the countries of departure, of destination or of transit, as well as with the regulations of the Air Carrier and its instructions;
- b) The Air Carrier shall not assume any liability to Passengers who are not in possession of said documents or visas, or would not observe the obligations referred to in (a) above;

- c) The Air Carrier shall not assume any responsibility for the assistance or information given by any of its **agents** or employees to any Passenger with respect to obtaining the necessary documents or complying with such laws or regulations, whether such information is given in writing or otherwise.

2 – Travel documents:

a) The Passenger must submit all entry, exit and transit documents, health and other documents required by the laws and/or regulations in force in the countries concerned by the trip, and will allow the Air Carrier to take a copy if necessary thereof. If requested by a crew member, the Passenger will agree to give his or her passport or equivalent travel document until the end of the flight in exchange of a receipt.

b) The Air Carrier may refuse transportation to any Passenger who has not complied with the laws and regulations in force or whose travel documents do not appear to be valid, in accordance with Article VII (1.) above.

The Air Carrier shall not assume any liability (i) to **a** Passenger to whom it has refused transportation if the Air Carrier has reasonably considered that such refusal is necessary **and/or** (ii) if the Passenger has suffered any financial consequences in particular for failing to comply with the applicable regulations.

3- Refusal of entry:

If a Passenger is refused admission to a territory, he will have to pay all the fees and fines imposed by the concerned local authorities to the Air Carrier, as well as the Rate of his trip and that of the possible police escort if the Air Carrier is required by such local authorities to return the Passenger to his place of origin or elsewhere.

The Air Carrier may **to this end, use** any sums paid to it for **the transportation not carried out and/or all sums, if any,** belonging to the Passenger **that would be held by the Air Carrier.**

The Ticket Rate for transportation to the place where the Passenger was refused entry will not be reimbursed by the Air Carrier.

4- Passenger's liabilities for fines and detention costs:

If the Carrier is required to pay or deposit the amount of a fine or penalty of any kind, or to incur expenses as a result of the voluntary or unintentional non-compliance by the Passenger of the legal provisions and/or regulations of the countries concerned by the trip, or of the failure to submit the required documents, or of the submission of non-compliant documents, the Passenger shall, upon request of the Air Carrier, reimburse the Air Carrier for any amounts so paid or deposited and for any expenses incurred. The Air Carrier may use for such expenses, any sums paid to it for the transportation not carried out and/or any sums belonging to the Passenger that would be held by the Air Carrier.

5- Customs control:

If required, the Passenger must attend the inspection of his Baggage, Checked or unchecked, by customs or any other governmental authority. The Air Carrier shall not assume any liability for loss or damage suffered by the Passenger during such control or as a result of the Passenger's non-compliance with this provision.

6- Security Control:

The Passenger shall submit to all security and/or safety controls, at the request of the official governmental **or airport** authorities, or the Air Carrier or its Authorised agent, or any other air carrier involved in the trip.

7-Transmission of Passenger's data:

Pursuant to Article V (6) hereof, the Passenger authorises the Air Carrier to transmit its personal data and the information concerning its Reservation to local and foreign authorities at their request in accordance with applicable regulations.

ARTICLE XIV: SUCCESSIVE AIR CARRIERS

Air transportation to be carried on by several successive air carriers under one Ticket or under several Tickets jointly issued, is considered for the

purpose of the Convention as a single operation, when the parties thereof have anticipated the transportation as a single operation.

Each air carrier shall be responsible for the transportation performed in its own name.

ARTICLE XV: LIABILITY FOR DAMAGE

1- General considerations:

a) The liability of the Air Carrier shall be determined by the General Conditions of the Contracting Carrier, issuer of the Ticket. If other air carriers are involved in the journey, their liability will be subject to their own general conditions of transport.

The transportation carried out under these General Conditions of Transport is subject to the rules and limitations of liability laid down by the Convention. The liability regime described below shall be applied in accordance with the applicable Convention, as appropriate, and IATA Inter Carriers Agreement as defined in Article 1 of these General Conditions of Transport.

To the extent that the following does not interfere with the other provisions of these General Conditions of Transport and whether or not the Convention is applicable:

- The responsibility of the Air Carrier is limited to the Damage arisen during the air transport for which its Designation Code is mentioned on the Ticket or on the Flight Coupon corresponding to the Flight. The Air Carrier which issues a Ticket or which checks in a Baggage for another air carrier acts only as representative or agent for such carrier. However, as regard Checked Baggage, the Passenger may claim against the first or the last carrier involved in his journey.
- The Air Carrier will have no liability for any Damage resulting from the **compliance** by it **with** any legal or statutory requirements or from the non-observance by the Passenger of the same.

- The liability of the Air Carrier will not exceed the amount of direct and proven Damages. Consequently, the Air Carrier will not be liable for consequential damages or for any kind of damages which are not compensatory.
- The Contract of Transport, including the General Conditions of Transport and all exclusions or limitations of liability which are mentioned here and there will apply and will benefit to the Authorised agents of the Air Carrier, his employees and agents acting in the exercise of their duties, his representatives and to the owner of the aircraft used by the Air Carrier as well as to the agents, employees and representatives of **said** owner. The recoverable global amount on the above-mentioned persons will not exceed the amount of the liability of the Air Carrier.
- **If** a harmful action or omission of the Passenger and/or his legal successors causes a Damage or contributes to its emergence, the liability of the Air Carrier towards them will be either excluded or limited, in accordance with current applicable law.

b) Except as otherwise expressly provided, none of these General Conditions of Transport shall result in **a** waiver of any of the exclusions or limitations of liability of the Air Carrier or the owner of the aircraft used by the Air Carrier, as provided under the Convention or by applicable laws.

2- Provisions applicable to International Flights :

A) Bodily Damages:

I. Air Carrier's liability Scope:

In accordance with Article 17 of the Convention, the Air Carrier shall be liable for any injury in the event of death, or bodily injury suffered by a Passenger upon condition only that the accident that caused the death or injury occurred on board the aircraft or in the course of any embarking or disembarking operation, subject to any waiver of liability.

II. Air Carrier Liability Exemptions:

The Air Carrier shall not be liable for the damage if it proves that:

- the death, wounding or other bodily injury results from the condition of the Passenger's physical or mental health prior to boarding the aircraft;
- the Damage was caused in whole or in part by the negligence or other harmful act or omission of the person seeking relief or of the person from whom he or she is entitled under Article 20 of the Convention;
- the Damage is not due to the negligence, or to another harmful act or omission of the Air Carrier, its agents or servants where the amount of the Damage exceeds 113.100 Special Drawing Rights by Passenger in accordance with Article 21 §2 (a) of the Montreal Convention if applicable;
- the Damage results solely from the negligence, or another harmful act or omission of a third party where the amount of the Damage exceeds 113.100 Special Drawing Rights by Passenger in accordance with Article 21 §2(b) of the Montreal Convention if applicable.

III. Amount of repairable Damage:

The amount of the Air Carrier liability in case of death, of wounding or of any other bodily injury of a Passenger, in the meaning of the paragraph 1 above, is subject to no limitation, but subject to the applicable Convention. The Damage will be indemnified according to the evaluation of the direct Damage of the Passenger by mutual agreement, by expertise or by the competent courts. Within the framework of the present conditions, the Air Carrier will indemnify the Passenger only beyond any amounts collected by the Passenger under any public social insurance body or social security scheme to which it is affiliated, and only for the compensatory Damages.

In the conditions defined by any applicable law, the Air Carrier may, in the event of death or of bodily injury resulting from an air accident, make an advance payment on compensation to the victim or to his(her) beneficiaries entitled to compensation, to allow them facing their immediate financial needs in proportion to the damage suffered. Such advance will not be lower than the equivalent of 16 000 Special drawing rights in the event of death. Subject to the current applicable law, this advance will be paid within 15 days after the identification of the person entitled to compensation has been established. The payment of such advance will not be considered as worth admission of liability, **and** any paid sum will be deducted from the definitive amount of the due compensation. Said sum would be refundable in case it would have been paid to a person who was not entitled to compensation.

VI. The Air Carrier may exercise rights of recourse and of subrogation against any third party.

B) Delay:

I. Characteristics of repairable Damage:

The direct and proven Damage resulting directly from a delay is repairable. The Passenger has to establish the existence of the Damage caused directly by the delay.

II. Extent of the Air Carrier's liability:

The Air Carrier is not liable for the Damage resulting from a delay if it proves that him, his employees or representatives took all reasonable measures to avoid the Damage or that it was impossible to take them. The Air Carrier will not be liable for the Damage caused by a delay if said delay is attributable to the Passenger or if the Passenger contributed to such delay: in other words, if the Damage results totally or partially from the negligence, from a harmful act or omission of the Passenger.

III. Extent of repair:

In case of Damage suffered by Passengers resulting from a delay, the liability of the Air Carrier is limited to 4.694 Special drawing rights by Passenger if the Convention of Montreal is applicable. The amount of the repair will be determined according to the Damage proven by the Passenger. In case of Damage caused by a delay in the delivery of the Checked Baggage, the liability of the Air Carrier is limited to 1131 Special drawing rights by Passenger if the Convention of Montreal is applicable. The Air Carrier may provide the Passenger a lump sum compensation to allow him facing his immediate essential expenses.

C) Baggage:

I. Principle:

Under Article 17 of the Convention, the Air Carrier shall be responsible for Damage in the event of destruction of, loss of or damage to Checked Baggage only when the event that caused the Damage occurred on board the aircraft or during any period during which the Air Carrier was in charge of the Checked Baggage.

II. Air Carrier Liability Exemption:

The Air Carrier shall not be liable for Damage to the Baggage of a Passenger where such Damage results from the nature or **inherent defect** of such Baggage and/or where the Passenger has contributed **thereto** in whole or in part by his negligence, act or omission.

Any Passenger, whose property contained in his Baggage is the cause of injury to another person or to the Air Carrier, shall indemnify the Air Carrier for losses suffered and for expenses incurred as a result **therefrom**.

III. Amount of repairable Damage:

For Checked Baggage, and except in case of act or omission done with the intention of causing injury or recklessness and with the knowledge that damage may result, the liability of the Air Carrier for proven damage shall be limited to 1131 Special Drawing Rights if the Montreal Convention is applicable. If in accordance with the conditions laid down in Article VIII-7, the Passenger has made a Special Declaration of Interest while checking its Baggage and has paid the corresponding additional costs, the liability of the Air Carrier shall be limited to the amount of the value declared unless the Air Carrier proves that such value is higher than the actual interest of the Passenger at delivery.

For Unchecked Baggage admitted on board, the liability of the Air Carrier may only be sought by the Passenger or engaged if the Passenger proves the fault of the Air Carrier. In such case, the Air Carrier liability will be limited to 1131 Special Drawing Rights if the Montreal Convention is applicable.

D) Applicable law:

In all cases where the Montreal Convention is not applicable, the applicable law shall be applied.

Where the Warsaw Convention system applies, the applicable liability limits shall be as follows:

1. 16,600 Special Drawing Rights in the event of death or bodily injury if the Hague Protocol to the Convention is applicable, or 8,300 Special Drawing Rights if only the Convention is applicable;

2. 17 Special Drawing Rights per Kilogram for Loss or Deterioration or Delay in Delivery of Checked Baggage, and 332 Special Drawing Rights for Unchecked Baggage;

3. The Air Carrier may also be liable for Damages resulting from delay.

Additional information may be obtained from the Air Carrier on the liability limits applicable to any air transportation.

3- Provisions applicable to domestic Flights :

a) For domestic flights within Moroccan territory, the regime applicable to the liability of the Air Carrier for Damage is that described for international Flights above, by application of the Moroccan law no. 40.13 of 24 May 2016 consisting in the Code of Civil Aviation.

b) For domestic flights in a State other than Morocco, the regime applicable to the liability of the Air Carrier for Damage depends on the law or regulation of the State concerned.

4- Deadlines for protestation and Damages actions:

a) Baggage protest notification:

The reception of Checked Baggage without protest by the Passenger within the deadlines constitutes assumption that the Baggage has been delivered in good condition and in accordance with the Contract of Transport, , unless the Passenger proves otherwise.

Any missing Checked Baggage must be necessarily complained to the Air Carrier upon arrival of the Flight.

Any declaration of loss of Checked Baggage made later will not be taken into account.

In case of damage caused to Checked Baggage (destruction, damages) and according to the applicable Convention, a written protest must be formulated with the Air Carrier as soon as possible and, at the latest, within seven (7) days from the reception of Baggage by the Passenger.

In case of delay, the deadline for complaint is extended to twenty one (21) days at the latest of the Checked Baggage being made available to the Passenger.

From reception of the protest, the Air Carrier will establish a "report of damage or of loss" matched with reserves if any.

In case no agreement is reached between the Air Carrier and the Passenger, the Passenger may bring an action with the competent court within the deadline of two (2) years from the date of arrival of the aircraft at the place of destination or from the date on which the aircraft ought to have arrived.

b) Liability action for Passengers:

Any liability action against the Air Carrier shall be brought within two (2) years of arrival at the place of destination or of the date on which the aircraft ought to have arrived, otherwise any such action shall foreclose.

The method for calculating the deadline shall be determined pursuant to the Law of the concerned court.

c) All claims referred to above shall be made in writing within the specified deadlines.

ARTICLE XVI: AMENDMENTS AND DELETIONS

No agent, employee or representative of the Air Carrier shall be authorised to modify, delete or waive any of the provisions of these General Conditions of Transport.

ARTICLE XVII: OTHER CONDITIONS

The transportation of Passengers and their Baggage is also carried out in accordance with other regulations and conditions applicable or adopted by the Air Transport. These regulations and conditions are periodically modified and important; **they concern among other things:** the transport of unaccompanied children, pregnant women and sick Passengers.

The relevant information are available at the Air Carrier and may be obtained on request.

ARTICLE XVIII: COMPETENT LAW

The present General Conditions of Transport and any Contract of Transport are governed by Moroccan law in particular as regard their interpretation and execution.