flynas TERMS AND CONDITIONS OF CARRIAGE

flynas Terms and Conditions of Carriage are correct at the time of publication, however flynas reserves the right to revise any part of these Terms and Conditions of Carriage without notice.

By accessing, browsing and using our website and/or by completing a Booking you acknowledge to have read, understood and agreed to our Terms and Conditions of Carriage and flynas Regulations.

TERMS AND CONDITIONS OF CARRIAGE

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ARTICLE 1 Definitions

We, us, our and ourselves means flynas. Our address is P.O Box 305161 Riyadh 11361, Kingdom of Saudi Arabia

You, your and yourself means any person(s) in whose interest the Booking is made and who is/are to be carried or is/are carried on an aircraft, except members of the crew. (See also the
definition for Booking and for Customer)

Additional Fees/charges refers to the additional charges arising from services requested by you from us

Airline Designator Code means the two or three letters or the letter and number which identify each particular air carrier

Authorized Agent means an agent who has been appointed to represent us in the sale or delivery of air transportation on our services

Baggage means your personal property accompanying you on your flight, which unless otherwise specified, consists of your Cabin and Hold Baggage

Baggage Receipt means the receipt given to you by us or our Authorized Agent at the check-in desk which relates to the carriage of your Hold Baggage

Baggage Identification Tag – means the label issued solely for identification of Hold Baggage, which is normally attached to the Hold Baggage during travel

Booking means the flight booking you have made with us, which entitles you to travel between the Point of Origin and Point of Destination as detailed on your Itinerary, when you have confirmed your Booking; i.e. once the Tariff due for all Customers in the Booking has been paid in full.

Booking Reference means the unique reference we assign to you to identify the Booking you have made and which has been confirmed by us

Business Day means a day (other than a Friday or a Saturday) on which banks in the Kingdom of Saudi Arabia are ordinarily open for business.

Cabin Baggage means baggage and any personal items you carry onboard which is not Hold Baggage

Carrier means the carrier that provides transport and services to the Customer which are the subject of the Booking

Carrier's Regulations – are the rules, other than these Terms and Conditions of Carriage, published by us and in force on the date of Booking and which govern the carriage of Customers and/or Baggage and shall include applicable Tariffs in force; these are available on our Website and at our offices upon request

Check-in Deadline refers to the time limit we have set by which you must have completed the check-in formalities and received your boarding pass

Codeshare – is an aviation business arrangement where two or more airlines share the same flight. Hence, each airline publishes and markets the flight under its own airline designator and flight number as part of its published timetable or schedule. Conditions **of Carriage** means these General Terms and Conditions of Carriage for Customers and Baggage

Conditions of Contract means those statements contained in or delivered with your Booking and/or Itinerary, identified as such and which incorporate by reference, these Conditions of Carriage and Notices

Connecting Flight – flynas may offer two (2) or more flight sectors for sale as a scheduled connection

Connecting Customer refers to Customers who book a Connecting Flight

Connection Time refers to the time lapse between your arrival and departure times of your Connecting Flights at the Point of Transit

Convention – means whichever is applicable of the following Conventions - The Convention for the
Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention)

- The Warsaw Convention as amended at The Hague on 28 September 1955
- The Warsaw Convention as amended by Additional Protocol No. I of Montreal (1975)
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975)
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975)
- The Guadalajara Supplementary Convention (1961)
- The Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal 28 May 1999

Credit Shell refers to an amount held by us which can be used as full or part payment for future Bookings, and which remains valid for a period of twelve (12) Calendar months from the date the Credit Shell was issued. Credit shell to only apply on direct bookings made on flynas.com or through flynas Call Centre.

Customer means any person holding a valid Booking issued by us whether carried, or in the process of being carried, on an aircraft, except members of the crew. (See also the definition for you, your)

Damage – this includes death of, wounding of, or other bodily injury to a Customer. It also includes loss, partial loss of limbs/or bodily function, as well as any theft of, or other damage to Baggage arising out of, or in connection with carriage or other services incidental thereto performed by us

Days – means calendar days including all seven (7) days of the week.

Events Beyond Our Control – are unusual and unforeseeable circumstances which we cannot control and the consequences of which we could not have avoided even if we had taken all due care. Including, but not limited to Force Majeure events. What falls within such definition shall be defined by us and only up to our discretion

Excess Baggage – is any additional Baggage which you present for carriage which exceeds the Cabin and/or Hold Baggage allowance permitted under the Fare Type purchased

Fare – is the amount you pay for your seat on our flight(s), this will exclude Taxes and applicable Fees/Charges arising at the time of making your Booking.

Fare Rules –refers to the additional Regulations and Terms and Conditions attached to the Fare Type purchased.

Fare Type –refers to the type of Fare purchased which determines the change and cancellation rules, charges and Hold Baggage Allowance to be applied to your Booking.

Fetch - means "**PASTE":** Fetch is the retrieval of data by a software program, script, or hardware device. After being retrieved, the data is moved to an alternate location or displayed on a screen.

Force Majeure - means events beyond the reasonable control of a party including, without limitation, strikes, lock-outs, labor disputes, act of nature, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, accident, breakdown of plant or machinery, fire, flood, storm or the like events.

Hold Baggage refers to check-in baggage which we have taken into our custody and for which we have issued a Baggage Identification Tag or a Baggage Receipt or both and which normally travels in the hold of the aircraft.

Involuntary Fare Refund means a refund of the Fare or Tariff for your Booking according to our Terms and Conditions of Carriage.

Itinerary means a document or documents we, or our Authorized Agent(s) issue whether on paper, by fax, by e-mail, or other means to Customers with a Booking. It stipulates the Customer's name, Flight Information, Booking Reference, receipt for the Tariff paid, Fare Rules and Important Reminders.

No Show – means when you fail to show up for your confirmed flight either at Check in or at the boarding gate.

Point of Origin – means the airport in which your journey as detailed in your Booking will commence

Point of Destination – means the airport in which your journey, as detailed in your Booking, will conclude

Point to Point – means the airline is only responsible for your carriage between your point of origin and your destination

Screen scrapping – means copying: unauthorized collection of data from one website or application to then translate it to another.
SDR – is a Special Drawing Right as defined by the International Monetary Fund

Significant Change – where applied to the scheduled time of departure means a change of more than twelve (12) hours

Tariff means the total amount payable by a Passenger for a Booking, which will include the published Fare, Taxes, Fees and Charges, and any Additional Fees.

Taxes, Fees and Charges – are additional costs imposed on us by Government and/or other authorities, including the operator of an airport which we are obliged to collect from you or pay on your behalf and in respect of your flight

Validity Period refers to the period for which your Booking is valid

Voluntary Fare Refund is a refund of the Fare or Tariff for your Booking when permitted

Vouchers refers to unique voucher references which may from time to time be offered to Customers and used as a payment method for a Booking under the terms and conditions issued with the Voucher.

Website refers to flynas's website www.flynas.com

Weight Limit for Baggage – is determined by the Fare Type purchased when making your Booking and is specified in our flynas Regulations, subject to change without notice

ARTICLE 2 Applicability

2.1 General

Except as provided in paragraphs 2.2, 2.3, 2.4 and 2.5 these Terms and Conditions of Carriage apply to all flights we operate and any liability we may have in relation to that carriage by air. The Terms and Conditions contained within any Itinerary and Receipt shall form part of these Conditions of Carriage.

2.2 Charters

If carriage is performed pursuant to a Charter Agreement, these Terms and Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the Charter Agreement or the Itinerary.

2.3 Code Shares

If carriage is performed pursuant to a Code Share Agreement, these Terms and Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the Code Share Agreement or the Itinerary.

2.4 Overriding Law

These Terms and Conditions of Carriage are applicable unless they are inconsistent with any Tariffs or laws which apply to this Contract of Carriage in which event such Tariffs or laws shall apply.

2.5 Conditions Prevail over Regulations

Except as provided in these Terms and Conditions of Carriage, in the event of inconsistency between these Terms and Conditions of Carriage and Our Regulations, these Terms and Conditions of Carriage will apply.

2.6 Validity of Conditions:

If any of the Terms and Conditions of Carriage shall be proven invalid, all the other Terms and Conditions shall remain valid.

ARTICLE 3 Fares

3.1 Fare Rules

Fares apply only to air transportation from the point of origin to the point of destination, unless otherwise specified. They do not include taxes, fees, charges, or ground transportation between airports or between airports and city terminals.

Fares are calculated based on the applicable tariff in effect at the time of booking and apply only to the specific flights and travel dates agreed upon at the time of booking, whether made directly with flynas or through an authorized agent.

Fares are subject to change and are affected by the booking date and seat availability. flynas reserves the right to modify fares at any time without prior notice.

Depending on the selected fare type, changes to your booking may result in a fare difference and/or additional fees, in accordance with the fare rules outlined in flynas regulations.

3.2 Fare Types

We have several Fare Types available through our public sales channels, subject to availability and conditions, details of such are available in flynas Regulations.

3.3 Infant Fares

Flynas offers Infant fares for children aged from eight (8) days to under two (2) years. Date of birth must be provided at time of booking which will be verified upon check-in, failing which the fare difference will be charged accordingly. Infant Fares vary depending on the sector booked and can be found in flynas Regulations. Infant fares exclude airport tax and insurance surcharge (if any). For further information on the definition and requirements of infants, please refer to Article 10.3

3.4 Child Fares

flynas offers child fares for all children age from two (2) to eleven (11) years old (inclusive) at time of travelling. Child Fare is applicable for all domestic and international flights within the flynas network. Booking of a child fare is available on all flynas sales channels including flynas.com, flynas call centre & retail outlets and local travel agents. Child Fares are only available if the Child is travelling with an adult and both must purchase the same Fare Type.

Date of birth must be provided at time of booking, which shall be verified (passport, identification card or birth certificate) upon check in, failing which fare difference will be charged accordingly.
flynas standard Terms and Conditions of Carriage apply

ARTICLE 4 Taxes, Fees and Charges

4.1 Taxes, Fees and Charges imposed by Governments, authorities, airports

You must pay any Taxes, Fees and Charges imposed by Government and/or other authorities, including the operator of an airport for which we are obliged to collect from you or pay on your behalf and in respect of your flight. When you purchase your Booking, we may inform you about any Taxes, Fees and Charges not included in the Fare and these will normally be shown separately on the Itinerary. Taxes, Fees and Charges change constantly and can be imposed or altered after the date we have confirmed your Booking and we shall claim the same from you. Similarly, if any Taxes, Fees or Charges you pay to us when we confirm your Booking are then abolished or reduced, you will be entitled to claim a refund from us for the difference you have paid. If you do not use your Booking, you will be entitled to claim a refund of any Taxes, Fees and Charges which you have paid, less a service charge, which may be equivalent to the Fare paid, at our discretion.

4.2 Additional Fees and Charges

We reserve the right to charge a reasonable Administrative Fee deemed necessary by the airline and/or Administration Charge for any additional services, not included in the price of the Fare, including but not limited to requests for duplicate receipts, costs to cover some methods of payment, costs to cover some methods of Booking and Booking confirmation, costs to cover the administration of changing the date and/or

time within, or canceling a Booking and storing the amount in a credit shell for your use at a later date. All

such Additional amounts will be advised to you at the time of Booking and are subject to change. Please refer to flynas Regulations for full details.

ARTICLE 5 Currency, Method and Time limits for Payment

5.1 Currency of Payment

Our standard currency is Saudi Riyals (SAR), but you may choose to pay the Fare and any Taxes, Fees and Charges for bookings made via flynas.com website in Saudi Riyals, US Dollars or Euros.

5.2 Method of Payment

Payment methods will vary depending on the country and channel through which you make your Booking. You may pay via our Website or through our flynas Call Centre by SADAD, Voucher or credit card. Restrictions may apply at the time of booking for some countries, currencies and booking channels. Additional Fees may be applied for each of the payment methods at our discretion. For Bookings made using a credit card, please see our Check-in Process for identification and security measures specified in Article 12.3.

5.3 Time Limits for Payment

Fares plus all Taxes, Fees and other charges must be paid in full before a Booking is confirmed. If at the time of making the Booking, such sums have not been paid in full or your credit card is declined we shall have the right to cancel the Booking at any time without the least liability and without need to inform you.

ARTICLE 6 Bookings, Flight Schedule, Connecting Flights

6.1 Bookings

6.1.1 General

The Booking, these Terms and Conditions of Carriage and flynas Regulations (including applicable Tariffs) together constitute the terms and conditions of the Contract of Carriage between you and us. These Terms and Conditions of Carriage and flynas Regulations are accessible in full on our Website. We will only provide carriage to the Customer(s) named in the Booking for the date and flight specified and paid for in the Booking. You will be required to produce positive photographic identification identifying you as the Customer named on the Booking along with valid travel documentation in the form of passport and any visa or other documentation required to satisfy the relevant authorities for the journey you are undertaking and Carriage is subject to our Terms and Conditions of Carriage and local laws.

6.1.2 Validity

Unless it is stated differently on the Booking, in these Terms and Conditions of Carriage, or in any Tariffs which apply, a Booking is valid one (1) year from the date of issue. If before or after beginning your journey any of the Customers detailed on the Booking falls ill or dies, and you have supplied us with a copy of the medical and/or death certificate, we may agree to change your Booking. An Administration Fee will be applied, unless waived at our discretion. All our Fares are non-refundable and some of our Fare Types cannot be changed or cancelled. We would strongly recommend that you choose the Fare that best suits you and that you ensure you have an appropriate level of insurance to cover instances where you are unable to use your Booking.

6.1.3 Booking Confirmation

We will record your Booking in our computer system. In the case of a Booking made via our Call Centre we, or our Authorized Agents will issue you with your Booking Reference verbally and if requested will send you an Itinerary by email and/or SMS. In the case of Bookings through our Website, the Booking Reference will be displayed along with the flight confirmation details on the screen upon completion of the Booking, if you have entered a valid email address you will also be issued with an Itinerary and Important Reminders. Your Booking is confirmed when we receive payment in full and you receive a Booking Reference.

As we are a ticket less airline, you should print a copy of your confirmed Booking for your records as you will be required to quote the Booking Reference at the time of check-in. When making a Booking, you must provide your contact details including mobile number and email address so that we are able, should the need arise, to inform you of the status of your Booking and flight details.

6.2 Flight Schedule

Flight schedules and routes are correct at the time of publication. flynas reserves the right to revise any part of the Terms and Conditions, Fares and flight schedules without notice. flynas will make all reasonable efforts to provide you the mode of transport or services in the Booking. In certain circumstances beyond its control, flynas may, without notice, substitute other means of transport or service and flynas will not be liable for any losses which you may incur as a result of any such substitution. In addition you acknowledge that flynas operates a number of different aircraft types with unique equipment, interior layout and service offerings and flynas cannot guarantee that you will travel on a particular aircraft type or be able to utilize all the in-flight services shown on flynas's Website.

You acknowledge that flynas may need to adjust or delay and reschedule flights or services due to landing restrictions, airport loading restrictions, unsuitable weather conditions, technical problems, operational reasons, or any event beyond flynas's reasonable control and scheduled flight times or destinations are not guaranteed. To the extent permitted by applicable laws, flynas will in no circumstances be liable for any consequential losses which you may incur as a result of any such delayed or rescheduled flight or service.

If you are landed at a destination other than that specified in the Booking, flynas will make all reasonable efforts to transport you to the specified destination but undertakes no obligation to you as to time or means of transport.

6.3 Connecting Flights

flynas may offer two or more flight sectors for sale as a scheduled connection ("Connecting Flight"). Any Bookings made in respect to the Connecting Flight shall be required to be booked in advance and two or more sectors shall be confirmed in the same Booking Reference and will be identified as Connecting Flights.

flynas does not provide any guarantee that any two or more single flight sectors, which are not offered for sale as Connecting Flights, will connect, even though you may book such single sector flights with the intention of these sectors connecting. Subject to the provisions of these Terms and Conditions of Carriage and any applicable laws, flynas is not liable in any way for or in connection with any loss which you may incur as a result of such single sector flights failing to connect.

It is your responsibility to comply with local Custom, Immigration (including Hajj and Umrah restrictions) and Quarantine regulations, in the Point of Transit as well as the Point of Destination. Please refer to our Website for more information on Domestic and International connection procedures.

Other than for Connecting Flights or Code Share flights, in no circumstances does flynas offer, provide or guarantee connections between the flights it offers and the flights of another carrier or any other form of transport, and subject to the provisions of these Terms and Conditions of Carriage and any applicable laws, flynas is not liable in any way for or in connection with any loss which you may incur as a result of any such flight failing to connect with the flight of another carrier or another form of transport.

6.3.1 Connecting Flights on Outbound Journey (Domestic KSA flight to International Connecting Flight)

In cases where Customers undertake to travel on a Connecting Flight, at the time of Check-in, the Hold Baggage of such Customers will be checked through to Point of Destination.

The Customer will be provided with two (2) boarding cards, i.e. one for the flight taken from the Point of Origin to the Point of Transit and the other for the Point of Transit to the Point of Destination.

Upon arrival at the Point of Transit, Customers must proceed through the domestic arrivals area and go to the international terminal to pass through the required immigration formalities.

Whilst two boarding cards are issued at the Point of Origin and the Customer will not be required to Check-In for their Connecting Flight, standard Terms and Conditions will apply with regards to attendance at the Boarding Gate (see Clause 13 for further details).

Customers are to take note of the different arrival and departure terminals for domestic and international flights at Riyadh airport. All flynas domestic flights arrive/depart at Terminal 3 and all international arrive/depart at Terminal 2 of King Khalid International Airport, Riyadh.

6.3.2 Connecting Flights on Inbound Journey (International flight to Domestic Connecting Flight)

In accordance with the Customs regulations of Saudi Arabia, all international arriving Customers must clear customs, immigration and quarantine formalities, together with their Hold and Cabin Baggage, at their first point of entry to Saudi Arabia.

As such, all Hold Baggage for Connecting Flights on inbound international sectors to Saudi Arabia will not be checked through to Point of Destination from the Point of Origin. Customers are required to proceed through the immigration hall on arrival in Saudi Arabia and collect their Hold Baggage before proceeding to the domestic terminal to check-in for their Connecting Flight to their final destination.

Customers are to take note of the different arrival and departure terminals for domestic and international flights at Riyadh airport. All flynas domestic flights arrive/depart at Terminal 3 and all international arrive/depart at Terminal 2 of King Khalid International Airport, Riyadh.

flynas are unable to issue two boarding cards for inbound Connecting Flights to Saudi Arabia, therefore Customers are required to Check-In for their domestic Connecting Flight before proceeding to the Boarding Gate. Customers on Connecting Flights are permitted to check-in for their domestic flight up to twelve (12) hours prior to the schedule departure time. Standard Terms and Conditions will apply with regards to attendance at the Boarding Gate (see Clause 13 for further details).

6.3.3 Connecting Flight Delays or Cancellations

Should a delay or cancellation of a sector operated as part of a Connecting Flight occur, the following shall apply;

a) If a delay or cancellation of the Connecting Sector occurs at the Point of Origin, which leads to the possibility of a missed connection at the Point of Transit, the Customer shall have the right to choose a refund through Credit Shell for future travel on flynas, valid for one (1) year, or to re-book on the next available flight, subject to availability, at no additional cost to the Customer.

b) If a cancellation of the Connecting Flight occurs at the Point of Transit, flynas will, at its discretion, and subject to availability, offer the Customer the option to travel on another date, or on an alternative carrier. Standard Terms and Conditions as set out in Article 16 of these Terms and Conditions will be applied.

Once an option is selected and agreed by the Customer flynas will have no further liability in any way whatsoever, save as set out in these Terms and Conditions.

6.3.4 Connecting Flights for Customers travelling on a Final Exit Visa

We will permit Customers who are travelling on a final exit visa to book Connecting Flights subject to the following:

a) Male Customers holding a final exit visa departing from Saudi Arabia on a Connecting Flight will travel as normal, however, it is the sole responsibility of the respective sponsor to ensure their departure from Saudi Arabia.

b) Female Customers holding a final exit visa departing from Saudi Arabia will have their passports and any other travel documentation handed to the flynas crew on their first domestic sector. On arrival at the Point of Transit, these passports will be given to the flynas staff who may escort these Female Customers to the immigration area in the international departure terminal.

Under no circumstances shall flynas be responsible for any Customer travelling on a final exit visa who missed their Connecting Flight to their final destination. This is the sole responsibility of the respective sponsor

ARTICLE 7 Hajj and Umrah Bookings

7.1 Hajj Travel and Visa Restrictions

As specified by the Government of The Kingdom of Saudi Arabia, travelers with Hajj or Umrah visas must disembark in Jeddah or Madinah only.

During the Hajj period, Muslim travelers with Visit visa/Umrah visa will not be allowed to enter Jeddah or Madinah. The last day for the arrival of the Hajj Pilgrims by Air Transport and the commencement of the departure phase is also specified by the Government.

You are required to comply with all customs, immigration, visa and health certification, please read Articles 12 and 18. For more information on the visa restrictions and effective dates, please contact your local Saudi Embassy or Consular office.

7.2 Baggage Policy for Hajj

A maximum of two (2) pieces per Hajji will be permitted as Hold baggage. The maximum weight of each Hold bag is 32 kg, however if this takes you over your Hold Baggage allowance specified by your Fare Type, you shall be required to pay Excess Baggage charges. Please read through flynas Regulations for details on Hold Baggage allowance and Excess Baggage charges and conditions listed in Article 9.5.

7.3 Zam Zam Water

A maximum of 5 litres of Zam Zam water per Customer is permitted, if this takes you over your Hold Baggage allowance specified by your Fare Type, you shall be required to pay Excess Baggage charges. Zam Zam water should be safe wrapped and sealed properly to avoid any leakage.

7.4 Hajj Check In

All Hajjis must arrive for check in 6 hours prior to their scheduled flight departure.

ARTICLE 8 Booking - Grace Period, Changes, Cancellation and Credit Shell

8.1 Grace Period for Bookings

Only direct bookings made via flynas.com website and the Call Centre benefit from a Grace Period for a limited time upon payment confirmation, subject to conditions specified in flynas Regulations. During the Grace Period, you may change your Booking subject to flight availability without penalty. Any service charge payable to process your original and new Bookings and any Fare difference when rebooking will be charged accordingly.

8.2 Changes, Cancellations

The Fare you have paid is valid only for the named Customer(s), from the Point(s) of Origin to the Point of Destination(s) and on the date(s) and flight(s) reflected by the Booking(s).

Your Booking is non refundable however, your options regarding changing and/or cancelling your booking will depend on the Fare Type purchased and applicable Fare Rules. You must call us to cancel or change your booking at least 12 hours prior to the scheduled flight departure time. Changes, if acceptable to us, are authorized to be made only by the Customer(s) named in the Booking(s) and/or the person(s) who made the original Booking(s).

Any applicable Change and/or Cancellation Fees and any due additional Fare, in accordance with our Regulations and Tariffs will be calculated and communicated to you with the option of accepting the new charges or maintaining your original Booking(s). If the rebooked Fare is less than the original Booking, the difference in Fare will not be refunded nor held in any type of credit. Detailed flynas Regulations relating to Fares and Changes and/or Cancellations to Bookings are available on our Website. Nothing herein shall be construed as an undertaking or even a promise from our end to accept request(s) of change(s) to Booking(s) nor shall our inability to do so be valid grounds for requesting refund(s).

8.3 Using your Credit Shell

The available credit balance is valid only for direct bookings made through flynas.com or the Flynas Call Center. Your credit balance is valid for twelve (12) months from the date of your flight cancellation. It can be used as full or partial payment for a new booking on Flynas flights only and may be applied toward any portion of the applicable fare.

For customers wishing to use their credit balance via the Call Center, please contact us at least 24 hours prior to the new flight’s departure, subject to seat availability. The Flynas Call Center agent will ask security

questions to verify your identity and confirm the payment method. Please note that this type of booking cannot be completed at the airport or through authorized sales offices.

The credit balance may be used for bookings made in the name of the original customer (the credit holder) or one of their immediate family members, such as parents, children, spouse, brothers, or sisters.

Please be aware that the remaining amount of the ticket value must be paid in full when using the balance. If the payment process cannot be completed, the booking will be canceled before the flight departure, and the value of the used balance will not be refunded, in accordance with the terms and conditions.

For more information, please contact our Call Center at 920001234

ARTICLE 9 Baggage

9.1 Baggage Allowance

You must not include in your Baggage, items which do not constitute Baggage as defined in the ICAO and IATA regulations, the Convention, Government rules and regulations and terms listed in Article 9.7. 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.14, 9.15, 9.16 without limitation and that are deemed as unacceptable for carriage.

You may carry some of your Baggage free of charge and this is termed as your Baggage Allowance, your Baggage Allowance is subject to the conditions and limitations contained in flynas Regulations and these Terms and Conditions of Carriage.

9.2 Cabin Baggage

We have set a maximum dimension of 56cm H, 36cm W, 23cm D and weight of 7 kg for your Cabin Baggage Allowance. This must fit in an enclosed storage compartment in the cabin of the aircraft. If your Cabin Baggage exceeds the maximum dimensions or weights or does not fit under the seat in front of you or in an enclosed storage compartment or if we decide it is not safe, you must check it in as Hold Baggage and should this take you over your Baggage Allowance you shall be required to pay Excess Baggage charges. Please refer to flynas Regulations for further details.

Items listed in Article 9, without limitation, and that are deemed as unacceptable for carriage in Cabin Baggage must be removed and packed securely in your Hold Baggage.

9.3 Hold Baggage

On all flynas routes except Cairo, flynas Economy Class Customers may check-in 1 bag with maximum dimensions of 75cm H, 50cm W, 33cm D and a maximum weight of 20kg. An additional bag can be purchased online prior to travel or at the departure. For flights to and from Cairo, Economy Class customers may check in 1 bag weighing a maximum of 30kg each.

The maximum weight for each Hold Baggage is thirty two (32) kg however if this takes you over your Hold Baggage Allowance specified by your Fare Type, and if we decide to accept your Excess Baggage, you shall be required to pay Excess Baggage charges. Please note when purchasing excess luggage that international safety standards restrict flynas from accepting any single item of Hold Baggage over 32kg in weight.

On all flynas routes, flynas Business Class Customers may check-in 2 bags with maximum dimensions of 75cm H, 50cm W, 33cm D and a total weight of 50kg. An additional bag can be purchased online prior to travel or at the departure. The maximum weight for each Hold Baggage is thirty two (32) kg however if this takes you over your Hold Baggage Allowance specified by your Fare Type, and if we decide to accept your Excess Baggage, you shall be required to pay Excess Baggage charges.

Hold Baggage is accepted at check in on the specified day of travel upon presenting a valid Booking and must bear your name or other personal identification securely affixed to it. When you check in your Hold Baggage, you will be given a Baggage Identification Tag for each piece.

We will carry your Hold Baggage, whenever possible, on the same aircraft with you, unless we decide for safety, security or operational reasons to transport the same by other means. If we accept your Hold Baggage but do not carry your Hold Baggage on the same aircraft with you, we will exert our best efforts to make it available to you for collection at the destination airport at a later shortest reasonable time.

Items specified in Article 9, without limitation, and that are deemed as unacceptable for carriage must not be included in your Hold Baggage. Unaccompanied baggage is not accepted on flynas.

9.4 Collection and Delivery of Hold Baggage

9.4.1 You must collect your Hold Baggage as soon as we have made it available at your place of destination. If you do not collect it within a reasonable time, we may charge you a storage fee. If you do not claim your Hold Baggage within three (3) months from the date we make it available, we may dispose of same without any or the least liability on us.

9.4.2 Only the person with the Baggage Identification Tag or the Baggage Receipt, if one has been issued, is entitled to request and obtain delivery of the Hold Baggage.

9.4.3 If a person claiming a piece of Hold Baggage cannot produce the Baggage Identification Tag or the Baggage Receipt, if one has been issued, we will deliver the Baggage to such person only on condition that they can establish to our satisfaction that the Baggage is theirs and if required by us, such person shall provide us with adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.

9.4.4 If the person with a Baggage Receipt or a Baggage Identification Tag receives Hold Baggage without complaint, this will be sufficient evidence that the Hold Baggage has been delivered in good condition and according to the Contract of Carriage, unless you prove otherwise.

9.5 Excess Baggage

The acceptance and carriage of Excess Baggage shall be up to our sole discretion and cannot be guaranteed, as detailed in Article 9.3.

You will be required to pay a charge for the carriage of Excess Baggage over your Baggage Allowance. You may choose to pay for Excess Baggage at Check-in or pre-book and pay for your Excess Baggage at least twelve (12) hours prior to your flight departure. Book and Pre-pay Excess Baggage may be purchased at a discounted rate, subject to availability through all flynas sales channels. Pre-payment of Excess Baggage charges does not guarantee carriage.

All your Baggage must be weighed and tagged to your Point of Destination at check-in. Should you have Excess Baggage, any difference in weight at check-in when compared to the Excess Baggage charge pre- paid by you will be charged at Check-in counter rates. Should flynas cancel a flight, you will

receive a Credit Shell for the amount paid by you for pre-paid Excess Baggage, without penalty.

For bookings, Changes or Cancellations to purchasing and Pre-Paying for Excess Baggage can be made via our Website or through our Call Centre up to twelve (12) hours prior to departure, service fees may apply. Should flynas cancel a flight, you will receive a Credit Shell for the amount paid by you for Book and Pre-Pay excess baggage, without penalty.

Details of the applicable Excess Baggage charges at Check-in and Book and Pre-Pay Excess Baggage option are available in flynas Regulations.

9.6 Right to Refuse Baggage

We retain the right to refuse to carry as Baggage such unacceptable items described in Article 9 in addition to the right to jettison and produce them as evidence in proceedings or inquiries any such items upon discovery without any or the least liability.

We retain the right to refuse to carry as Baggage any item due to its size, shape, weight, nature or character. We retain the right to refuse to accept Baggage for carriage if we reasonably believe that it is not properly and securely packed in suitable containers to ensure safe carriage with ordinary handling care.

9.7 Right to Search Baggage

For reasons of safety and security we will search and screen you and search, screen or x-ray your Baggage. We will always endeavor to search, screen or x-ray your Baggage in your presence. However, if you are not present, we retain the right to search your Baggage in your absence. If you do not allow us or hinder us or object to our carrying out the necessary safety and security searches, screening and x-rays, we shall refuse to carry you and/or your Baggage. If the search or screening cause damage to you, or the search, screening or x-ray cause damage to your Baggage, we will not be liable for the same unless it was due to gross negligence.

9.8 LAG's (Liquid,Aerosols and Gels)

You are restricted to 100ml of each Liquid, Aerosol and Gel to be carried in a transparent re-sealable plastic bag whose maximum capacity is 500ml in your Cabin Baggage. This excludes medicines and infant food.

9.9 Zam Zam Water

A maximum of 5 liters of Zam Zam water per Customer is permitted, if this takes you over your Hold Baggage allowance specified by your Fare Type, you shall be required to pay Excess Baggage charges. Zam Zam water should be safe wrapped and sealed properly to avoid any leakage.

9.10 Declaration of Cash and Precious Metals

Each traveler either leaving or entering the Kingdom of Saudi Arabia must declare to customs officials any cash or precious metals which exceed a value of sixty thousand Saudi Riyal (SAR60,000) or its equivalent in other foreign currencies. Disclosure forms, procedures and all other information can be found on the website: www.customs.gov.sa

9.11 Non Standard Items of Baggage

Non standard/oversized items of Baggage such as Golf Clubs and Skis may be accepted for carriage as Hold Baggage, subject to Article 9.6. If accepted, any item over our 158CM (H+W+D) will be subject to a handling fee of SAR100 per piece.

9.12 Fragile, Perishable and Valuable Items

You must not include in your Hold Baggage fragile or perishable items or items of special value such as but not limited to:

- Cash, credit cards, money in other forms, share certificates, bonds or other valuable documents
- Jewellery; precious metals; antiques, expensive perfumes, cosmetics or similar valuable items
- Passports and other identification documents
- Electrical or electronic components e.g. computers, cameras, mobile phones, projectors
- Fragile, delicate or brittle items e.g. watches, glassware, sports equipment, musical instruments
- Car or house keys,
- Medication
- Perishable or frozen items e.g. seafood, meat, fruit
- Any item of insufficient packaging which will not withstand the normal effects of air carriage

We shall not be held responsible for loss of or damage to such items if included in your baggage.

9.13 Prohibited Items

You must not carry the following in your Baggage (whether as Hold Baggage or Cabin Baggage):

- Carriage of those items prohibited by the law of either Point of Origin or Point of Destination.
- Items you are forbidden from carrying by our Terms and Conditions.
- Any item likely to put the aircraft or people or property on board the aircraft in danger. These include the items shown in the “International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air” and the “International Air Transport Association (IATA) Dangerous Goods Regulations”.
- Items which we reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or nature. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.

If we note that you are carrying prohibited items, we will refuse to carry them.

9.14 Dangerous Items

You must not take or permit to be taken onto the aircraft any dangerous or potentially dangerous goods in your Hold or Cabin Baggage.

You must remove from your baggage any item whose presence there may affect the safety and security of the aircraft or any person onboard.

You may not take dangerous goods, weapons, firearms, prohibited, restricted items, human remains or other unacceptable items on our aircraft.

9.14.1 Dangerous Goods

These are items that MUST NOT be carried on a flynas aircraft. They MUST NEVER be a part of your Baggage. Such items include but are not limited to:

- Compressed gases (deeply refrigerated, flammable, non-flammable and poisonous)
- Explosives (munitions, fireworks, pyrotechnic devices and flares)
- Corrosives (acids, alkalis, mercury and wet cell batteries)
- Radio-active material
- Flammable liquids and solids (lighter fuel, matches of any kind, paints, thinners, fire-lighters or items

which are easily ignited)
- Poisons (toxic substances, weed-killer and insecticides).
- Oxidizing materials (organic peroxides and bleaching powder)
- Disabling devices (mace or pepper spray)
- Infectious substances (virus culture, bacterial strains)
- Weapons, firearms
- Dead animal matter
- Other items which are irritating or offensive materials or magnetized materials

Lithium Batteries and Power Banks

Notwithstanding the foregoing, lithium batteries, portable electronic devices containing lithium batteries, spare lithium batteries and power banks may be carried only in accordance with applicable aviation dangerous goods regulations and the following conditions:

a) power banks

- must be carried as carry-on baggage;
- must not be recharged while on board the aircraft;
- should not be used to recharge a portable electronic device while on board the aircraft;
- no more than two power banks may be carried per person; and must be individually protected so as to prevent short circuits when not in use (by placement in original retail packaging or by otherwise insulating terminals, such as by taping over exposed terminals or placing each power bank in a separate plastic bag or protective pouch)

b) spare batteries

- must be carried as carry-on baggage; and
- no more than two spare batteries meeting the requirements may be carried per person; and
- must be individually protected so as to prevent short circuits (by placement in original retail packaging or by otherwise insulating terminals, e.g. by taping over exposed terminals or placing each battery in a separate plastic bag or protective pouch)

This is not an exhaustive list and is subject to change at any time, if you are in any doubt about what you can carry on board an aircraft please contact our Customer Service Unit or Call Centre. We shall take whatever action we deem appropriate or reasonable in the circumstances, including disposing of the item without notifying you. We shall also offload you or deny you boarding or cancel your booking and refuse to carry you or hand you over to the appropriate authorities if you try to conceal or hide these items in your baggage or if you insist on having such items among your baggage.

9.14.2 Weapons

The carriage of weapons onboard our aircrafts is not permitted. Items which must not be carried on board in either Hold or Cabin Baggage:

- Guns
- Toy or Replica Guns (plastic or metal)
- Darts
- Billiard, Snooker or Pool Cues
- Catapults
- Laser pens
- Personal Attack Alarms
- Tradesmen’s Tools
- Knives with Blades of any length
- Household Cutlery
- Razor Blades
- Paper Knives, box cutters
- Sporting Bats

- Hypodermic Syringes (unless supported by medical evidence)
- Knitting Needles
- Scissors
- Swords, Archery Bows and Arrows or similar
- Self Heating Drinks or Food
- Any and all other items which in our reasonable opinion and sole discretion may be used to or may endanger the aircraft or any of the passengers or crew

9.15 Restricted Articles

There are some restricted articles which can be carried, with prior permission, in Hold Baggage in limited quantities but only with certain special precautions, amongst these are: Wet Cell Batteries, Catalytic Hair Stylers, Small Oxygen and Carbon Dioxide Cylinders, Dry Ice and Cooking Oil. However, you must obtain our approval in advance of the flight date that we shall be able to accept such items on the flight on which you are booked to travel. Please contact our Customer Service Unit or Call Centre for more information.

9.16 Carriage of Live Animals

- Flynas allows the carriage of cats and dogs only, all other species of live animals are prohibited.
- The animal(s) must be properly confined into soft animal friendly bag that can fit under passengers' seats.
- The passenger accompanying the animal may not be seated on the over-wing or the 1st row seats.
- Pets will be accepted for carriage at the passenger's risk as Flynas shall not be responsible if authorities at the arrival destination refuses the entry of the animal.
- Pet must be harmless, in-offensive and odorless.
- A maximum of one animal per soft bag is allowed except for two kittens or two puppies under 10 weeks of age.

Charges

- An Extra baggage fee of 5 kg will be charged for the transport of each soft bag containing animal. **Specifications**
- The combined weight of the container plus the animal should not exceed a total of 5kg.
- The soft bag must be flexible adequately to fit within the dimensions of (47cm X 40cm X 25cm) without harming or applying pressure onto the animal.
- Must have an adequate number of holes for ventilation.
- Must be leak proof. **Disclaimer**
- Flynas reserves the right to ensure the compliance of the cages & soft bags to the transportation of live animals' terms and conditions.
- Flynas reserves the right to refuse the carriage of any animal that may pose a threat to its passenger's safety and/or comfort.

9.17 Carriage of Corpses and Human Remains

We do not accept human remains for carriage.

9.18 Items Removed from Baggage by Security Personnel or other Official Authority

We are not responsible for, nor have any liability in respect of, items removed from your Baggage by airport security personnel or other official authority, whether or not any such items are subsequently retained or destroyed, or are passed to us.

9.19 flynas Cargo Service

You may transport your baggage using our Cargo Service. This service is most useful on flights that have a restricted baggage weight or a seasonal embargo on excess baggage. Please contact our Cargo Services in advance of your travel for information and/or to make arrangements for transporting your baggage via cargo.

ARTICLE 10 Carriage of Special Needs Guests

10.1 Guests Requiring Special Assistance

If you are a person with Special Needs who has recently undergone surgery or receiving medical treatment; whose mobility is reduced due to physical incapacitation whether this is sensory or locomotory, intellectual deficiency, age, illness or any other cause of disability; you will require prior approval from us at the time of your booking, to travel on flynas, along with a valid Doctor's certificate stating the nature of your illness and declaring you "fit to fly" on the dates of your Booking. You may need the presence of a Care Assistant who

shall comply with the same obligations as all our Guests on flynas. Your medical certificate must be

presented at the time you Check-in for your flight. In cases where the report does not explicitly permit transportation, flynas shall have the right to either refuse carriage without any liability on the part of flynas or carry you on the condition that the you shall be liable for any damages or deterioration in your health status as a result of such transportation in which case a written admission of this acceptance shall be signed by you.

Should you need to arrange for Special Assistance, please contact our Call Centre to make a request at least twenty four (24) hours prior to the date of travel. We will make every effort to provide you with your request however the Special Assistance service is subject to airport facility availability.

For safety reasons we restrict the number of wheelchair guests on each flight. Your Itinerary will include this request once your Booking is confirmed. Some airports outside of the Kingdom of Saudi Arabia may charge an Additional Fee for wheelchair use and this must be paid in full by you. Folding wheelchairs will be carried free of charge and in addition to the free Baggage allowance permitted under your Fare Type. Please note that non-folding and/or electrical wheelchairs shall not be carried.

10.2 Expectant Mothers

We will accept you for travel without a MEDIF (if there are no complications of which the guest is aware) if you are an Expectant Mother From 1st week to the 27th week (till the end of the 27th week) of pregnancy. If the passenger is traveling between 28 and 35 weeks (inclusive for a single pregnancy) and between 28th and 31st(inclusive for multiple pregnancy), a valid Medical Certificate or MEDIF dated not less than seven (7) days before the date of departure shall be required stating the number of weeks of pregnancy and confirming that the Expectant Mother is “fit to fly.” We regret not accepting certificates from registered midwives. We do not accept any liability for any complication or medical event associated with the pregnancy arising from travel on our aircraft. We shall not accept you for travel if you are an Expectant Mother of a Single pregnancy from week 36 and above and a Multiple pregnancy from week 32 and above. We shall not accept Expectant Mothers if arrangements to carry them have not been requested and agreed to before the Booking is confirmed.

10.3 Infants

Infants are defined as being children from eight (8) days to under the age of two (2) years on the date of travel and may travel on payment of an Infant Fare per sector providing they are seated on the lap of the adult accompanying them and secured by means of an Infant Seat Belt provided by our crew. An adult is defined as being fifteen (15) years and above on the date of travel. Not more than one infant may be seated on the lap of each adult. Infants under the age of eight (8) days shall not be accepted for travel.

Infants of six (6) months up to two (2) years may occupy a certified car - type safety seat. This Infant car seat will be affixed to a separate seat which must be purchased at the applicable Tariff. Please supply your own baby food. Children of age two (2) years and over must occupy their own seat for which they must pay the applicable Tariff. Please refer to Article 3.3 and flynas Regulations for Infant Fares.

10.4 Unaccompanied Minors

We shall not accept children aged less than twelve (12) years to travel unaccompanied. Children under the age of twelve (12) years may travel only if they are accompanied by a person of fifteen (15) years of age or over and who will take responsibility for the minor as their parent, legal guardian or companion. **10.5 Young Passengers Travelling Alone**

We shall accept children aged twelve (12) years and above to travel unaccompanied provided the parent or guardian signs a travel consent form at check-in. The parent or guardian is advised to remain

at the airport until the flight departs.

ARTICLE 11 Seat Selection

When making your Booking, you will be offered the option to select your preferred seat number as an additional service, an Additional Fee may be levied for specified seats. Any seat numbers selected, and if relevant, paid for, will be noted in your Itinerary issued when the Booking is confirmed. You are required to check-in on time and follow flynas check-in regulations. We reserve the right to change your seat at any time for operational, safety or security reasons, even after you have boarded the aircraft.

Emergency exit seats are marked on the seat map. You are not eligible to be seated at these seats if you are pregnant, elderly, ill or incapacitated, have special needs, are an infant or child (aged under 15) or would not be able to assist in the event of an emergency. If these conditions are in breach, we reserve the right to change your seat at any time to another seat on our aircraft and no refund will be given after you have boarded the aircraft.

If for reasons other than safety, security or operational, the seat selected and paid for in advance by you is not available, flynas will endeavor to seat you in an equivalent seat value. In the event of non availability of comparable seating, a Credit Shell will be given equal to the Additional Fee charged.

Seat Selection is available through all flynas sales channels, subject to availability. Payment methods will vary depending on the sales channel and whether the seat request is received at time of booking or at a later date or time. In the event that you change your Booking, you may rebook your seat subject to availability and after deduction of the applicable Additional Fee per seat, if any. In the event you cancel your Booking within your Fare Rules and store it in a Credit Shell, the Additional Fee will be transferred to the Credit Shell after deduction of the applicable service charge per seat. All bookings are subject to availability. For more details on flynas Additional Fees and policies, please refer to flynas Regulations. All available seats not pre-selected by other customers will be available at check-in.

You are required to check-in on time and follow flynas check-in Terms and Conditions of Carriage even if you have a confirmed seat selection.

11.1 Extra Legroom Seats Purchased On Board
11.1.1 Introduction

11.1.1.1 These terms and conditions (the "Terms and Conditions") apply to the purchase of extra legroom seats, which our crew offers for sale on board the aircraft after the aircraft doors have been closed and the aircraft has taken off, through an onboard digital point-of-sale system. By purchasing an extra legroom seat during the flight, you agree to these Terms and Conditions.

11.1.1.2 Please review these Terms and Conditions carefully before submitting your order. Any person who submits a request to purchase the seat and pays for it shall have completed (18) years of age and have the legal capacity to contract, and may purchase for himself or herself or for those accompanying him or her on the same booking who are under his or her guardianship or responsibility, subject to the eligibility requirements set out in Clause 11.1.1.4 and Section 11.1.5. By submitting your order, you confirm your acceptance of these Terms and Conditions.

11.1.1.3 For the purposes of these Terms and Conditions, "we", "our", "us" or "the Airline" refers to flynas, while "you" and "your" refers to the passengers who purchase and use extra legroom seats on board the aircraft. "POS Service Provider" means the entity that operates the onboard digital point-of-sale system on behalf of the Airline, whose role is limited to processing payments, and the Airline alone remains responsible to you for providing the service and refunding the amounts due under these Terms and Conditions. The phrase "after the aircraft doors have been closed and the aircraft has taken off" also means the stage that follows the take-off of the aircraft and the switching off of the seat belt sign.

11.1.1.4 Extra legroom seats are available as follows:
(a) Seats located in the emergency exit rows: available only to passengers who have completed (15) years of age and meet the eligibility criteria set out in Section 11.1.5, and are not available to children or infants.
(b) Seats located in rows other than emergency exit rows: available to passengers who have completed two years of age or more. Our crew verifies the passenger's age and eligibility by referring to the booking data and the passenger list available to the Airline.

11.1.1.5 These Terms and Conditions supplement, and shall be read together with, each of the following, and do not amend or replace any of them:
(a) the Airline's General Terms and Conditions of Carriage;
(b) the terms applicable to any service or seat that you purchased before boarding the aircraft;
(c) the terms of the Airline's loyalty program, if you are a member thereof. In the event of any conflict between these Terms and Conditions and any of those documents with respect to extra legroom seats purchased on board the aircraft, the provisions of these Terms and Conditions shall apply and in all cases in a manner that does not contravene the Passenger Rights Protection Regulation.

11.1.2 Nature of the Products and Services
11.1.2.1 Extra legroom seats are regular economy class seats located in designated rows with additional legroom.

11.1.2.2 Some extra legroom seats may be available at or near the emergency exit rows. Such seats shall not be occupied except by a person who meets the eligibility criteria set out in Clause 11.1.1.4 and Section 11.1.5, and who complies with the safety instructions and the emergency exit safety briefing provided by the aircraft crew.

11.1.2.3 This product and service is provided on board the aircraft after the aircraft doors have been closed and the aircraft has taken off, subject to seat availability and on a first-come, first-served basis. The aircraft crew alone shall offer and allocate the seats, and the passenger shall not leave his or her seat or move to the new seat until the seat belt sign has been switched off and upon the crew's direction. The crew gives priority, for seats located in rows other than emergency exit rows, to passengers with disabilities and elderly passengers.

11.1.2.4 If, after the order has been accepted and the amount collected, it becomes impossible to provide the extra legroom seat or for it to continue to be occupied for operational, safety or security reasons (such as aircraft balance requirements or medical emergencies on board the flight), we will offer you an alternative extra legroom seat if one is available; if none is available or you do not wish to take it, the full amount paid will be refunded to you in accordance with Clause 11.1.4.6.

11.1.2.5 Purchasing or upgrading to a seat with extra legroom entitles the passenger only to the benefit of additional legroom and does not grant him or her any other rights, benefits or services.

11.1.2.6 We may modify or withdraw the seat upgrade offer for extra legroom seats at any time before your order is accepted and the amount is collected, without this giving rise to any obligation on the passenger. After the order has been accepted and the amount collected, we shall not withdraw the seat except in the cases set out in Clause 11.1.2.4 or Section 11.1.5, with the amount refunded in accordance with Clause 11.1.4.6.

11.1.3 Pricing and Transparency
11.1.3.1 The price of extra legroom seats shall be clearly announced by the aircraft crew after the aircraft doors have been closed and the aircraft has taken off, verbally and/or through automated announcements or approved signage, in both Arabic and English, in a non-misleading manner, before any order is accepted. The announced price shall be final and inclusive of all taxes and fees, uniform for all passengers on the same flight for each category of seats, and non-negotiable.

11.1.3.2 The Airline complies with Article 5 and Article 7 of the Passenger Rights Protection Regulation issued by the General Authority of Civil Aviation by ensuring that passengers are informed transparently in both Arabic and English.
11.1.3.3 Our crew and all promotional materials relating to extra legroom seats shall describe the service and its price accurately, and shall not include any incorrect or misleading information about the nature, benefits or price of the service.
11.1.3.4 The price of upgrading to extra legroom seats varies from one flight to another depending on factors such as the route, the duration of the flight and the seat location, and the price of each category of seats on the flight is announced before purchase in accordance with Clause 11.1.3.1.

11.1.4 Purchase Mechanism
11.1.4.1 The service of upgrading to an extra legroom seat is provided on board the aircraft after the aircraft doors have been closed and the aircraft has taken off, and after the aircraft crew announces the availability of such seats. These Terms and Conditions do not affect the possibility of purchasing extra legroom seats at the time of booking or before the flight through the Airline's other sales channels, which are subject to their own terms.

11.1.4.2 A passenger wishing to obtain the service shall express his or her interest to the aircraft crew while seated, and the crew shall verify his or her eligibility in accordance with Clause 11.1.1.4 and Section 11.1.5 before accepting the order and collecting the amount, after which the seat is allocated and the payment is processed through the onboard point-of-sale system; the passenger shall not move to the seat except upon the crew's direction.

11.1.4.3 The order is an offer from you, and if we accept it, it becomes a legally binding agreement between you and us, and is subject to these Terms and Conditions.

11.1.4.4 By submitting an order, you agree to be bound by these Terms and Conditions and to pay its price. Please pay attention to the details of the order, as the total price includes all announced taxes and fees in accordance with Clause 11.1.3.1, and no other amount is added to it. The refund of the amount paid is subject to the provisions of Clause 11.1.4.6.

11.1.4.5 Immediately upon completion of the payment, the onboard point-of-sale system will issue you a printed receipt containing, at a minimum: the flight number and date, the allocated seat number, the amount paid inclusive of taxes, the payment method, and the transaction number. This receipt constitutes proof of the contract between you and us. The seat allocation becomes confirmed once the payment is completed.

11.1.4.6 An extra legroom seat shall not be transferred to another passenger. The full amount paid shall be refunded to you without any deduction, and by the same payment method, in the following cases:
a) it is impossible to provide the seat or for it to continue to be occupied after the amount has been collected, for any reason attributable to the Airline;
b) it is impossible to provide it or for it to continue to be occupied for operational, safety or security reasons, or for any circumstances beyond the passenger's control, including the circumstances set out in Section 11.1.7;
c) cancellation of the order by us after the amount has been collected;
d) the amount is collected more than once or in an amount exceeding the announced price, in which case the difference shall be refunded. Amounts paid by credit card shall be refunded electronically and automatically to the same card, and amounts paid in cash shall be refunded in cash on board the aircraft before the end of the flight. No refund is due if the passenger voluntarily decides not to occupy the seat after moving to it, or is moved from it due to non-compliance with the safety instructions in accordance with Clause 11.1.5.5, or for providing incorrect information about his or her eligibility. Upon your moving to an extra legroom seat, your original seat becomes available for the Airline's use for the remainder of the flight, and any amount you previously paid for selecting that seat is subject to the terms under which you purchased it in accordance with Clause 11.1.1.5(b).

11.1.4.7 The price of the seat may be paid on board the aircraft in cash or by credit cards, as accepted by the onboard point-of-sale system. Please note that we cannot accept personal cheques, traveller's cheques or direct debit cards, and the amounts due shall be refunded in accordance with Clause 11.1.4.6.

11.1.4.8 The prices of extra legroom seats may vary from one flight to another, and the price announced on your flight in accordance with Clause 11.1.3.1 shall apply to your order, and this price shall not change after your order is accepted.

11.1.4.9 Extra legroom seat transactions will be carried out in the currency specified for you, and the issuer of your card may convert it into your local currency. We do not control the exchange rate used by your card issuer, nor do we bear any responsibility for it, and we do not bear any transaction fees that may be imposed by the card issuer.

11.1.4.10 The onboard point-of-sale system accepts most major credit cards for payment. Direct debit cards will not be accepted for payment purposes. By providing us with a payment source, you confirm that you are permitted to use it. You also authorize us and the POS Service Provider to collect and store this information, in addition to other related purchase information, in accordance with the Personal Data Protection Law. When making any payment, you authorize us (and the POS Service Provider) to collect the full specified amount of the order.

11.1.4.11 If you pay by credit card, we or the POS Service Provider may obtain prior authorization from your card issuer for an amount not exceeding the value of the order. We will collect the specified amount from your card when the order is submitted.

11.1.4.12 If you pay by credit card and your payment results in an overdraft or other charges from your bank, you alone are responsible for such charges.

11.1.4.13 Credit cards may be declined from time to time for various reasons. If a purchase is declined due to a problem with the credit card, please first ensure that all data is correct and resubmit it. If the purchase is still not accepted, you may try another credit card.

11.1.4.14 You shall be responsible for the amounts and bank charges incurred by the Airline in the following two cases only:
(a) your objection to your card issuer, without justification, to a valid and completed payment under which the seat was actually provided to you;
(b) your use of a payment method that you are not authorized to use. This Clause does not apply to refunds due to you in accordance with Clause 11.1.4.6.

11.1.4.15 Before collecting the service amount, we may reject the order if it contravenes these Terms and Conditions or if the validity of the payment method cannot be verified. If the order is cancelled by us after the amount has been collected, the amount shall be refunded in accordance with Clause 11.1.4.6.

11.1.4.16 If the use of a stolen or unauthorized payment method, or fraud in the payment transaction, is suspected, we may share the details of the relevant payment transaction with the issuer of the payment method and the competent authorities, in accordance with the Personal Data Protection Law and the regulations in force in the Kingdom of Saudi Arabia.

11.1.5 Passenger Eligibility

11.1.5.1 Before accepting an order for any extra legroom seat in the emergency exit rows and collecting the amount, our crew verifies the passenger's eligibility, including verifying his or her age in accordance with Clause 11.1.1.4, asking him or her about his or her willingness and ability to provide assistance in emergencies, and ensuring that there is nothing preventing this, such as an injury, disability or illness. Where extra legroom seats are available in the exit rows, such seats shall not be provided if our crew on board the aircraft determines that a passenger is unable to perform one or more of the functions

described below that are necessary for emergency evacuation operations. By way of example and not limitation, any passenger is considered ineligible for extra legroom seats in the exit rows in the following cases:

11.1.5.1.1 The passenger lacks sufficient mobility, strength or ease of movement in each of the arms, hands and legs, which becomes evident to us through the following:
1. Raising the hand upward, to the sides, and downward to the location of the emergency exit.
2. Grasping, pushing, pulling or turning, or operating the emergency exit mechanisms in any other manner.
3. Pushing, tugging, pulling or opening the emergency exit in any other manner.
4. Lifting, securing, or placing objects of the size and weight of the overwing exit windows on the nearby seats, over the seat back.
5. Removing obstructions similar in size and weight to the overwing exit windows.
6. Reaching the emergency exit quickly.
7. Maintaining balance while removing obstructions.
8. Exiting quickly.
9. If he or she is under 15 years of age, or lacks the ability to perform one or more of the functions mentioned above without the assistance of an accompanying adult, a parent or another relative.
10. He or she lacks the ability to read and understand printed or graphic evacuation instructions, or to understand the crew's verbal commands in Arabic and/or English.
11. He or she lacks sufficient visual ability to perform the required functions without using visual aids other than prescription glasses or contact lenses.
12. He or she lacks the ability to hear and understand instructions given by our crew without assistance beyond a hearing aid.
13. He or she lacks the ability to convey information verbally to other passengers.
14. He or she is unable to secure the escape slide; or
15. He or she is unable to assist others in exiting via the evacuation slide.

11.1.5.1.2 If the passenger has a condition or responsibility, such as caring for young children, that may prevent him or her from performing the required functions.

11.1.5.1.3 The passenger suffers from a condition that may result in personal injury if he or she attempts to perform one or more of the applicable functions.

11.1.5.2 Our aircraft crew reserves the right to return the seat of any passenger who does not meet the criteria mentioned above, for the safety of the flight.

11.1.5.3 Passengers seated in extra legroom seats at the exit row will receive a specific safety briefing from our crew on board the flight.

11.1.5.4 You shall listen carefully to the instructions of our crew on board the flight and ensure their readiness and ability to assist in the event of an emergency.

11.1.5.5 Your failure to comply with the safety instructions may result in your being moved to a different seat, and in that case no refund of the amount paid is due in accordance with Clause 11.1.4.6.

11.1.6 Compliance with Applicable Laws
11.1.6.1 Your purchase and use of extra legroom seats shall comply with all applicable laws and regulations.

11.1.6.2 You shall not use the services except in accordance with these Terms and Conditions, and in all cases for lawful and proper purposes, which include compliance with all applicable laws, regulations and codes of practice in the Kingdom of Saudi Arabia or other jurisdictions in which extra legroom seats may be offered during the flight.

11.1.6.3 Without prejudice to any of our other rights (whether under the law or otherwise), we reserve the right to:

11.1.6.3.1 Cancel your order(s) without referring to you.

11.1.6.3.2 Prevent you from accessing extra legroom seats where we believe (in our sole discretion) that you (or the persons who access or use extra legroom seats on your behalf) are in breach of any of these Terms and Conditions.

11.1.6.4 These Terms and Conditions shall not be amended except after the amendment has been approved by the General Authority of Civil Aviation, and no amendment shall apply to orders that were accepted before it takes effect.

11.1.7 Exceptional and Unforeseen Events and Circumstances

11.1.7.1 We shall not be liable for any failure or shortcoming in the performance of any of our obligations under these Terms and Conditions if such failure or shortcoming arises due to exceptional and unforeseen circumstances beyond our control or the control of the POS Service Provider, including, without limitation, strikes, lockouts or other industrial action; civil unrest, riots, invasion, terrorist attack or the threat of a terrorist attack, or war (whether declared or not) or the threat of or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, pandemic, epidemic, public health emergencies or other natural disaster; the impossibility of using aircraft or the impossibility of using public or private communications networks and the failure of the POS Service Provider's information technology systems; and/or acts, decrees, legislation, regulations or restrictions of any government having jurisdiction over these Terms and Conditions. Where the effect of such events cannot be avoided by reasonable care, or the events cannot be reasonably foreseen or prevented, the performance of the services shall be excused for the duration of the interruption. In all cases, if it becomes impossible to provide the seat after the amount has been collected as a result of any of these circumstances, the full amount paid shall be refunded to you in accordance with Clause 11.1.4.6.

11.1.8 Other Provisions

11.1.8.1 These Terms and Conditions represent the entire agreement between you and us. No prior statement, whether oral or written (including promotional materials, except for the price announced in accordance with Clause 11.1.3.1, which forms part of this agreement), shall be relied upon unless expressly included in this agreement.

11.1.8.2 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11.1.8.3 The role of the POS Service Provider (as defined in Clause 11.1.1.3) is limited to processing payments, and this does not create any contractual relationship between you and it, and the Airline remains responsible to you for providing the service and refunding the amounts due in accordance with these Terms and Conditions.

11.1.8.4 Our failure to exercise, or our delay in exercising, any right vested in us under these Terms and Conditions shall not constitute a waiver by us of that right.

11.1.8.5 No third party (other than the POS Service Provider) shall be entitled to benefit from these Terms and Conditions or to have the right to enforce them.

11.1.8.6 All provisions of this document shall be read and enforced in a manner that does not contravene the Passenger Rights Protection Regulation issued by the General Authority of Civil Aviation, and any condition that contravenes the Regulation shall be deemed void and the provisions of the Regulation shall apply instead.

11.1.8.7 Neither we nor the POS Service Provider shall bear any liability for indirect, incidental, consequential, punitive or exemplary damages, including loss of profits, goodwill, income or use, or other intangible losses.

11.1.8.8 You shall bear responsibility for any claims arising against the Airline or the POS Service Provider as a result of your breach of these Terms and Conditions or your use of extra legroom seats in contravention of the applicable regulations.

11.1.9 Consent and Acknowledgment

By purchasing and/or occupying an extra legroom seat, each passenger is deemed to have acknowledged and agreed to the "Terms and Conditions for the Extra Legroom Seat On Board the Aircraft" provided by the Airline. Each passenger understands that occupying an extra legroom seat means giving up his or her original seat for the remainder of the flight in accordance with Clause 11.1.4.6, without prejudice to any of his or her other rights under the contract of carriage or the Passenger Rights Protection Regulation. Each passenger also confirms that the information provided to us in connection with his or her order is accurate and complete, and that providing fraudulent, false or misleading information may result in the rejection of the order or the removal of the passenger from the seat, in which case the provisions of Clause 11.1.4.6 regarding refunds shall apply.

ARTICLE 12 Pre-paid Catering

When making your Booking, you may be offered the option to pre-order and pay for selected snacks as an additional service on payment of an Additional Fee. Any pre-paid catering will be noted in your Itinerary issued when your Booking is confirmed.

Any pre-paid catering included in your Booking will be noted on your boarding pass and delivered to the seat number as detailed on your boarding pass. If, for any reason, you do not take the seat number specified on your boarding pass you must inform our flight attendants to ensure your pre-paid catering is delivered as ordered.

We will make every endeavour to deliver the pre-paid catering items offered at the time you make your Booking, but we reserve the right to offer alternative items of an equal or higher value and shall have no further liability to you. If we fail to deliver your pre-paid catering to you during your flight please contact our Customer Service Unit who will arrange for the Additional Fee charged to be placed in a Credit Shell for your future use.

If you change the date and/or route of your travel within your Fare Rules your pre-paid catering request will be transferred to your new flight date/time, however, pre-paid catering items which have been paid for and included in your Itinerary may not be changed or cancelled within twenty four (24) hours of your scheduled departure time.

ARTICLE 13 Check-in and Boarding

13.1 Priority Boarding

- If a passenger with **Priority** arrives late at the boarding gate, other passengers who arrived on time will be allowed to board first.
- The space available for carry-on baggage in the cabin is limited and offered on a first-come. We recommend boarding early to secure space for your hand baggage in the overhead compartments.
- If the passenger has a stroller or an oversized bag that exceeds the allowed cabin size, it will be transferred to the aircraft hold. Additional fees may apply to non-compliant items intercepted at the boarding gate.
- In the case of boarding via a shuttle bus, passengers with Priority may enter the bus first or at any time upon arrival. However, priority access from the bus to the aircraft is not guaranteed.
- If there are multiple passengers under the same booking, companions will not automatically receive the Priority if only one of them purchases it. Each passenger must purchase the service individually to benefit from it.
- The Priority fees apply to all adult passengers and children between the ages of 2 and 12. Infants under 2 years old who do not occupy a seat are exempt from the fee, provided all accompanying passengers on the same booking have purchased the service.
- Passengers who purchase Priority Service will receive a Priority baggage tag for their checked baggage, helping to expedite baggage delivery upon arrival. However, priority baggage delivery is not guaranteed at all airports, as it may depend on station capabilities.
- Priority Service is only available on flights operated by Flynas.
- Priority Service does not exempt passengers from adhering to the official check-in and gate closure times.

13.2 Check-in Times

You must check-in by the Check-In Time as advised by us or our Authorized Agent(s) or Website when you have made your Booking. Check-in Times vary, please find out the Check-In Times for your flight(s) and ascertain them before you travel to the airport. Check in counters open three (3) hours prior to departure and close one hour (60 minutes) prior to departure. If you fail to show (No Show) or fall short of completing the check-in process by the Check-In Time your Booking will be cancelled and you will be refused carriage. Such cancellation shall be deemed as No Show and shall not be considered as Denied Boarding, no refund(s) will be allowed. By completing the check-in process we mean that you have received your boarding pass for your flight and are ready at the boarding gate before closure.

13.3 Check-in Time for Groups, Special Assistance

If you are traveling in a Group or have requested Assistance you should check-in at the time advised by us or our Authorized Agent(s). Groups are expected to check in at a minimum of four (4) hours before International flights and three (3) hours before Domestic flights scheduled departure to ensure the check- in process is completed on time.

13.4 Identification

You must present yourself at check-in with your Booking Reference and a current photographic ID which is: for international flights a valid passport; for GCC (Gulf Cooperation Council) flights a valid passport or GCC National Identity card; for domestic flights a valid passport, GCC national Identity Card or KSA Iqama, together with any other travel documentation required for the journey you are undertaking.

13.5 Credit Card Payment Identification

If you have paid with a credit card, you must, for security reasons, provide the credit card used at the time of booking when you check-in. If the credit card holder is not the Customer travelling, a photocopy of the front of the credit card and a copy of the card holder's passport/iqama is required as proof of purchase. If the card or copy of the card cannot be produced, your Booking will be cancelled and you will be refused carriage without recourse to a refund.

13.6 Valid Documents

It is your responsibility to ensure that you have the necessary valid documentation, including visas and health certification, to meet the immigration requirements of your destination. We reserve the right to refuse carriage to you if your documents do not appear to be in order or are unsatisfactory. Should this happen we will not make any refund or provide any alternative flight. We would also draw your attention to Administrative Formalities in Article 19.*

13.7 Boarding Gate Deadlines

You must be present at the boarding gate not later than the time we specify to you when you check in or at least thirty (30) minutes prior to departure. We may decide not to carry you if you are not ready to board the aircraft at the boarding gate by the specified time. We will not be liable to you for any loss or expense, nor shall you be entitled to any refund, compensation or Credit Shell if you do not meet Check-in and/or Boarding Deadlines.

13.8 Denied Boarding

If we are unable to accommodate you on board a flight for which you have a confirmed Booking with a valid Booking Reference, for which you have presented for check-in within the specified minimum check-in time; you shall be entitled to receive an Involuntary Fare Refund as per Article 17 of our Terms and Conditions of Carriage.

13.9 Connecting Flights and Transfer Baggage

If you have booked a flynas connecting flight, you must contact our Ground staff for assistance and may need to recheck-in with your Baggage for each portion of your journey. Please read about Connecting Flights in Article 6.3 and flynas Regulations for more information on Domestic and International connection procedures.

13.10 Web Check in

Web check in is available from forty eight (48) hours and until six (6) hours prior to the scheduled

departure of your flight from any KSA airport. For departures from the UAE, web check-in is available up to six (6) hours prior to the scheduled departure time. You may check in through our website, select your preferred seat, paying the Additional Fee if applicable, and choose to receive your boarding pass on your smartphone or to print out your web boarding pass.

At the airport, you must clear customs and immigration formalities and proceed to the boarding gate no later than forty five (45) minutes prior to the scheduled departure of your flight. At the boarding gate, you must present your valid travel documentation to our staff for a validity and identity check along with your web boarding pass printout or smartphone boarding pass. The name on your web boarding pass must be identical to the name on your passport (for International flights) and your National Identity card (for Domestic flights). After authentication, our staff will exchange your web boarding pass for the boarding card of your flight.

It is your responsibility, as listed in Article 13 and Article 14, to ensure that you have the necessary valid documentation, including visas and health certification, to meet the immigration requirements of your destination and to comply with our Terms and Conditions of Carriage. We reserve the right to refuse carriage to you if your documents do not appear to be in order or are unsatisfactory or if you are late at the boarding gate.

ARTICLE 14 Rights and causes of Refusal of Carriage

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing, fax and/or any electronic means that we would not at any time after the date of such a notice carry you on our flights. In this circumstance you will be entitled to a refund of the Fare you have paid, plus any Taxes, Fees and Charges, less any reasonable administration fee we may apply. We may refuse to carry you or your Baggage without a prior notice if any or more of the following, occurs or we reasonably believe may occur. In this circumstance we reserve the right to retain such and all Tariffs and you will not be entitled to any refund, compensation or Credit Shell.

We may refuse to carry you or your Baggage if:

- Your carriage or that of you or your Baggage may endanger or affect the safety of the aircraft or the safety, health or materially affect the comfort of other passengers or crew.
- You are under the influence of drink or drugs or if you are, or we reasonably believe you are, in unlawful possession of drugs or alcohol or other prohibited material.
- Your mental or physical state is a danger or risk to you, the aircraft or any person in it.
- You refused to allow a security check to be carried out on you or your Baggage.
- You have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security and/or used threatening, abusive or insulting words or acted in a disorderly way towards our ground staff or a member of the crew of the aircraft.
- You have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
- You have put the safety of either the aircraft or any person in it in danger.
- You have made a hoax threat relating to bombs, biological or chemical weapons.
- You have committed a criminal offence during the check-in or boarding processes or on board the aircraft.
- You have not, or do not appear to have, valid travel documents or visas; if you try to enter a country for which your travel documents are not valid; destroy your travel documents during the flight, refuse to surrender your travel documents to a member of the crew when so requested or refuse to allow us to photocopy your travel documents.

- You ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger; if carrying you would breach government laws, regulations, or orders; if you have refused to give us information which a government authority has asked us
to provide about you.
- You have not presented a valid Booking Reference; not paid the full Tariff for your journey; purchased a Booking acquired illegally; purchased a Booking which you did not buy from us or our Authorized Agents; purchased a Booking which was not issued by us or our Authorized Agents; presented a counterfeit Booking Reference; or purchased a Booking with an alteration made neither by us nor by our Authorized Agents.
- You failed to prove that you are the person named in the Booking when presenting for check-in or boarding.
- You have changed your transportation without our agreement and our Terms and Conditions of Carriage and flynas Regulations.
- You have failed to present your boarding pass or your travel documents to us when reasonably asked to do so; if you have failed to complete the check-in process by the Check-In Deadline; if you have failed to access the boarding gate on time.
- You have behaved in a way as mentioned above on or in connection with a previous flight and we believe you are liable to repeat this behaviour.

We may decide not to carry expectant mothers, customers who are ill, have limited mobility, are disabled or require special assistance if arrangements to carry them have not been approved by us before the booking is confirmed.

We shall not accept children aged less than twelve (12) years to travel unaccompanied. Children under the age of twelve (12) years may travel only if they are accompanied by a person of fifteen (15) years of age or over and who will take responsibility for the minor as their parent, legal guardian or companion. We shall accept children aged twelve (12) years and above to travel unaccompanied provided the parent or guardian signs a travel consent form at check-in. The parent or guardian is advised to remain at the airport until the flight departs.

These are only examples and not a comprehensive list of causes and we retain the right to exclusively and in our own discretion specify and classify other causes or incidents as falling within the orbit of this article.

ARTICLE 15 Conduct Onboard our Aircraft(s)

15.1 Unacceptable Behaviour

When you are onboard the aircraft and we reasonably believe that you have showed a behavior unacceptable to us, including but not limited to; placing the aircraft, or any person in it, in danger; deliberately interfering with the crew in carrying out their duties; failing to obey the instructions of the crew relating to safety or security; failing to obey the seat-belt or no-smoking sign; committing a criminal offence; exhibiting a physical or mental state affected by alcohol or drugs or other mental or physical abnormality; failing to obey the crew’s instructions relating to the use of mobile telephones or other electronic equipment; failing to obey the crew’s instructions relating to alcohol, smoking or drugs; making a hoax bomb threat; threatening, abusing or insulting the crew or other Customers or behaving in a threatening, abusive, insulting or disorderly manner towards the crew or other Customers or behaving in a way which causes discomfort, inconvenience, damage or injury to the crew or other Customers, or in any other way or in breach of any law, regulation or statute, we shall take any and all measures as we deem necessary to prevent your continuation with the unacceptable behavior, including restraint. When the aircraft is on ground, we may decide to off load you from the aircraft; refuse to carry you on the remaining sectors of the journey shown on your Booking; and may report the incident onboard the aircraft to the relevant authorities with a view to prosecuting you for any offences you might have committed. We shall not be liable for any course

of action we decide to take as a consequence of your Unacceptable Behavior.

15.2 Diversion Costs Caused by Unacceptable Behavior:

If, as a result of your Unacceptable Behavior, we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the whole of the proper costs of associated with such diversion.

15.3 Electronic Devices

For safety reasons, we may prohibit or limit usage aboard the aircraft of electronic equipment, including, but not limited to; mobile telephones; laptop computers; personal recorders; personal radios; MP3s, cassette and CD players; electronic games or transmitting devices (for example, radio-controlled toys and walkie-talkies). You must stop usage of these devices once it is announced that they should be switched off. The usage of hearing aids and heart pacemakers is permitted.

ARTICLE 16 Schedule Adjustments

16.1 General

The flight times shown in our timetables may change between the date of publication and the date of your actual travel. We may adjust our schedules and/or cancel, terminate, divert, postpone or delay any flight where we reasonably consider this to be justified by circumstances beyond our control and/or for reasons of safety, security or other operational or commercial requirements. We do not guarantee these flight times to you and they do not form part of your Contract of Carriage with us. Before we confirm your Booking we will inform you of the scheduled departure time of your flight in effect, as of that time and it will be shown on any Itinerary subsequently issued. It is possible that we may need to change the scheduled departure time of your flight after you have received your Itinerary. If you provide us with your contact information, we will endeavor to notify you of any such changes, however, if you fail to provide correct contact details or do not respond to our contact we will have no liability for any additional costs incurred by you for your travel being re-scheduled other than the options available under Articles 6and 16.

16.1.1 Significant Schedule Adjustments of more than twelve (12) hours

If subsequent to your making a Booking, we make a Significant Adjustment of more than twelve (12) hours to the scheduled departure time of your flight and you find this change is unacceptable we will book you on another flynas flight which you are prepared to accept or offer you a Credit Shell without penalty or a Refund of the Tariff paid on the unused portion of your booking in accordance with the Refunds of Fares, Taxes, Fees and Charges in Article 17.

16.1.2 Schedule Adjustments notified within twenty four (24) hours of travel

If subsequent to your making a Booking, we make a Schedule Adjustment and notify you within twenty four (24) hours of such adjustment, in such cases we will act as below:

- in the event of a cancellation we will book you on another flynas flight which you are prepared to accept or offer you a Credit Shell without penalty or a Refund of the Tariff paid on the unused portion of your booking in accordance with Article 17 of our Terms and Conditions of Carriage.
- In the event of a diversion, we will arrange for you to be carried (at our expense) to the Agreed Stopping Place or Point of Destination in your Booking, but we undertake no obligation as to time or means of transport.
- In the event of a delay or disruption, we will apply the procedures set out in Article 17 of our

Terms and Conditions of Carriage.

In the event of a delay or disruption, we will apply the procedures set out in Article 17 of our Terms and Conditions of Carriage.

ARTICLE 17 Refunds of Fares and Taxes, Fees and Charges

17.1 General

Where we fail to provide carriage in accordance with the Contract of Carriage or where a refund is payable in accordance with these Terms and Conditions of Carriage or flynas Regulations; refund of the Fare for your Booking, or any unused part of it and any taxes, fees and charges, as applicable shall be made by us in accordance with this Article and with our Fare rules and Tariffs and flynas Regulations. Applicable government, authority or airport Taxes, Fees and Charges on the unused portion of your Booking, paid at the time of your Booking, will be included in Fare refunds where appropriate. Unless we state otherwise, we will only make a refund either to the Passenger named on the Booking or to the person who paid for the Booking. If you claim a refund, you must prove that you are the Passenger named on the Booking or, if this applies, the person who paid for the Booking. Refunds will be made direct to the bank account of the lead Passenger on the Booking or to the credit card used to pay for the Booking.

17.2 Involuntary Fare Refunds

17.2.1 Denied Boarding due to Overbooking (excluding Code-Share Flights) flynas may, at its discretion, accept a few additional reservations for seats on a flight beyond the aircraft's seating capacity, however, for operational or system reasons we may occasionally be forced to deny boarding to a customer holding a valid Booking.

- If we are required to deny boarding to a customer, we will first request response from volunteers, if no volunteers are forthcoming we will prioritize the boarding based on time of check-in.
- A volunteer is a customer traveling on that specified flight; who responds to our request and willingly accepts our offer of compensation as detailed below, in exchange for relinquishing their confirmed Booking by not traveling on that specific flight. Compensation for voluntary denied boarding will be communicated by our Authorized Agent at the time and may vary.
- Any and all other customers with a valid booking denied boarding is/are considered to have been denied boarding involuntarily and the following compensation will apply:

Flights	Time	AMOUNT	NOTES
International Flights	Less than 3 hours	SAR 500	If Re-booked to final destination with less than three hours delay, compensation may be up to SAR 500
	More than 3 hours	SAR 1000	

Domestic Flights	**Any time**	**Sector Va lue**	Ticket value of the sector where the denied boarding occurs, provided that the compensation value shall not be less than SAR200

All International Flights

Customers will be re-booked on the next available flight to their final destination and the following compensation will apply:

• With less than three (3) hours delay for flights, then compensation may be up to 500 Saudi Riyals. • With more than three (3) hours delay for flights, then compensation may be up to 1000 Saudi Riyals.

All Domestic Flights

Customers will be re-booked on the next available flight to their final destination and the following compensation will apply:

- Compensation may be up to the sector value of the domestic flight segment.
- Customer(s) shall not be eligible for denied boarding compensation if they are denied boarding due to arrangements for Additional Services with a third party (such as but not limited to Hotel Bookings, Cargo Services or Car Rental) as specified under Article 18 of our Terms and Conditions of Carriage.
- If we are unable to accommodate the customer(s) on board a flight for which he/she has a confirmed Booking with a valid Booking Reference, for which he/she has presented for check-in within the specified minimum check-in time; he/she shall be entitled to receive Compensation value immediately
- Compensations mentioned in this clause are the only obligation and liability on our part towards our customer(s). Performance of such compensation shall mean that he/she does not have any further claims or entitlements against us.

17.2.2 Delays and Cancellations by flynas

We shall always exert our best efforts to make your flight available as per our published scheduled departure and arrival times; however, we may delay or cancel a flight where we reasonably consider this to be justified by circumstances beyond our control or for reasons of safety, security, operational or commercial reasons. We shall not be liable for any losses or consequential damages whatsoever occasioned by such potential delay. We shall only be liable for damage or loss occasioned by delay within the limits prescribed by applicable laws and conventions. We shall not be liable for damage or loss occasioned by delay where we can reasonably prove that we, our employees, and/or our Authorized Agents, adopted measures that were reasonable to avoid alleged damage or that in that case it was impossible to adopt such measures.

Where a flight departure is delayed our passengers shall be entitled to:

For a lapse of one (1) hour after the original scheduled departure time, refreshments will be offered.

For a lapse of three (3) hours after the original scheduled departure time, a hot meal will be offered by our Authorized Agents or a voucher with which you may purchase a meal from the airport concessions.

For a lapse of six (6) hours and above the original scheduled departure time, you may, Rebook on an alternate flynas flight at no extra charge or avail of a Credit to be used at a later date. Alternatively, you may wish to remain waiting for the original delayed flight, in which case, you will be provided with hotel accommodation of our choosing, for waiting periods above six (6) hours. Should you not wish to wait for your delayed flight, rebook or avail of a credit; you may request for a refund per Article 15 and 16 which will

be applied on a case by case basis. If such a claim for refund, rebooking or credit is made, the Booking will be cancelled and our liability for the delayed flight shall end here.

Discretionary provision of these compensations shall not be taken or construed as an acceptance of responsibility for the delay by flynas. Where a flight is cancelled you will be given the opportunity to re-book your travel at a later date or another flight for no additional charge, subject to availability, or accept a Credit Shell to be used at a later date or a refund per Article 16 and 17. Once the flight has been re-booked or a Credit Shell issued or a refund given, your Booking will be cancelled and our liability for the cancelled flight shall end here.

ARTICLE 18 Arrangements for Third Party Services

18.1 General

When we make arrangements for you with any third party to provide any services, or when we issue a voucher relating to transportation or services provided by a third party such as but not limited to Hotel Bookings, Cargo Services or Car Rental, we are then acting as agents only. The terms and conditions of the third party services shall apply and we shall have no liability whatsoever in this respect. Our website should not be regarded as a recommendation or endorsement of the service level, quality or rating of any third party services made available.

18.2 Executive lounges

Flynas Business class Customers are entitled for a free access to Executive Lounges in selected airports. For economy class, flynas offers Customers the opportunity to purchase access to Executive Lounges in selected airports. The use of the Executive Lounge is subject to an amount charged by the respective service providers at these airports. Applicable rates for this service can be obtained from our website at www.flynas.com. Once purchased, Executive Lounge Access can only be changed or cancelled as per the applicable Fare Rules in the Booking. If flynas fails to provide you with the service after you have made the purchase, the equivalent amount shall be transferred in the form of a Credit Shell. Executive Lounge access may be purchased up to six (6) hours prior to your scheduled departure time. Once the payment is made, your Executive Lounge request will be confirmed in your Itinerary. Upon check-in at the relevant airport, our agents will provide you with a voucher granting you access to the Executive Lounge. It is the responsibility of the Customer to clear Customs, Immigration and Quarantine formalities, before proceeding to the Executive Lounge and all Customers are reminded to be at the boarding gate no later than 45 minutes prior to the scheduled departure of their flight

ARTICLE 19 Administrative Formalities

19.1 Travel Documents

Prior to travel, you must present all exit, entry, health, visa and other documents required by law, regulations, orders, demands or other requirements of the countries concerned and permit us to take and retain copies thereof, where needed. We reserve the right to refuse you carriage if you have not complied with these requirements, or your travel documents do not appear to be in compliance with the requirements, any refusal of carriage due to incomplete or incorrect travel documents will result in your Booking being cancelled and no refund or credit given.

19.2 Refusal of Entry

If you are refused entry to a country due to your failure to comply with these Terms and Conditions, regulations, laws, orders or requirements of any country; failure to produce the correct documents or your health or medical condition; you must fully indemnify us for any losses, legal costs, fines, penalties or charges imposed on us by the concerned authorities; including repay us the fare for transporting you back

to a country where you are accepted; in addition to all and any other cost(s) of detention or accommodation or else to be paid in respect of your denied entry. We may deduct these costs from the value of any unused part of your Booking, or any of your money in our possession.

19.3 Customs Inspection

If necessary, you must be present when your Baggage is inspected by customs or other Government officials. We shall not be liable for any damage you may suffer in the course of an inspection or because you are not present. We shall furthermore not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising.

19.4 Security Screening

You must allow us, government officials and/or airport officials, to carry out security screening on you and/or your Baggage.

ARTICLE 20 Liability for Damage

20.1 General

- These Terms and Conditions of Carriage govern our liability towards you. The Terms and Conditions of Carriage of any and each other carrier involved in your journey govern their liability towards you. We reserve all rights against any other person, including rights of contribution and indemnity. Our liability in respect of Domestic carriage will be governed by applicable national law, as varied by the other provisions of these Terms and Conditions. Our liability in terms of International carriage is governed by the Convention and these Terms and Conditions of Carriage.
- We shall not be liable for any damage arising from the fact that we have obeyed laws or government rules and regulations; or you have not obeyed laws or government rules and regulations
- Except where these Conditions of Carriage state otherwise, we shall be liable to you only for compensatory damages which you are entitled to recover for proven losses and costs under the Convention.
- We shall furthermore not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising.
- Our Contract of Carriage with you (including these Conditions of Carriage and exclusions or limits of liability) applies to our Authorized Agents, servants, employees and representatives in the same way it applies to us. As a result, the total amount you may recover from us and our Authorized Agents, servants, employees, and representatives shall not be more than the total amount of our own liability, if any.
- Unless we state otherwise, nothing in these Terms and Conditions of Carriage gives up or abandons any exclusion or limitation of liability to which we are entitled under the Convention or any laws which may apply.
- Nothing in these Terms and Conditions of Carriage prevents us from excluding or limiting our liability under the Convention or any laws which apply; or gives up any defense available to us under the Convention or any laws which apply; against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a customer.

20.2 Our Liability to Customers

Subject to the provisions of these Terms and Conditions of Carriage, the Convention and any applicable laws:

- Our liability for damage in the event of illness, injury, disability or death sustained by a Customer in the event of an accident shall be subject to financial limit, as defined by applicable law, convention or contract.
- We do not accept any responsibility for any illness, injury or disability, including death, aggravated by air travel where such travel posed a risk to the Customer due to age, physical or mental condition or for the aggravation of such condition.
- The obligation of insurance set out in current General Authority of Civil Aviation (GACA) Economic Regulations shall be understood as requiring that we shall be insured up to the limit of the liability.
- If we prove that the damage or loss was caused by, or contributed to by, the negligence or breach of these Terms and Conditions of Carriage or the failure to comply with applicable law, orders or requirements of any applicable country by the customer we may be exonerated wholly or partially from liability in accordance with the applicable law.
- We do not accept any responsibility for loss caused by our compliance with applicable laws, regulations, orders or requirements of any applicable country.
- We do not accept any responsibility for death, injury, disability, delay or loss caused by anything in Customer Baggage to the Customer or other persons or property including our property.
- We do not accept any responsibility for loss arising out of or in any way connected to the provision of transport and other services to the Customer including and without limitation any change to the transport or service described in or covered by the Booking information related to transport, service or pricing.

20.3 Our Liability for Damage to Baggage

- Our liability for delay, damage or loss to Hold Baggage is limited by the Convention, our regulations and these Terms and Conditions of Carriage and applicable law where an investigation determines that the delay, damage or loss resulted from an act or failure to act on our part with either the intention of causing the delay, damage or loss; or recklessly and with knowledge that delay, damage or loss would be the probable result. Our liability is limited and the settlement of a claim, if any, is based on weight and not value of your baggage.
- We shall not be held liable for damage or loss to Baggage caused by normal wear and tear, customer negligence or baggage that is in breach of our Terms and Conditions of Carriage.
- We shall not be liable in any way whatsoever for damage or loss to items which you are forbidden from including in your Hold Baggage under Article 9 of our Terms and Conditions of Carriage, the Convention and applicable laws. These items include without limitation dangerous goods, prohibited items, fragile, perishable or valuable items.
- If the weight of your Hold Baggage is not recorded on the Baggage Receipt, we shall presume it to be not more than the free Baggage allowance for the destination of carriage booked by you. Compensation for domestic flights is 1700 SAR as maximum per piece and not exceeding 1,000 SDR (Special Drawing Rights) in total for all baggage, and for International flights is thirty (30) USD per Kg to a maximum of thirty two (32) kg.
- You shall be responsible for any damage or loss caused by your Baggage to other people and property, including our property.

ARTICLE 21 Time Limitation for Claims and Actions

21.1 Notice of Claims

- If your Hold Baggage is damaged (including partial loss) you must file a written complaint to us, at the airport, immediately upon your discovery of the damage and before leaving the custom area of the flight on which you received the Hold Baggage.
- If your Hold Baggage is delayed, you must complete the appropriate documentation before leaving the airport from which you should have received your baggage. Failure to contact our Authorized

Agents in the airport and complete the documentation will result in the invalidity of any subsequent claim.

21.2 Limitation of Actions

You shall have no right to damages if an action is not brought within two (2) years where the Convention applies, calculated from the date of arrival at the place of destination; the date on which the aircraft ought to have arrived; or the date on which the carriage stopped.

21.3 Modification and Waiver:

None of our Authorized Agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage, unless expressly authorized by our Chief Executive Officer.

ARTICLE 22 flynas Regulations

Your carriage and that of your Baggage is also provided in accordance with certain other flynas regulations and conditions applying to or adopted by us. These regulations as varied from time to time, are important, and concern among other things:

- Fare Rules ○ Name change ○ Route change ○ Flight date/time change ○ Cancellation/Credit Shell ○ Grace period conditions
- Infant fare
- Baggage ○ Cabin Baggage ○ Hold Baggage ○ Excess Baggage charges ○ Maximum weight and dimensions of Baggage ○ Additional Fees and Charges ○ Travel Agent Charges ○ Call Centre Charges ○ Book and pre-pay Excess Baggage ○ Book and pre-pay Seat Selection
- Connecting flights ○ Domestic to domestic flights ○
  Domestic to international flights ○
  International to domestic flights ○
  International to international

flights

- Flynas Regulations are available in full on our Website

ARTICLE 23 Strictly Prohibited

You shall avoid doing any of the followings:

- **Screen scrapping** flynas.com,
- **Auto-fetching** data into flynas.com,
- **Showing fares** lower than flynas.com on any platform.

ARTICLE 24 Interpretation

The title of each Article of these Terms and Conditions of Carriage is for convenience purposes only, and shall not be used for interpretation of the text.

ARTICLE 25 Choice of Law and Jurisdiction

Unless otherwise provided by the Convention or any applicable law, regulations, orders or requirements (1) these Terms and Conditions of Carriage and any carriage that we agree to provide to you (whether relating to yourself and/or your baggage) shall be governed by the laws of the Kingdom of Saudi Arabia; and hence any and all disputes arising out of such carriage, in any way whatsoever, shall be referred to the Consumer

Protection Department at GACA subject to the Consumer Protection Regulations in the Kingdom of Saudi Arabia.

ARTICLE 26 Your Personal Information

You recognize that your personal data has been given to us and that we may use the personal information you have provided, including information about how you used our services and facilities ("Your Personal Information"), for the purposes of: Making a Booking and issuing an Itinerary; providing you with your transportation and any related services and facilities; accounting, billing and auditing; checking credit or other payment cards; immigration, customs and entry procedures; security, administrative and legal purposes; statistical analysis; ensuring our compliance with legal and regulatory obligations applicable to us; operating frequent flyer programs; systems testing, maintenance and development; customer relations; helping us in any future dealings with you; and direct marketing and market research. For these purposes, by finalizing your Booking, you authorize us to retain and use your personal information and to transmit it to our own offices; carriers and other companies involved in providing your transportation or related services and facilities; data processors working for us; our Authorized Agents; government and enforcement agencies; and credit and other payment card companies. This may involve sending your personal information outside the Kingdom of Saudi Arabia.

ARTICLE 27 OUR CONTACTS

Customer Service Unit
Email: customerservice@flynas.com
Phone: (966)112166666
Fax:(966)114634786
Work Hours: Sunday toThursday from 8:30 am to 5:30 pm (KSA time)

CallCentre
Phone:(966)920001234
Work Hours: Twenty four (24) hours a day, seven (7) days a week
International number: 966 11434 9000

Company Name and Address of Carrier flynas Company

8018 Bakr As Siddiq - Ar Rabi Ar
Riyadh 13316 – 4040
Saudi Arabia