

LĀNA‘I AIR

All transportation of passengers and baggage for Lāna‘i Air is operated by Mokulele Airlines, and is subject to the following terms and conditions. By purchasing a ticket (on demand/charter) for air transportation, or by accepting transportation, the passenger agrees to be bound thereby. These terms and conditions apply to flights on Lāna‘i Air operated by Mokulele Airlines, hereinafter referred to as “MOKULELE AIRLINES”.

Rule 1. Applicable Law

These terms of transportation shall be interpreted and enforced in any court of competent jurisdiction, including a court within the jurisdiction of the passenger’s residence in the United States (provided that Mokulele Airlines, Inc. does business in that jurisdiction).

Rule 2. Reservations Confirmation/Fare Rules/Disclosures

- A. A reservation for space on a given flight of MOKULELE AIRLINES is valid when the availability and allocation of such space is confirmed by MOKULELE AIRLINES or an authorized agent of MOKULELE AIRLINES. Subject to payment or other satisfactory credit arrangements, a validated ticket will be issued by MOKULELE AIRLINES or the authorized agent of MOKULELE AIRLINES indicating such confirmed reserved space.
- B. When a reservation is cancelled 72 hours prior to departure date, there shall be no cancellation fee and ticket/charter is fully refundable.
- C. **For tickets purchased prior to July 10, 2018** - When a reservation is cancelled within 72 hours of departure date, Customer shall pay a cancellation fee of fifty percent (50%) of the ticket/charter. If a reservation is not cancelled prior to departure, Customer shall pay a cancellation fee of one hundred percent (100%) of the ticket/charter.
- D. **For tickets purchased on or after July 10, 2018** – If a reservation is not cancelled prior to 72 hours to departure, Customer shall pay a cancellation fee of one hundred percent (100%) of the ticket/charter.
- E. Upon request, MOKULELE AIRLINES will disclose general information regarding aircraft configuration, for the aircraft type on which the passenger is booked. Variations may occur within an aircraft type.
- F. Personal Data. The customer recognizes that personal data has been given to MOKULELE AIRLINES for the purposes of making a reservation for carriage, obtaining ancillary services, and making available such data to government agencies. For these purposes, the passenger authorizes carrier to retain such data and to transmit it to its own offices, other carriers, or the providers of such services, in whatever country they may be located.

Rule 3. Cancellation of Reservations

MOKULELE AIRLINES has the right to cancel reservations of any passenger whenever such action is necessary to comply with any governmental regulation, upon any governmental request for emergency transportation in connection with the national defense, or whenever such action is necessary or advisable by reason of weather or other conditions beyond MOKULELE AIRLINES's control, including Force Majeure events.

Rule 4. Tickets and Ticket Validity

- A. MOKULELE AIRLINES is a paperless ticket airline. Reference(s) to a 'ticket' can also include an electronic document that may reside solely in the MOKULELE AIRLINES reservation system.
- B. When more than one ticket must be issued to properly reflect all of the information required for a complete flight itinerary, the individual tickets will be cross referenced by their ticket numbers and are considered to be a single ticket or "Conjunction Ticket."
- C. MOKULELE AIRLINES will not be obligated to carry any passenger until the passenger has paid the applicable fare or has complied with credit arrangements established by MOKULELE AIRLINES. Only at that time will a ticket be issued.
- D. No person will be entitled to transportation except upon presentation of a valid ticket.
- E. Tickets are not transferable unless otherwise stated on the ticket at the time it was issued. MOKULELE AIRLINES is not liable to the owner of a ticket for honoring or refunding such ticket when presented by another person. If a ticket is in fact used by an unauthorized person with or without the knowledge or consent of the person to whom the ticket was issued, MOKULELE AIRLINES will not be liable for the destruction, damage, or delay of such unauthorized person's baggage or other personal property, or for the death or injury of such unauthorized person arising from or in connection with such unauthorized use. As used herein, "unauthorized person" means any person other than the person to whom the ticket is issued and who is entitled to be transported or a refund in accordance with the rules in this Contract of Carriage.
- F. A ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ticket or applicable flight coupons. A passenger holding an unused open dated ticket or portion thereof, or an exchange order for onward travel, or who wishes to change a ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.
- G. Period of Validity. Except as otherwise provided in this rule or required by the applicable local law of a foreign jurisdiction, any eligible ticket issued by MOKULELE AIRLINES or its authorized agent on MOKULELE AIRLINES ticket stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original ticket or, if no portion of the ticket is used, one year from the date of issuance of the original ticket.

Rule 5. Baggage Policy

- A. Lāna'i Air operated by Mokulele Airlines does not charge baggage fees.
- B. Each passenger may bring on board a personal item such as a purse, backpack, or laptop bag. Personal items must be small enough to sit on the customer's lap for the duration of the flight; our flights cannot accommodate overhead or underseat luggage. All other baggage must be checked in for loading into the luggage compartment.

- C. Space is limited, so we encourage a modest size and weight for all checked baggage. Each customer is allowed two (2) checked bags no more than 62 linear inches (length + width + height) and weigh no more than 50 pounds each. If we are unable to accommodate the baggage needs of all passengers on a single flight, we will include additional bags on the next available flight out.
- D. Restricted Articles:
1. No dangerous goods or hazardous materials will be accepted onboard any MOKULELE AIRLINES flight unless specifically exempted as dangerous goods or Hazardous Material by 49CFR Parts 171-180 and/or the International Air Transportation Association Dangerous Goods Manual.
 2. MOKULELE AIRLINES will not accept wet ice or items containing wet ice in checked baggage.
 3. MOKULELE AIRLINES will not accept the transport of hoverboards or any item resembling battery operated (particularly Lithium powered) skateboards.
- E. Dry Ice:
- Dry ice will be accepted for carriage in checked baggage or carry-on baggage as long as the ice is being used to keep an item cool. MOKULELE will accept no more than 5 pounds of dry ice, properly packaged per DOT Hazardous Materials Guidelines, per customer, and no more than 5 pounds of dry ice may be carried on board any turboprop aircraft. You must let the pilot know you are carrying dry ice.
- F. Sports Equipment:
- Sports equipment such as boogie boards, bicycles, golf equipment, and archery bow cases will be accepted as checked baggage by MOKULELE subject to the following conditions:
1. Boogie Boards (also, known as "Bodyboards") must be made of polypropylene or similar lightweight materials and must weigh 10 lbs. or less.
 2. Bicycles will only be accepted if the bicycle does not exceed the maximum width of 30 inches and can fit within the interior confines of the cargo area. The front tire and handle bars must be dismantled from the bicycle. MOKULELE is not liable for damage to bicycles.
 3. Golf Equipment should be appropriately covered (e.g., zipped and/or locked in a golf bag carrying case). MOKULELE is not liable for damage to Golf Equipment that is not contained in a hard sided case.
 4. Archery Bow Case containing bow(s), quiver of arrows and maintenance kit is accepted but may not exceed 50 inches in length.
- G. Surf Equipment:
- Surf equipment such as surfboard, wakeboard, wave ski, kite board, or standup board will not be accepted for travel due to structural limitations of our Pilatus PC-12 aircraft.
- H. Firearms and Ammunition:
- Acceptance of firearms and ammunition is at the sole discretion of MOKULELE staff and will be considered Sports Equipment only when permitted by governmental regulations.
1. Firearms will be accepted only from a customer who is 18 years of age or older. In accordance with U.S. Federal law, a passenger who presents baggage containing a firearm must declare and demonstrate that the weapons are unloaded.
 2. Advance arrangements must be made.

3. A declaration, signed by the passenger presenting such baggage and dated on the day the baggage is accepted for transportation, will be attached to the trigger guard on the inside of the case declaring that the firearms are not loaded.
 4. Rifles and shotguns must be packed in hard-sided locked cases. Containers must meet IATA requirements.
 5. Handguns must be packed in hard-sided lockable luggage. Baggage containing handguns must be locked at the time of acceptance by MOKULELE and the key or combination retained in the passenger custody.
 6. Baggage containing firearms will be transported in an area, other than the cockpit, that is inaccessible to passengers.
 7. Except for military missions (e.g., CRAF), at no time will fully automatic weapons be acceptable as checked or carry-on baggage.
 8. Properly packaged small arms ammunition up to a maximum of 11 lbs. (5 kgs.) may be checked as baggage. Ammunition must be packed in the manufacturer's original package or securely packed in fiber, wood or metal containers and the ammunition inside the container must be protected against movement. Ammunitions must be packed separately from the firearm. The passenger shall make a written declaration confirming that the above provisions are met. The maximum gross weight of ammunitions accepted for carriage on any one aircraft is limited to 70 pounds (31.8kgs). Ammunition with explosive or incendiary projectiles will not be accepted.
- I. Limitations of Liability for Baggage:
1. Liability for the loss of, damage to a passenger's personal property, including Baggage, when such personal property of baggage has been checked, is limited to USD \$3,500 per ticketed passenger. Passenger will be responsible for documenting and proving the actual value of the loss. MOKULELE AIRLINES shall not be liable for any consequential damages arising from the loss of or damage to baggage.
 2. MOKULELE AIRLINES assumes no responsibility or liability for personal items that are carried on board by the passenger.
 3. In the case of lost or damaged baggage, a preliminary notice of claim must be submitted to MOKULELE AIRLINES by the passenger within four (4) hours after arrival of the flight on which the baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at MOKULELE AIRLINES), no claim or action shall lie against MOKULELE AIRLINES.
- J. Exclusions from Baggage Liability:
1. Notwithstanding the foregoing limitations, MOKULELE AIRLINES shall not be liable for the loss of or damage to any fragile or perishable items, nor for loss of or damage to the following:
 - a. Antiques, artifacts, heirlooms, collectibles, religious items and artifacts
 - b. Frozen or preserved food and related items
 - c. Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl, or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles
 - d. Business equipment and business samples
 - e. CDs, DVDs, MP3s

- f. Chinaware, glass, ceramics, pottery
- g. Computer hardware/software and electronic components/equipment
- h. Items checked in sacks or paper/plastic bags that do not have sufficient durability, do not have secure closures or do not provide sufficient protection to the contents
- i. Items checked in corrugated/cardboard boxes, including cardboard boxes provided by MOKULELE AIRLINES, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag)
- j. Electronic and mechanical items, including cell phones, electronic games, and other related items
- k. Eyeglasses, binoculars, prescription sunglasses and non-prescription sunglasses and all other eye wear and eye/vision devices
- l. Garment bags not designed for travel
- m. Irreplaceable items
- n. Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.)
- o. Jewelry
- p. Keys
- q. Liquids, perfumes, liquor, jerkins
- r. Medicines, medical equipment
- s. Money, gift cards and gift certificates
- t. Natural fur products
- u. Perishable items such as food, seafood, tobacco and related items
- v. Photographic/cinematographic/audio/video equipment, cameras and related items
- w. Precious metals/stones
- x. Firearms and ammunition
- y. Sports equipment
- z. Tools, battery powered hand tools, tool boxes/containers
- aa. Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage
- bb. Silverware, knives, swords
- cc. Watches (timepieces)
- dd. Works of art such as paintings or sculptures; or
- ee. Any other similar valuable property or irreplaceable property included in the passenger's checked or carry-on baggage with or without the knowledge of MOKULELE AIRLINES.

2. MOKULELE AIRLINES shall not be liable for damage caused by a customer's property, whether such damage is to the customer's own property or to other's property.
3. MOKULELE AIRLINES shall not be responsible for damaged baggage that is received in such condition by another carrier when transferring to MOKULELE AIRLINES.
4. MOKULELE AIRLINES shall not be liable for damage to musical instruments.

5. MOKULELE AIRLINES shall not be liable for damage to strollers.
6. MOKULELE AIRLINES shall not be liable for damage to checked baggage which does not impair the ability of such baggage to function and specifically shall not be liable for damage arising from the normal wear and tear of handling, including minor cuts, scratches, scuffs, dents, punctures, marks or soil.
7. MOKULELE AIRLINES shall not be liable for loss of or damage due to normal wear and tear affecting protruding parts such as wheels or feet, external pockets, pull handles, hanger hooks, external locks, pull straps and security straps, unless the baggage handling determines the damage is a direct result that impairs the functionality of the baggage. All claims will be handled with careful and proper investigation. MOKULELE AIRLINES shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked or overweight baggage.
8. MOKULELE AIRLINES shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to over packed baggage.
9. MOKULELE AIRLINES shall not be liable for loss of or damage to articles which are strapped, fastened or otherwise secured to other checked baggage and which are not independently tagged and/or packaged. Such items include, but are not limited to, sleeping bags, luggage racks, luggage carriers and umbrellas.
10. MOKULELE AIRLINES shall not be liable for damage caused by improperly packed checked baggage.

Rule 6. Acceptance Of Children, Minors, and Infants

These are the general rules for acceptance of travelers under the age of 18:

- A. MOKULELE AIRLINES does not accept infants in incubation or infants under 7 days old.
- B. Infants, children, and minors will be considered "accompanied" when they are traveling with at least one parent or Legal Guardian when traveling on the same flight(s).
- C. Passengers under the age of 11 are deemed accompanied and will be accepted for transportation when traveling with a companion passenger who is at least 15 years of age. MOKULELE AIRLINES reserves the right to require a birth certificate (copy) as proof of age.
- D. Children who have reached their second birthday on day of travel are required to purchase a ticket and occupy a seat with their own seat belt in compliance with the U.S. Federal Aviation Regulations.
- E. Children under the age of two years (at time of travel), accompanied by an adult fare paying passenger and not occupying a seat, are "free of charge." The child must be carried in a parent's or legal guardian's lap during the entire flight and must be listed as a passenger in the reservation. The child is considered a "Lap Child." A maximum of one child permitted for each fare-paying adult. MOKULELE AIRLINES reserves the right to require a birth certificate (copy) as proof of age for all lap children, otherwise, the applicable fare will be charged. Arrangements for a lap child must be made directly with the MOKULELE AIRLINES Call Center. Additional children under the age of two years must occupy a seat and be ticketed at the applicable fare in compliance with the U.S. Federal Aviation Administration regulations.

- F. Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat (if not being carried by an adult passenger as a lap child). Infant/child seats:
 - 1. Must be FAA approved and be clearly marked with the original NHTSA (National Highway Traffic Safety Administration) label.
 - 2. Must be used in unoccupied aircraft seat and cannot be held in an adult's lap.
 - 3. Must remain properly secured to an aircraft seat at all times.

Rule 7. Passenger of Size

- A. A passenger of size is defined as a passenger whose body weight exceeds 350 pounds. Due to structural limitations of our Pilatus PC-12 aircraft, MOKULELE AIRLINES cannot accept for transportation, a passenger of size whose body weight exceeds 350 pounds.
- B. MOKULELE AIRLINES' policies and procedures are in compliance with the Federal U.S. Department of Transportation, 14 CFR Part 382.31 (d). MOKULELE AIRLINES may refuse to provide transportation to any passenger on the basis of safety, and may refuse to provide transportation to any passenger whose carriage would violate any Federal Aviation Regulations.

Rule 8. Special Services

- A. MOKULELE AIRLINES', incorporated policies and procedures comply with the U.S. Department of Transportation regulation "Nondiscrimination on the Basis of Disability in Air Travel" (14CFR Part 382).
- B. Definition of Non-Ambulatory under this Rule:
 - 1. Persons who are unable to move themselves or the need the support of another person to walk or move, not capable of caring for themselves without assistance throughout the flight are considered non-ambulatory. If a passenger uses a wheelchair for convenience, the passenger is not considered to be non-Ambulatory.
 - 2. A child or infant is not considered to be non-ambulatory merely because of his/her age, except when requiring an Infant Transport System.
 - 3. If the passenger can move himself/herself from his/her seat to the nearest entrance/exit without the aid of another person, the passenger is not considered to be non-ambulatory, regardless of the degree of impairment.
- C. Non-ambulatory passengers will not be permitted to board the Pilatus PC12 Aircraft due to the category and class of aircraft design and manufacture, and the absence of a flight attendant to offer any on-board assistance.

Rule 9. Medical Services

- A. Oxygen Service. Oxygen is not available on any MOKULELE AIRLINES operated flight due to aircraft limitations and US Federal Aviation Regulations.

B. Customer provided Portable Oxygen Concentrator (POC). Portable Oxygen Concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board flights operated by MOKULELE AIRLINES, at no charge, in accordance with specific FAA requirements and the following conditions:

1. Specific POCs currently approved by the FAA are (list current as of May 1, 2015):
 - a. AirSep FreeStyle (PDF)
 - b. AirSep LifeStyle (PDF)
 - c. AirSep Focus (PDF)
 - d. AirSep Freestyle 5 (PDF)
 - e. (Caire) SeQual eQuinox / Oxywell (model 4000) (PDF)
 - f. Delphi RS-00400 / Oxus RS-00400 (PDF)
 - g. DeVilbiss Healthcare iGo (PDF)
 - h. Inogen One (PDF)
 - i. Inogen One G2 (PDF)
 - j. Inogen One G3 (PDF)
 - k. Inova Labs LifeChoice Activox (PDF)
 - l. International Biophysics LifeChoice / Inova Labs LifeChoice (PDF)
 - m. Invacare XPO2 (PDF)
 - n. Invacare Solo 2 (PDF)
 - o. OxyLife Independence Oxygen Concentrator (PDF)
 - p. Precision Medical EasyPulse (PDF)
 - q. Respiroics EverGo (PDF)
 - r. Respiroics SimplyGo (PDF)
 - s. SeQual Eclipse (PDF)
 - t. SeQual SAROS (PDF)
 - u. VBox Trooper (PDF)
2. Other Portable Oxygen Concentrator brands and models may be carried in the cabin with batteries removed if they meet MOKULELE AIRLINES's carry-on size and weight requirements, or they may be carried as checked baggage. MOKULELE AIRLINES may accept other brands and models for use on board in the future as they become approved by the FAA and MOKULELE AIRLINES. Check with MOKULELE AIRLINES Reservations for current acceptable Portable Oxygen Concentrators.
3. Customers must satisfy specific requirements prior to boarding the aircraft. The customer:
 - a. Must provide 48 hours advance notice in the reservation record that he/she is planning to use a POC on board the flight.
 - b. Must have a signed written Doctor's statement that:
 - (1) States the user of the POC has the physical and cognitive ability to see, hear and understand the device's aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.
 - (2) States whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the customer's itinerary.
 - (3) Specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.

- (4) Will be reviewed at the airport prior to boarding and must be kept by the customer and provided upon request by MOKULELE AIRLINES personnel at any time during travel.
 - (5) Customers may use the Medical Verification Statement available by request from MOKULELE AIRLINES Reservations or MOKULELE AIRLINES's Director of Passenger Service.
 - c. Must ensure that he/she has ample batteries to power the POC for the duration of his/her flight plus three (3) additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used. MOKULELE AIRLINES does not have electrical power available for customer use on its aircraft.
 - d. Must ensure that all extra batteries are properly protected from short circuiting by either:
 - (1) Having recessed battery terminals or;
 - (2) Packing them so that the batteries do not contact metal objects including the terminals of other batteries.
- 4. Failure to meet the requirements will result in denied use of the POC during travel. Customers planning on traveling with POCs are solely responsible for advising MOKULELE AIRLINES as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet or directly with MOKULELE AIRLINES, in order to confirm specific requirements and to provide the airline with required information.
- 5. When connecting to or from any codeshare flight or any interline flight, customer is responsible for notifying and making independent arrangements directly with the other airline. The current FAA authorization enables but does not require airlines to accept POCs and some airlines may not accept them or may require a fee.
- 6. POCs are assistive devices for customers with disabilities. As such, they do not count toward carry-on or checked baggage limits, whether or not they are used on board. POCs must be placed on customer's lap for the duration of the flight.
- 7. MOKULELE AIRLINES is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the customer or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of MOKULELE AIRLINES.
- C. Medical Transport Services. MOKULELE AIRLINES does not provide transportation to passengers who must travel in/on a stretcher or infants who must travel in incubators or Infant Transport Systems.

Rule 10. Refusal to Transport

MOKULELE AIRLINES shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any passenger for the following reasons:

- A. Breach of Contract of Carriage – Failure by passenger to comply with the Rules of the Contract of Carriage.
- B. Government Request or Regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.

- C. Force Majeure and Other Conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond MOKULELE AIRLINES’s control including, but not limited to, acts of God, force majeure, strikes, civil commotions, earthquakes, volcanic activity, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
- D. Search of Passenger or Property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.
- E. Proof of Identity – Whenever a passenger refuses to produce identification satisfactory to MOKULELE AIRLINES or who presents a ticket to board and whose identification does not match the name on the ticket. MOKULELE AIRLINES will require identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding the aircraft due to Department of Homeland Security requirements.
- F. Failure to Pay – Whenever a passenger has not paid the appropriate fare for a ticket required for travel.
- G. Safety – Whenever refusal or removal of a passenger may be necessary for the safety of such passenger or other passengers or members of the crew, including, but not limited to:
 - 1. Persons whose conduct is disorderly, offensive, abusive, or violent;
 - 2. Persons who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
 - 3. Persons who assault any employee of MOKULELE AIRLINES, including the gate agents and flight crew, or any MOKULELE AIRLINES passenger;
 - 4. Persons who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
 - 5. Persons who are shirtless, barefoot, or not properly clothed or has strong and offensive body odor offending or disrupting other MOKULELE AIRLINES guests as solely determined by MOKULELE AIRLINES, its representatives, and/or any government authority or representative and/or any law enforcement representative, agent or authority;
 - 6. Persons who are unable to sit in a single seat with the seat belt properly secured;
 - 7. Persons who appear to be intoxicated or under the influence of drugs, unless the appearance of such condition is solely due to the person being a Qualified Individual with a Disability, in which case boarding will not be denied

(NOTE: If MOKULELE AIRLINES determines a passenger has engaged in the activity [ies] enumerated in G.1-7, such actions will constitute a Breach of the Contract of Carriage);

- 8. Persons who wear or have on or about their person concealed or unconcealed deadly or dangerous weapons (not to include law enforcement personnel who meet the qualifications and conditions established in U.S. F.A.R. 108.11);
- 9. Persons who are manacled;
- 10. Persons who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
- 11. Pregnant Passengers expecting delivery within seven days, unless such passenger provides a doctor’s certificate dated no more than 72 hours prior to departure stating that the doctor has examined and found the passenger to be physically fit for air travel to and from the destination requested on the date of the flight and that the estimated date of delivery is after the date of the last flight;

12. Persons with a communicable disease or infection known or reasonably believed by MOKULELE AIRLINES to pose a direct threat to the health or safety of others in the course of a flight. If a Qualified Individual with a Disability with such communicable disease or infection presents a medical certificate dated within ten (10) days of the date of the flight for which it is being presented to MOKULELE AIRLINES with specific conditions under which such person can travel and not pose a direct threat to the health and safety of other persons, transportation will be provided to such individual unless it is not feasible for MOKULELE AIRLINES to implement the conditions set forth in the medical certificate as necessary to prevent the transmission of the disease or infection to other persons in the normal course of flight;
13. Persons who cannot assist with their own evacuation during an emergency.
14. Persons who do not qualify as acceptable Non-Ambulatory Passengers. See Rule 8.
15. Prescribed medical marijuana is prohibited for transportation on ALL MOKULELE AIRLINES flights.

Rule 11. Smoking Policy

- A. Smoking of any kind is not permitted on any MOKULELE AIRLINES operated flights.
- B. MOKULELE AIRLINES does not allow the use of all simulated smoking devices, such as electronic cigarettes. Electronic-Cigarette "In-flight vaping" is prohibited onboard any MOKULELE AIRLINES flight. These devices can **only** be stored in your personal item and not in checked baggage, the e-liquid for these devices is limited to 3.4 ounces per passenger.

Rule 12. Privacy Notice

- A. MOKULELE AIRLINES is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when you book or purchase a MOKULELE AIRLINES ticket for transportation or if you participate in MOKULELE AIRLINES programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flier programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for goods and services and third party's goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining TSA clearance; complying with applicable laws; providing data to third parties or governmental agencies to comply with, or assist in the development of, security or safety measures for passengers, baggage or cargo, or to provide for the prevention or detection of imminent criminal acts or the apprehension or prosecution of offenders; protecting the legal rights of MOKULELE AIRLINES.
- B. Upon booking a ticket for transportation or purchasing other services, you authorize MOKULELE AIRLINES and its affiliates and authorized agents to (1) collect, process, retain and use, and (2) transfer to third parties, including other carriers and government agencies, for their use, processing and retention, such personal data as MOKULELE AIRLINES deems necessary to carry out the above-mentioned business purposes.

Rule 13. Passengers Requiring Assistance

- A. It is the policy of MOKULELE AIRLINES to provide equal opportunity for all would-be travelers. Accordingly, MOKULELE AIRLINES will not refuse to provide transportation to a disabled individual, who may be transported in accordance with the company's FAA-approved operating procedures, on the basis of his or her disability provided that he or she is able ascend and descend stairs without the use of a lift device. MOKULELE AIRLINES may refuse to provide transportation to any customer whose carriage may impair the safety of the flight in accordance with the provisions of this contract, and may refuse to provide transportation to any customer whose carriage would violate federal regulations (including FAA and TSA regulations) or the MOKULELE AIRLINES's company's FAA-issued operating manuals. In exercising this authority, however, our personnel will not discriminate against any disabled individual solely on the basis of the disability.
- B. For your safety, to travel in our Pilatus PC-12 aircraft, customers must be able to ascend and descend several steps to board the aircraft without the use of a lift device. MOKULELE AIRLINES's aircraft will hold only 8 passengers, and therefore MOKULELE AIRLINES is not required to provide enplaning or deplaning lift devices. Please refer to the Air Carrier Access Act, section 382.97 for more details.
- C. Customers who, because of age, mental or physical condition, disability or impairment, that requires individual attention or consideration to enplane or deplane an aircraft or to manage oneself during the flight in normal operations or emergency conditions, will be afforded a reasonable amount of assistance by MOKULELE AIRLINES employees. This assistance will be in a dignified, safe, professional and courteous manner and at all times. MOKULELE AIRLINES will consult with the customer about any assistance and special plans arranged on the customer's behalf. MOKULELE AIRLINES will extend this assistance to all qualified individuals with a disability as this legal term is more broadly defined to protect all those who may otherwise suffer from discriminatory practices. We do, however, ask that if any assistance is needed, that it be communicated at the time the reservation is made, so that staff can document your reservation and be prepared for your arrival at the airport.