

Article 1: Definitions and Interpretations

1.1 Title and Headlines The title and headlines of the Articles and paragraphs of these Conditions of Carriage are set down only to provide an overview and help with navigation through the document, and have no influence on the way the text is to be interpreted.

1.2 Definitions Unless a different meaning is obvious beyond all reasonable doubt from the immediate context, the following terms used in these Conditions of Carriage have the meanings set out as follows:

1.2.1 (a) –“We”, –“our”, –„us”, „ourselves“ and „Carrier“ stands for WOW air unless otherwise specified.

1.2.1 (b) –“You”, –“your” and “yourself” stands for the person who has entered into a carriage agreement with us, as well as for each person who, according to their Ticket, is carried or will be carried in an aircraft, except for cabin crew (see also the definition of –“Passenger“.)

1.2.2 “Convention” means each of the following agreements as applicable:- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, which was signed on 12 October 1929 in Warsaw (hereinafter referred to 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. 1 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 Additional Convention of Guadalajara (1961) -The Montreal Convention (1999)

1.2.3 “Airline Code” (Airline Designator Code) stands for the two figures or three letters which identify a particular Airline. Our Airline Code is –“WW”.

1.2.4 “Next of Kin” are people directly related to you (children, grandchildren, parents, grandparents), or up to three times removed (siblings, nephews/nieces, uncles/aunts), your spouse and people directly related to your spouse. Your life partner is understood to be your spouse if you both live under the same household.

1.2.5 “Authorised Agent” is a sales agent who we have selected to represent us in the sale of air travel services.

1.2.6 “Total Fare” is the total price which you must pay for the flight which you have booked with us, and is comprised of the Flight Fare and taxes according to Article 4.1. Other charges, fares, and extra services are not included in the Flight Fare according Article 4.2.

1.2.7 “Booking confirmation” is the code, which is given to you via E-mail by us or on our behalf, to identify your Flight Reservation. You will receive the booking confirmation following the completion of your reservation, once it has been processed and confirmed by us. It contains the Confirmation Number, the name of the Passenger, flight information and remarks.

1.2.8 “Check-in Deadline” is the deadline, set by the Airline or Authorised Agent, by which time you must have completed Check-in formalities and have obtained your Boarding Card.

1.2.9 “Coupon” means the Electronic Coupon which consists of data stored in our database which entitles the named Passenger to travel on the particular flight identified on it.

1.2.10 “Passenger” is any person, who according to the Flight Ticket, will or should be carried in an aircraft, with the exception of the crew members (see also the definition of –„you“ and –„your“).

1.2.11 “Flight Ticket” means the Electronic Flight Ticket or Booking Confirmation which is issued by us or on our behalf and contains the Agreement Conditions, remarks and the Coupons.

1.2.12 “Baggage” is your personal property, which you are taking with you on your journey. Unless otherwise stated, this comprises your Checked Baggage, Cabin Baggage, Odd-Size Baggage, and any assistive devices.

(a) “Checked Baggage” is Baggage which we take into our custody and for which we have carried out a baggage scan. Each piece of Checked Baggage must have your name or other personal identification attached to it, both inside and outside of baggage.

(b) "Cabin Baggage" is your Baggage, with the exception of your Checked Baggage. This baggage goes with you into the cabin of the plane. Each piece of Cabin Baggage must have your name or other personal identification attached to it, both inside and outside of baggage.

(c) "Odd Size Baggage" is Baggage that is not in a normal suitcase. Each piece of Odd Size Baggage must have your name or other personal identification attached to it, both inside and outside of baggage. For example Prams, strollers, children car seats, Snow ski equipment, Golf equipment, Wheelchair, Bicycles, Angling equipment, Diving equipment, Water ski equipment, Surfboard/kite boards, Windsurfing boards, Weapons and ammunition, Musical instruments, Fragile artwork

(d) "Excess Baggage" is baggage that passenger has not purchased baggage allowance for.

(d) "Baggage Check" is the part of the Flight Ticket, which relates to the carriage of your Checked Baggage.

(e) "Baggage Identification Tag" is a receipt, which is issued solely for the purpose of identifying Checked Baggage.

1.2.13 "Force Majeure" are unusual and unforeseeable circumstances outside of the Carriers control, the consequences of which could not have been avoided even if all reasonable action were taken and full attention given.

1.2.14 "Damage" refers to death, wounding or physical injury of a Passenger. This also refers to loss, partial loss, theft or other damage, which occur in connection with the carriage of Baggage or other incidental services carried out by us.

1.2.16 "Days" are calendar days, including all 7 days of the week. Not including the day on which the notification message is sent, nor the day when the Ticket is issued or when the Flight is taken.

1.2.17 "Tariff" means our published Fares, Charges and/or Conditions of Carriage. Our Tariffs can be inspected on request.

1.2.18 "Agreement Conditions" are the conditions, which are provided to you with your Flight Ticket or Booking Confirmation or are contained within them, are labelled as such and which refer to these Conditions of Carriage and statements.

1.2.19 "Stopover" is a scheduled stop during your journey at a point between take-off and landing locations.

1.2.19(a) "Agreed Stopover Locations" are the places which are named on the Flight Ticket or are published in our timetables as scheduled stopover points on your route, not including the initial take-off and final landing locations.

1.2.20 "Service dog" means a dog which has been registered and trained by a prescribed charity affiliated to the International Guide Dog Federation, Assistance Dogs International or Assistance Dogs Europe; to assist you if you are visually impaired, deaf or have a disability which consists of epilepsy, or otherwise affects your mobility, dexterity, physical co-ordination or ability to lift, carry or otherwise move everyday objects.

1.2.21 "Emotional support dogs" are dogs that provide comfort and support in form of affection and companionship for an individual suffering from various mental and emotional conditions. Emotional support dogs should be identified by wearing an emotional support dog vest or tag. Identification card that states that the dog is emotional support dog is requested when flying in addition to all necessary documents providing the certification of the dog as a trained emotional support dog.

Article 2: Applicability and Legal Validity

2.1 Legal Basis With the exception of the conditions in Articles 2.2, 2.4 and 2.5, these Conditions of Carriage are only applicable on Flights or Flight Sections, which carry our name or our Airline Code on the Flight Ticket.

2.2 Charter Traffic If carriage is offered through a charter flight agreement, these Conditions of Carriage are only applicable to the extent that they have been adopted into the charter flight agreement, by way of reference or other form of referral.

2.3 Codeshares For some services we have reached agreements with other Airlines, which are known as „Codeshares“. That means that even if you have made your reservation with us and have a Flight Ticket with our name or Airline Code on it, another Airline may be operating the aircraft from Iceland to Europe. However, each Codeshare partner has terms and conditions with respect to the operation of its own flights and may differ from those set forth in our Contract of Carriage with respect to flights operated by us.

2.4 Overriding Laws These Conditions of Carriage are applicable, unless they conflict with our Tariffs, binding legislation or binding official regulations, in which case the Tariffs, binding legislation or binding official regulations shall apply. The validity of the remaining Conditions of Carriage shall remain unaffected.

2.5 Precedence of the Conditions of Carriage over other Regulations In the case of conflicts between these Conditions of Carriage and other regulations for certain special cases issued by us as the basis of this contract, which are listed in Article 18, the Conditions of Carriage shall prevail, unless expressly stated otherwise.

Article 3: Flight Tickets

3.1 General Conditions When your booking is confirmed by us or by our Authorised Agent a carriage agreement is created, covering the Flight Ticket issued to you, these Conditions of Carriage and any special conditions referred to. The essential details of the Flight Ticket, in particular the flight number, date, arrival and departure airports and the Passenger name are also specified in your Booking Confirmation. Only those people will be carried by us, who are named as Passengers on the Flight Ticket. The Flight Ticket is not transferable to other people.

3.1.1 Document requirements Passengers must present valid passport on demand and are responsible for obtaining all the necessary travel documents, including visas and passports, and for complying with all laws, regulations and other provisions of government authorities related to travel in the countries the passengers are flying from and to, and through which they will transit. WOW air will not be liable for any consequences passengers may occur due to their failure to obtain such requisite documents or failure to obey such laws, regulations, requirements or order.

3.1.2 Traveling with a child All adults must, unsolicited, present a passport for the child (under the age of 18 years old). If a passport cannot be presented on demand, WOW air will refuse carriage. We recommend for every passenger travelling with a child to have legal documentation with them. These documents shall include a permission from the custodian to travel with the child. We will not be liable for any consequences passengers may occur due to failure to obtain a proof of agreement that they have permission to travel with the child.

3.1.3 Tickets transfer/changes Name change on U.S bookings is only allowed up to 72 hours prior departure. Name change on all other bookings need to be finalized with more than 24 hours to departure.

3.2 Passenger names The Passenger(s) named by you when booking and whose name appears on the Flight Ticket is deemed authorised to represent you in all contractual matters relating to this carriage agreement and is to be deemed full and final recipient of notifications and services provided by the airline, discharging the airline of any further duty with respect to these notifications and services.

3.3 Travel documents We only issue Electronic Booking Confirmation which passengers provide at check-in and boarding. You do not have the right to be carried until you provide us with conclusive proof of your identity by showing us your valid passport and your booking confirmation. The Electronic Ticket which was issued for you when you booked is identified by using the Confirmation Number, which you should therefore have with you at check-in and boarding. We reserve the right to turn away Passengers who cannot present valid passport or the requisite travel documents, e.g. visa, on demand.

3.4 Name and Address of the Airline Our name can be abbreviated in the Flight Ticket to our Airline Code or in other ways. The departure airport for the first section of the flight with our Airline given in the Booking Confirmation should be taken as our address.

3.5 One-way tickets to/and from USA If passenger fails to provide the evidence stated below, he/she will be denied boarding at the departure airport. Passengers will need either: 3.6.1. Confirmation of alternative return

travel within 90 days from arrival in the US 3.6.2. Documentation which states that the passenger is permitted to stay in the US for a longer period or permanently.

Article 4: Total Fare And Payment

4.1 Flight Fares Flight Fares are non-refundable except as otherwise provided in Article 10. Unless expressly stated otherwise, Flight Fares only cover carriage from the departure airport to the destination airport. Such carriage does not include a passenger's Baggage for which an additional charge is applied in accordance with Article 8. Ground transport services between airports and from airports and city centers are not included. Your Flight Fare is calculated with reference to our Tariff taking into account the standard prices on the issuing date for the flight date and route stated in the Flight Ticket. Changes to your flight date or route insofar as these are permissible at all can therefore affect the price payable, as described in Article 4.2. 4.2 Taxes, Charges and Fees Taxes, charges and fees, which are charged by the government, other authorities or by the operator of the airport, must be paid by you. When you purchase your Flight Ticket, you will be advised of taxes, charges and fees not contained in the Flight Fare, most of which are normally listed individually on the Flight Ticket and will be collected in connection with your initial purchase.

4.3 Currency Taxes, fares, fees and charges are payable in the currency of the country in which the ticket is issued, unless another currency is indicated by us or by our Authorised Agent, at or before the time payment is made (for example, because of the nonconvertibility of the local currency). We may, at our discretion, accept payment in another currency.

4.4 Payments

4.4.1 The Total Fare is payable immediately once the carriage agreement has been created (see Article 3.1).

4.4.2 The Total Fare is, in the absence of an arrangement which expressly states otherwise, payable by a credit card which we accept. On booking your flight, you grant us the right to debit your credit card account or debit your bank account.

4.4.3 If, by way of Booking Confirmation, we have accepted the method of payment which you have chosen, the Total Fare is deemed as provisionally paid, until we ascertain or have reasonable grounds to suspect that.

4.4.4 Cash is not accepted as a form of payment for baggage allowance and other services at the check-in counter. Debit- and credit cards are accepted (VISA and MasterCard).

Article 5: Reservations

5.1 Reservation requests

5.1.1 We only issue tickets together with a reservation. In the unlikely event that this is not the case and you are issued a ticket without a reservation, a reservation can be subsequently for a flight, as long as there are still places available in the appropriate Tariff category.

5.1.2 We or our Authorised Agents will register your reservation(s).

5.2 Changes to bookings

5.2.1 Flight bookings can be changed up to 4 hours before the scheduled departure of the original flight for the same flight route and the same Passenger, as long as seats on the new flight are available. It is not possible to change the Passenger or the flight route, subject to the fees described on our website.

5.2.2 We charge a fee for changes to bookings, which you can find in our table of charges on our website. If the Total Fare for the new flight is higher, you must also pay the difference in fare. If the new flight costs less, we will not refund the difference.

5.2.3 Changes to bookings are carried out via us or our Authorized Agents. It is only possible to change a booking to a flight which, at the time of the booking change, is loaded into our reservation system and available for booking.

5.3 Occupation of seats We will endeavour to honour advance seating requests by extra charge, however, we cannot guarantee any particular seat. WOW air charges additional amount for that service. You can see more information about prices on our webpage. However, we reserve the right to allocate or reallocate seats at any time, if we deem it necessary for reasons of flight safety, security or for operating reasons. We are furthermore entitled, but not obliged, to grant Passengers priority in choosing a seat on the basis of the order in which they checked in. If a Passenger has paid for a seat, and does not get it, WOW air will repay the amount already paid for the advance seating requests by showing the boarding pass where it is stated what seat you were handed out in check in. Once you have selected and paid for certain seat you can not change it and/or get refunded.

5.4 Cancellation of Reservations If we cancel your reservation your Flight Ticket will become invalid at the latest after the completion of the flights concerned. The only case in which this does not apply is when these flights were previously rebooked, or if you have the right to rebooking regardless, according to the terms of these Conditions of Carriage.

Article 6: Check-in and Boarding

6.1 Check-in

6.1.1 Passenger shall arrive at our check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures and in any event no later than the time that may be indicated by us. Boarding and check-in deadlines may be found on our website and are available by contacting us or our authorised agents. Carrier starts check-in at airports 2 hours before the originally scheduled departure time and closes the check in 45 minutes before the originally scheduled departure time. However, checkin at San Francisco (SFO), Chicago (ORD) and Los Angeles (LAX) closes 60 minutes before the originally scheduled departure time. In all cases, check-in time does not change unless passengers are sent notifications from us informing them of a changed check-in time. If the passenger fails to arrive in time at Carrier's check-in location or boarding gate or appears improperly documented and not ready to travel, Carrier will cancel the space reserved for the passenger and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

6.1.1.1 (a) All passengers, including children and infants, must present a valid passport at check-in. This applies, irrespective of national/international travel regulations, also to flights to and from Member States of the Schengen Agreement. On international flights, national immigration and exit regulations must also be observed and the necessary identity papers and other documents, such as visas, must be produced. We might refuse you at check-in if these documents cannot be shown.

6.1.1.2 (b) The names on the Passport and on your Flight Ticket (Booking Confirmation) must be the exactly same. Only Passengers who have made a booking can be checked in. It is not possible to make changes to a booking (changing the Passenger) once booking has occurred.

6.1.1.3 (c) Passengers and their Baggage will be subjected to security screening by us and airport officials. We are therefore entitled in accordance with Article 7 to search you and your Baggage. Certain items may not be carried into the cabin or are prohibited from being transported in the aircraft in any way. You should therefore closely observe these particular conditions set out in Article 7 when packing your Baggage. This will make our job easier and will spare you any trouble at check-in. When necessary we will have to ask you to transfer items from your Cabin Baggage into a piece of your Checked Baggage or even completely refuse to check in your Baggage.

6.2 Boarding gate Passengers should be at the boarding gate at least forty-five (45) minutes prior to departure. Boarding closes fifteen (15) minutes prior to departure. If you arrive later than this at the boarding gate you may not be accepted for travel.

6.3 Boarding and check in deadlines. If Passengers do not present themselves at our boarding desk or check-in desk by the deadlines stated by WOW air or its Authorised Agent, their reservation will be canceled. The flight will under no circumstances be held, and passengers will be denied boarding at their own expense. WOW air is not liable for any loss and expense Passengers incur due to their failure to comply with the provisions of this clause.

Article 7: Refusal and limitation of Carriage

7.1 The right to deny carriage We can refuse to carry, or to carry any further, you or your Baggage, if we have reason to believe, on the basis of certain facts.

7.1.1 this is necessary to observe current legal regulations, or orders and regulations of authorities;

7.1.2 carrying you or your Baggage could endanger the health or safety of others or could interfere with the physical welfare of other Passengers or the crew;

7.1.3 your physical or mental state, including if under the influence of drugs or alcohol, poses a risk or a danger to you, to other Passengers, the crew or the property of others;

7.1.4 you have committed an offence as described in Article 11 on a previous flight and we have reason to suspect that you could repeat such behaviour;

7.1.5 you have refused to cooperate with a security check;

7.1.6 you have not paid in full any Flight Fares, taxes, charges or other fees levied by us;

7.1.7 you are not in possession of valid travel documents, you wish to enter a country which you are only entitled to travel through or for which you have no valid travel documents, you destroy your travel documents during the flight or you refuse to hand over your travel documents to the crew in exchange for a receipt when asked to do so;

7.1.8 you are unable to prove that you are the person named in the Flight Ticket (Booking Confirmation);

7.1.9 you fail to follow our instructions relating to flight safety or security;

7.1.10 you present a Flight Ticket or Booking which has been obtained unlawfully or has been purchased from a source other than us or our Authorised Agents, or which has been reported lost or stolen.

If We refuse to carry you or your Baggage due to one or more of the circumstances described above, we may cancel the Booking with no liability to refund the Flight Ticket or for other expenses.

7.2 Fraud or Unlawful Activity Payments must be authorised by the cardholder named in the Booking. We withhold the right to cancel your Flight without prior notice if:

7.2.1 the cardholder did not authorise the payment and he, his bank or his card issuer claims, that the Booking is fraudulent; and/or **7.2.2** We reasonably suspect that the cardholder or passenger is connected to fraudulent activity; and/or **7.2.3** you cannot provide contact information for the cardholder.

7.3 Passengers who require special assistance

7.3.1 We recommend that bookings for Passengers with special needs be made via our call centre within 48 hours before departure. If a booking has been made via the internet, the call center should be informed as soon as possible and in detail of the assistance requested, along with the Confirmation Number of the flight concerned.

7.3.2 Expectant mothers will be accepted for travel until the end of week 27 of pregnancy. Expectant mothers between week 28 and 36, must at time of check-in, be in possession of a medical certificate stating fitness for travel along with estimated date of birth issued within 7 days prior to commencement of travel. After week 36 of pregnancy it is not permitted to fly with us.

7.3.3 Unless an arrangement has expressly been made to the contrary, the following rules apply:

7.3.3 (a) Passengers with special needs may not sit in exit seat rows and front row.

7.3.3 (b) Passengers' foldable wheelchairs can be carried in addition to the normal Baggage allowance, at no extra charge. However, it is not possible for us to carry wheelchairs with batteries which are not sealed or which are not leak-proof. It is only possible for us to carry a group of more than 10 passengers with wheelchairs by prior arrangement. No limit on wheelchairs on US flights.

7.3.3 (c) For Passengers who have no mobility, or who cannot walk without help, or cannot climb the steps into the aircraft or cannot walk longer distances, wheelchairs are provided at the airport. It is not possible to transport ill people who must lie horizontally, i.e. who would require a stretcher, on our flights.

7.3.3 (d) Service dogs may accompany passengers with disabilities. However, special rules apply for the United Kingdom and Ireland relating to the import and export of animals. We would ask you to seek information from their website at <http://www.defra.gov.uk> if you are travelling to United Kingdom and <https://www.agriculture.gov.ie/pet> if you are travelling to Ireland. Passengers must also seek information for other countries and ensure that they fulfill all legal requirements and permits. For travel to Iceland, information can be found at <http://www.mast.is>

7.4 Carriage of Children

7.4.1 We may carry children who are not younger than 5 years old at a Unaccompanied Minor (UMNR) status. These children pay full adult price. They are provided with assistance by our personnel. These passengers may incur an extra charge for the UMNR service as specified on our website. UMNR are only allowed on direct flights, point to point, to and from Keflavik.

7.4.2 Children who have not yet reached their second birthday on the day of travel will be carried as long as they sit on the lap of the adult who is accompanying them. Otherwise children and young people pay the same Tariffs as adults. There are no child seats on board our aircraft.

Article 8: Baggage

8.1 Included in Flight Fare Included in the Flight Fare is one personal item with a maximum weight of 10 kg and no bigger than 42x32x25 cm including wheels and handles. All other baggage is chargeable in accordance with our Optional Fees & Charges visible on our website.

8.2 Baggage Incurring an Additional Charge

8.2.1 Cabin baggage is accepted upon charge and chargeable in accordance with our Optional Fees & Charges visible on our homepage. Combined dimension on cabin-in bag may not exceed 56x45x25 with maximum 12 kg.

8.2.2 Check-in baggage is accepted upon charge and chargeable in accordance with our Optional Fees & Charges visible on our homepage. Combined dimensions on check-in bag may not exceed 158 cm/62 inches with maximum 20 kg.

8.2.3 Odd-size baggage is accepted upon charge and chargeable in accordance with our Optional Fees & Charges visible on our homepage.

8.2.4 Excess baggage is accepted of/up to maximum 32 kg per bag, if capacity is available. This is charged per each kg that goes over the 20 kg limit and charged in accordance with our Optional Fees & Charges visible on our homepage.

8.3 Cargo We do not carry cargo on our flights, however Cargo Express services cargo on our flights. Baggage can therefore only be carried as either Cabin Baggage or Checked Baggage and must be carried together with a passenger.

8.4 Packing Conditions All baggage should be packed in accordance with our packing conditions published on our website, but always in such a way where it can withstand normal luggage handling and where damage will not occur during transport. Certain items are not designed for air travel and needs extra protection such as skis, golf equipment, music instruments, baby stroller, car seats, bicycles. It is your responsibility to properly

pack your luggage and provide the baggage with the extra protection it needs. Each passenger is solely responsible for packing their luggage in such a way that the contents cannot be damaged. This varies between items and what kind of protection they may require.

We strongly recommend our passengers to take out travel insurance. All checked baggage must be clearly marked with name, e-mail, phone number and address. Please note that baggage that is packed only in a plastic bag is not considered to fall under normal packaging conditions.

8.5 Items which will not be accepted as Baggage

8.5.1 Your Baggage must not contain: (a) Items which could be used to endanger the aircraft or people or property on board. These are individually listed in the Dangerous Goods Regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA). This applies in particular to: – gas bottles, deep frozen flammable, non-flammable and poisonous gases such as butane, oxygen and propane, including butane gas, camping gas and blowtorches, – CS and pepper sprays and all sprays which inhibit or influence movement or normal behaviour, – flammable liquids and solids such as for lighters or heating units or such as paint and matches, – poisons such as insecticide, weedkiller, arsenic and cyanide, – radioactive material, oxidising materials and organic peroxides such as bleach and fibreglass repair boxes. Lithium batteries are not permitted under any circumstances. – infectious substances such as bacteria and viruses – irritating substances such as mercury, acids, alkaline substances and wet cell batteries. Please note that matches and lighters may only be carried in Cabin Baggage and only in quantities which are usual for personal use, but may not be carried in Checked Baggage.

Please note that this is not a complete list of objects that may be forbidden on board the aircraft. If you are unsure about what items you may take with you please refer to our Customer Service Center.

(b) Items, whose carriage is forbidden owing to the national legislation or official regulations of a country, via which or to which the aircraft is flying.

(c) Items which are justifiably judged by us as unsuitable for carriage in the type of aircraft being used for the flight, because they are dangerous, or because of their weight, odour or content, their size or shape or because they are in any way delicate, fragile or perishable, or because they will unacceptably affect the comfort of other Passengers.

(d) Firearms and explosives, handguns, automatic weapons, ammunition including blanks, gun sights, fireworks, flares, smoke canisters and fire-crackers.

8.5.2 Firearms for sporting and competition purposes may be carried in Checked Baggage when it is declared at check-in and appropriately packed. Special check-in times apply in this case, which you should enquire about with us beforehand.

8.5.3 Weapons, such as antique firearms, swords, knives, and similar items can also be accepted as Checked Baggage at our discretion. They are, however, not allowed in the aircraft cabin.

8.5.4 We will not carry wheelchairs, unless they have sealed and leak-proof batteries, stretchers, prams, or motors.

8.5.4 Notice of baggage liability limitation

(a) For flights that do not include a point of origin or destination in the United States and the booking was not made on the US website, you must not include in your Checked Baggage fragile objects, perishable or valuable objects, such as money, jewellery, precious metals, keys, laptop computers and precious stones, money, security documents, briefcases and attach cases with alarms installed, medicines, medical certificates or identity documents in your Checked Baggage since our liability for any loss, damage and delay to baggage is limited.

(b) For flights that do include a point of origin or destination in the United States and the booking was made on the US website, we recommend that you do not place in your Checked Baggage fragile objects, perishable or valuable objects, such as money, jewellery, precious metals, keys, laptop computers and precious stones, money, security documents, briefcases and attach cases with alarms installed, medicines, medical certificates or identity documents in your Checked Baggage since our liability for any loss, damage and delay to baggage is limited

8.5 (b) Onward flight and interline baggage. We are not involved in any interline cooperation with other airlines. This means that you will have to treat flights with us and other airlines as if they are the first flight in your journey, except when buying onward flight in one booking with us, i.e. single Confirmation Number. You will always have to collect your baggage, go through the passport control and customs and then check in again from our point of departure, except if you're are a travelling in one booking with us. We do not accept any liability for any kind of cost or issues arising from bags being interlined on our flights without our acceptance. It is in your interest to observe the check-in times and other requirements of all airlines concerned. We will not take any responsibility whatsoever for your flights with other carriers, and we do not undertake that your flight with us will arrive in time for you to connect with an onward flight provided by us or another airline.

8.6 Refusal of Baggage

8.6.1 Baggage that has not been paid for will not be accepted on board our aircraft or which exceeds our maximum weight of 32 kg for checked in baggage.

8.6.2 Baggage that we justifiably consider not be suitably and securely packed as mentioned in Article 8.4. We can refuse to carry Baggage when we justifiably consider it to be not suitably and securely packed in a container fit for the purpose.

8.7 Right to Search Baggage For reasons of flight safety and security your baggage may be searched and examined. If we cannot contact you, your Baggage can be searched in your absence. According to Icelandic laws the passenger or someone he names for his behalf has to be present during the search. This sentence only applies on US soil. The purpose of this search is to ascertain that your baggage does not contain any items described in 8.5. If a search or examination causes damage or injury to you or an x-ray or examination damages your Baggage, we are only liable for such damages, if we have caused them through negligence of our duties. If a search or examination made by local authorities causes damage to your baggage or injury to you, we are not liable for any such damage.

8.8 Collection and Delivery of Checked Baggage

8.8.1 You are required: To collect your Baggage as soon as possible at the destination or a stopover. If you do not collect your Baggage within a reasonable time, we may charge a storage fee in accordance with our Tariffs. If you do not claim your Checked Baggage within three months we may dispose of it without any liability. We will, however, make a reasonable effort to contact you first. Except as required by applicable law, we accept no responsibility or liability for Baggage that a Passenger fails to claim at the destination airport.

8.9.2 Only the person who can show a baggage check and baggage identification tag is entitled to delivery of the checked baggage. We have the right to give Checked Baggage to the holder of the Baggage Check, if issued, and the Baggage Identification Tag, without further checks as to this person's entitlement to the Baggage. This is unless circumstances have been made known to us which give us cause to doubt the entitlement of the Baggage Check holder to the Baggage.

8.9.3 If a person who requests a piece of Checked Baggage cannot produce the Baggage Check, if issued, and the Baggage Identification Tag, in order to identify the Baggage, we will only issue the Baggage to this person if he or she can prove to our satisfaction their entitlement to the Baggage.

8.9 Animals We do not accept live animals on board our flights, except Service and Emotional Support dogs. Please see 8.9.a

(a) Dogs, who are accompanying passengers with disabilities will be carried free of charge in addition to the normal Free Baggage allowance. Dogs who are accompanying passenger as an emotional support will be accepted if the flight is to or from the US and the booking was made on our US website. Passengers who wish to travel with a service or emotional dog must inform us by calling +354 5903000 and send us an email to wow@wow.is.

To make sure that all the necessary measures are taken you must also check in at least two hours before the planned departure time of your flight. Please also note Article 7.3.3 (d). (b) We are not responsible for a dog, whose export, import or health certification documentation or other documents, which are necessary for the import or transit of the animal into a country, state, or territory, are incomplete or not in order. You and the Passenger who is travelling with the dog, are liable and responsible for all fines, costs, losses, and obligations which incur to us or are imposed on us through such incomplete documentation.

Article 9: Schedules, Delays, Cancellation of Flights

9.1 Schedules

9.1.1 We will do our best to adhere to the published timetable for the day of carriage. Times indicated in timetables or elsewhere are not guaranteed and may change between when the timetable is published and the date the passenger wishes to travel.

9.1.2 Before we accept your booking we will indicate to you the scheduled flight time, which is applicable at this time and this will be given on your Flight Ticket. It is however possible that we will have to change the scheduled flight time after we have sent you your Booking Confirmation. We will inform you of these changes using the contact information you or your travel agency provided during booking.

9.1.3 Please note when planning your journey, that we do offer connecting flights between certain cities. Should you still wish to combine more than one of our flights on two separate tickets, or combine one of our flights with a flight from another airline, you do so at your own risk.

9.2 Cancellation, Diversion, Delays, etc.

9.2.1 We do not guarantee your flight will be operated by any aircraft specified in our timetable and reserve the right to substitute aircraft as may be necessary from time to time. Sometimes, we may need to change the aircraft type or use another airline's aircraft and in these circumstances we cannot guarantee that you will always receive the same level of in-flight service and baggage allowances as WOW air provides

9.2.2 In case of a flight cancellation, flight change, flight delay or denied boarding, we will give you additional assistance, such as compensation, refreshments, etc., if required to do so by law. We will have no further liability to you.

9.2.3 To be eligible for any rights to compensation or associated costs according to Regulation EC 261/2004 you must first submit a complaint to us through mybookings on our website. This clause 9.2 only informs you of your rights under Regulation EC 261/2004; it does not give you any additional contractual rights. In other words, WOW's commitment to comply with applicable law does not enlarge the scope of passenger rights and remedies available under the law; expand the forums in which relief can be sought; or impose any additional contractual rights or obligations on either you or WOW.

Article 10: Rules Governing Refunds

10.1 General - Non-Re-fundability

10.1.1 All monies paid for Flight Fares (including any card charges and/or other fees) and/or extra services (such as luggage allowance), are non-refundable, except as otherwise provided in these Conditions of Carriage. For the avoidance of doubt, we do not offer refunds in the event of passengers being unable to fly due to any change in personal circumstances, including but not limited to medical grounds, except as otherwise provided in these Conditions of Carriage. The right to withdraw from or cancel the carriage agreement, as well as a right to a partial or full refund of the Total Fare exists only insofar as this is explicitly allowed by these Conditions of Carriage.

10.1.2 All refunds will be subject to the applicable laws, rules and regulations of Iceland, as well as all the applicable Conventions.

10.2 Cancellation protection

10.2.1 If you purchased WOW air's cancellation protection, Flight Fares and/or extra services may be refundable, subject to WOW air's cancellation protection terms and conditions as they are from time to time on our website.

10.3 (a) Cancellations within 24 hours of making a purchase (US bookings only) 10.3(a).1 If you made a booking on our US website for a flight to and from USA you may cancel your booking within 24 hours of making the original booking and receive the applicable refund, provided that you send us a written confirmation of the cancellation to our email address wow@wow.is within 24 hours of making the original booking.

This clause only applies for flights with departures more than 7 days away from the date of purchase. Refund according to this clause includes all extra services, such as luggage allowance.

10.3 (a) 2 If you made a booking on our US website for a flight to and from USA and you cancel your booking 24 hours after you have made the booking, or if you cancel your booking by other means than sending us a written confirmation of the cancellation to our email address wow@wow.is, or if your flight departs within 7 days from the purchase, no refund will be paid.

10.3 (b) Cancellations within 14 days of making a purchase (Israel bookings only) 10.3(b).1 If you made a booking on our Israel website for a flight to and from Israel you may cancel your booking within 14 days of making the original booking and receive the applicable refund, provided that you send us a written confirmation of the cancellation to our email address wow@wow.is within 14 days of making the original booking. This clause only applies for flights with departures more than 7 days away from the date of purchase. Refund according to this clause includes all extra services, such as luggage allowance.

10.3 (b) 2 If you made a booking on our Israel website for a flight to and from Israel and you cancel your booking after 14 days, or if you cancel your booking by other means than sending us a written confirmation of the cancellation to our email address wow@wow.is, or if your flight departs within 7 days from the purchase, no refund will be paid.

10.4 Refunds of taxes Government taxes for unused flights may be refunded, provided that you send us a written request to our email address wow@wow.is within 30 days from the flight departure date. All other monies paid are non-refundable, except as otherwise provided in these Conditions of Carriage.

10.5 Refund Procedure The conditions set out in this article govern solely the manner in which refunds are to be made, once a refund has become payable as a consequence of a particular term in these Conditions of Carriage. In such a case the following is applicable:

10.5.1 Unless stated otherwise in these Conditions of Carriage, we are entitled to make a refund either to the Passenger named in the Flight Ticket or to the person who has paid for the Flight Ticket or upon production of conclusive proof of payment. When payment is made by credit card we will transfer the amount of the refund back to the credit card used unless agreed otherwise by us.

10.5.2 All claims for refund must be made in writing and in accordance with these Condition of Carriage.

10.5.3 A ticket is only refundable if it accords with a confirmed ticket reservation and the Passenger has a ticket that, pursuant to these Conditions of Carriage at the time of issue, is deemed refundable, and we have received payment.

10.6 Currency We reserve the right to pay the refund in the same manner and in the same currency in which the ticket is normally paid for.

Article 11: Behaviour on board the Aircraft

11.1 General You can be removed from the aircraft and your further carriage may be refused, if it is our objective opinion that you are conducting yourself on board in such a way that you endanger the aircraft, any person or property on board, or that you are obstructing the crew in the performance of their duties or you have failed to comply with any instructions of the crew, including instructions relating to smoking, alcohol or the use of drugs, or if you are behaving in such a way which may cause objection, disturbance, damage or injury to other passengers or crew. We may take such measures as we deem necessary to prevent such behaviour from continuing, including physical restraint. If you fail to comply, the captain of the aircraft may decide to land the aircraft at the nearest location and offload the passenger. Claims will be made against you for diversion cost and your tickets will be invalid for further carriage. Details of your conduct will be reported to relevant authorities. You can be prosecuted for offences committed on board the aircraft.

11.2 Electronic Equipment For safety reasons we may limit or prohibit the use of electronic equipment, including but not limited to mobile telephones, laptops, recording equipment and radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. The use of hearing aids and heart pacemakers is permitted.

11.3 Alcoholic Drinks The consumption of alcoholic drinks brought on board by Passengers is not allowed.

Article 12: Agreements for Additional Services

12.1 If we make an agreement with a third party relating to additional services for you, in order to provide services other than carriage on board the aircraft, or if we issue a Flight Ticket or Voucher/Receipt in respect of carriage or services (other than carriage by air) which will be provided by a third party, such as hotel reservations or car hire, we shall be acting exclusively as an agent of the third party.

Article 13: Administrative Formalities

13.1 Travel Documents

13.1.1 You are responsible for acquiring all of the necessary travel documents and respecting all applicable laws, regulations, orders, directives and travel requirements of the countries in to which, from which and through which you are travelling.

13.1.2 Before the start of your journey you must submit all exit, entry, health and other documents, which are required by the country concerned by way of its laws, regulations, orders, demands or other requirements, and you agree to allow us to make and keep photocopies of these documents at our request.

13.2 Responsibility for fines, detention costs, etc.

13.2.1 If we are required to pay a fine or to pay detention costs, or other expenditure on account of your failure to respect or abide by the laws, regulations, orders, directives or other travel requirements of the countries concerned, or your failure to produce the necessary documentation, you are obliged to reimburse us on demand any expenses incurred by us. We may use the value of the unused portion of your ticket or your property which is in our custody as part settlement of this payment.

13.2.2 If you are refused entry into a country, you are responsible for paying us for the cost of carrying you out of that country. The price payable for carriage to the place where entry was refused or denied will not be refunded by us.

13.3 Customs inspections/searches/audits If required, you must allow customs or government officials to search your Baggage. We are not responsible for loss or damages which you suffer as a consequence of this search or as a consequence of your failure to comply with this demand.

13.4 Security search/inspection You are obliged to undergo any and all security searches by representatives of authorities, airport officials, other carriers or us.

Article 14: Order of Carriage

Carriage by us or by other Airlines on one Flight Ticket is seen as one instance of carriage in accordance with the Convention. However, please see Article 15.1.5.

Article 15: Liability for Damage

15.1 General

15.1.1 The liability of other Airlines who are involved in your journey is unaffected by the regulations set out in this Article and is governed by their own terms or applicable legal provisions.

15.1.2 In no case shall our liability exceed the amount of proven Damage. Our liability is limited to documented financial losses, and we will under no circumstances be liable for consequential losses, except as required by applicable law, including applicable Conventions.

15.1.3 We are only liable for indirect or consequential Damage if we have caused these intentionally or through gross negligence. This does not apply to indirect or consequential Damage arising from death, injury or health damage to a person, which arose from negligence of our duties. The terms of the Convention remain unaffected.

15.1.4 If the Damage was caused by or contributed to by the actions of the person who suffered the Damage, we may be exonerated wholly or in part from our liability in accordance with applicable law.

15.1.5 We are liable only for Damage occurring on our flights. If we issue a Flight Ticket for carriage on the flights of another Airline or accept Baggage for carriage on the flights of another Airline, we are solely acting as agent for that Airline. Nevertheless, in the case of Checked Baggage you have the right to claim compensation for Damages against the first or last Airline in a consecutive series of carriages as you see fit.

15.1.6 Except as may be required by the Convention, we are not liable for Damage arising from our compliance with any laws or government regulations, orders or requirements or for Damage which occurs when you or the Passenger do not comply with them.

15.1.7 Any exclusion or limitation of our liability shall apply to and be for the benefit of our Authorised Agents, employees or other representatives and any third party, whose aircraft is used by us, including the third party's Authorised Agents, employees and other representatives. The total amount which can be recovered from us and from such other people as compensation for Damage may not exceed the amount of liability applicable to us.

15.1.8 Unless expressly stated to the contrary, the conditions of this Article 15.1 also apply without restriction to the specific cases set forth in Articles 15.2 and 15.3.

15.2 Personal Injury or Death

15.2.1 The exclusions set out in the Convention and in applicable national law apply in full.

15.2.2 A Passenger whose age, mental or physical condition is such that carriage poses a danger to the Passenger his or herself, must inform us beforehand so that we can check whether and under what circumstances they may be carried without danger.

15.3 Damage to Baggage

15.3.1 Our liability for damage, destruction or loss of Baggage is limited to the maximum amounts for international carriage set forth in the Montreal Convention.

15.3.2 These limitations to liability do not apply if Damage was intentionally caused by us or through gross negligence, or if the Convention provides that such limitations do not apply.

15.3.3 Insofar as we prove that we or our staff have taken all necessary measures to avoid any Damage occasioned by delay or that it was impossible for these measures to be taken, we shall not be liable for such Damages.

15.3.4 If we prove that any Damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, we shall be wholly or partly exonerated from liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the Damage. When by reason of death or injury of a Passenger compensation is claimed by a person other than the Passenger, we shall likewise be wholly or partly exonerated from liability to the extent that we prove that the damage was caused or contributed to by the negligence or other wrongful act or omission of that Passenger.

Article 16: Time Limitation on Claims and Actions

16.1 Notice of baggage claims Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Such notification must be made in writing.

16.2 Limitations of actions Any right to Damages and / or compensation and / or any other relief whatsoever in relation to your booking shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

Article 17: Personal Data

17.1 You acknowledge and consent that your personal data is passed onto, retained and used by us for the following purposes: Carrying out a reservation, acquiring a Flight Ticket, acquiring additional service and carrying out payment, preparing and offering services, simplifying immigration and customs procedures, making fraud prevention checks and making this data available to government officials relevant to your journey, to protect our and others' rights, property or safety, or in response to requests from any government officials or legal process. To these ends you grant us the authority to gather, store and use this data and to transmit it to our offices, our Authorised Agents, government officials, other Airlines or to those who are providing the services named above.

Article 18: Other conditions

Carriage of the passenger and his/her baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us related to operational safety, punctuality and the passenger convenience. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, disabled passengers, pregnant women, sick passengers, restrictions on use of electronic devices and items, transportation of certain dangerous articles and the on board consumption of alcoholic beverages and smoking materials.

Regulations and conditions concerning these matters are available from WOW air upon request.

Article 19: Authorisation

No agent, employee or representative of WOW air is authorised to alter, modify or waive requirements stated in the conditions of carriage. Forum for disputes related to this agreement shall be as provided by the Montreal Convention.

Article 20: Choice of Law and Jurisdiction

20.1 Unless otherwise provided by the Convention or any applicable law these Conditions of Carriage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Iceland. **20.2** Unless otherwise provided by the Convention or any applicable law the Courts of Iceland shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Conditions of Carriage or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the WOW-air to take proceedings against you in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.