

FLAIR CFAR T&C's

Hopper Inc. ("**HTS**"), provides Cancel For Any Reason™ ("**CFAR**") to customers in connection with certain otherwise non-refundable bookings of Flair flights purchased by users ("**you**") through Flair's website and mobile web page (the "**Site**").

CFAR is provided subject to and in accordance with the terms and conditions set forth below (the "CFAR Terms"), HTS' general <u>Terms of Service</u> applicable to all HTS services, sites, and apps, and Hopper's <u>Privacy Policy</u>. By purchasing CFAR, you agree to the CFAR Terms, Hopper's general Terms of Service and Privacy Policy.

Your booking of Flair flight(s) and use of the Site may also be subject separately to Flair's <u>Terms of Use</u> and <u>Privacy Policy</u>. You acknowledge that, for the provision of CFAR by HTS, Flair will disclose to HTS the personal information you submit to Flair, which HTS will then use according to its own means and purposes, in accordance with its Privacy Policy, none of which are determined or controlled by Flair. You also acknowledge that this disclosure might result in this personal information being transferred to and stored within the United States of America, amongst other locations. By purchasing CFAR you consent to the foregoing on behalf of yourself and on behalf of any other person whose personal information you submit to Flair (in which case you have sought out and obtained the consent of these persons).

- **1. How it works**. If you have purchased CFAR through the Site in relation to a booking, you may cancel that purchased booking through FlyFlair.com and receive a full or partial refund, as provided in the below paragraphs. Neither documentation nor reason will be required in order to cancel. After the timeframe specified in Section 3 of these CFAR Terms has passed, CFAR will expire and any changes or cancellations to your booking will be subject to the fare rules imposed by Flair.
- **2. Cancel For Any Reason Purchase Price**. The fee to purchase CFAR is a service fee ("**CFAR Fee**"). Except in cases where you cancel your Flair booking within 24 hours of purchase, the CFAR Fee is always non-refundable, even if Flair cancels one or more of the flights on your booking. Note that CFAR must be purchased using a credit card and may be eligible for Uplift monthly payments.
- **3. Valid Cancelation**. Except as provided in Sections 6 and 7, in order to be eligible for a refund from HTS, you must cancel your booking on the "My Bookings" page on on FlyFlair.com at least

24 hours prior to the scheduled departure time of the first flight on the booking for which you purchased CFAR.

- **4. Form and Amount of Refund**. Upon a valid cancellation of your booking within the timeframe specified in Section 3 of these CFAR Terms, Hopper will refund to you the percentage of the cost that you selected for your purchased Flair flight including the base fare, surcharges and applicable taxes, fees and charges ("**TFCs**") but excluding any additional services, as specified in the CFAR option that you purchased. Such refund will be in the form described in Section 5 of these CFAR Terms. A valid exercise of a CFAR option entitles you only to the refund described above. No additional expenses other than the cost of the Flair air travel purchased through the Site will be reimbursed (including, for example, the CFAR Fee or any other purchased items such as travel insurance). The total amount covered is based on your original ticket and not for any subsequent tickets because of changes you made to your booking.
- 5. Getting Refunded by HTS. HTS utilizes PayPal's Hyperwallet payment services to deliver payments to you. Such payment services are subject to the Hyperwallet Terms of Service and the Hyperwallet Privacy Policy. Payments by HTS of reimbursed amounts will be processed within ten (10) business days. Hyperwallet is a service provided by a third-party not affiliated with HTS or Flair. To use Hyperwallet to receive your refund, you will need to enter into a direct contract with Hyperwallet and agree to comply with the applicable terms and conditions linked to above. Payout options made available to you will be chosen in the sole discretion of Hyperwallet and, depending on the options made available for you, you may be required to create an account with Hyperwallet, if you do not already have one, in order to receive your refund. If you do not have a Canadian bank account, your only payout option will be to receive a refund via PayPal, the funds will be delivered in Canadian or US dollars (at HTS' sole discretion), and you will be liable for the conversion fee applied by PayPal to the currency of the PayPal account. Before paying you your refund, Hyperwallet may be required to collect certain information from you in order to comply with anti-money laundering, sanctions and other requirements. Because you will enter into a contract directly with Hyperwallet, any liability or obligations Hyperwallet owes to you in relation to your use of Hyperwallet will be determined by your agreement with Hyperwallet, and not by Flair or HTS.
- **6. Exclusions.** CFAR is not available to exercise following the earlier of:
 - a. any voluntary cancellation by you during the Void Window;

b. a cancellation of any flight by Flair for any reason, including as a result of a force majeure event; or

c. any circumstance in which you have requested or are otherwise entitled to compensation from Flair under Flair's <u>Flexibility Policies</u> for any flight or booking subject to the CFAR.

In the circumstances described above, whether you are entitled to a refund of all or any portion of the amount you paid for your booking will be subject to the fare rules imposed by the airline or your ticket. In all cases described in this Section 6, the CFAR Fee will remain non-refundable.

7. Other Restrictions.

a. CFAR may only be purchased at the time of booking and may not be added after the booking.

- b. CFAR must be purchased for all passengers on the booking, and for all segments or legs of such booking. Exercising CFAR for any flight in the booking will result in a cancellation of all purchased flights for all legs or segments (i.e., outbound and return flights). If there is more than one passenger on the booking, the passenger who made the booking shall determine how to exercise CFAR which shall apply to any other passenger included on the travel itinerary, unless the booking is first split into two bookings.
- c. If you have split the booking into two bookings, the person who made the original booking will continue to control the option to cancel for any reason for all of the bookings, and this person may cancel one or more of the bookings. Each of these cancellations must be requested separately in the same way as for other bookings as described in these CFAR Terms, and the person who made the original booking will retain control over the person who receives the refund (in accordance with Sections 4 and 5) for each of the split bookings.
- d. If you make a voluntary change to your departure date, and the exclusions described in Section 6 do not apply, you can still cancel your trip for any reason, but your right to use CFAR will expire at the earlier of (1) the original cancellation deadline as described in Section 3 or (2) 24 hours prior to your newly scheduled departure for the first flight on your itinerary. If you cancel your booking after this time, you will not be entitled to any refund from HTS.
- e. If your purchased Flair trip flight been modified at your request after booking (including but not limited to a change in departure date as described above), and the exclusions described in Section 6 do not apply, you can still cancel your trip for any reason, but CFAR will apply only to the original amount of the purchased Flair flight and will not take into account any changes to the total purchase cost as a result of your decision to change the origin, destination or date of travel.
- f. HTS may not offer CFAR on every Flair flight. HTS reserves the right to deny the purchase of CFAR to any customer for any lawful reason.
- g. Except as otherwise explicitly provided in these CFAR Terms, CFAR is only valid for the booking for which CFAR was purchased, is not transferable and cannot be carried over to any future bookings.
- **8. Application of Certain Taxes**. The CFAR Fee paid for CFAR is inclusive of certain taxes. The fee paid for CFAR is subject to tax as set forth on the Site at the time of purchase.
- **9. Additional Information**. Certain jurisdictions, including Canada and the European Union, have adopted laws and/or regulations requiring airlines to compensate passengers in the event of certain cancellations, delays or other disruptions to scheduled air travel (a "**Passenger Rights Regime**"). You may have rights under these Passenger Rights Regimes even if you do not purchase CFAR. The value CFAR provides is as a quick and easy way for you to get a refund in the event you decide to cancel your flight, without having to go through your airline carrier. For more detailed information regarding the circumstances in which you may be entitled to a refund even if you do not purchase CFAR, see Flair's <u>Flexibility Policies</u>.
- 10. **Not Insurance**. Subject to the restrictions and exclusions described above, CFAR allows Flair airline tickets purchased on FlyFlair.com to be canceled for any reason without incurring

additional fees. HTS provides its customers with CFAR a more seamless and flexible experience. The CFAR Terms are not intended to constitute an offer to insure, do not constitute insurance or an insurance contract, and do not take the place of insurance obtained or obtainable by you such as travel insurance or coverage which can be obtained via purchases made with a credit card.

11. Modification. HTS may make changes or updates to these CFAR Terms at any time, at its discretion. HTS will provide notice of such changes by publishing an amended version of these CFAR Terms on the Site.

Date Published: 6 June 2024