Terms and Conditions

Lāna'i Resorts, LLC, is an agent for Western Aircraft, Inc. (WESTERN) under the trade name "Lāna'i Air" for its scheduled and on-demand charter flights within the State of Hawaii. Lāna'i Resorts is a United States Public Charter operator under Section 380.2 of the DOT regulations, 14 C.F.R. § 380.2, and has registered as an indirect air carrier under Part 380 for the public charters operated by Western Aircraft, Inc. under the trade name "Lāna'i Air."
Western Aircraft, Inc. is at all times the principal entity and licensed operator. Lāna'i Resorts, LLC, has no operational control of Lāna'i Air flights.

Western Aircraft, Inc. is a Commuter Air Carrier conducting scheduled, on-demand, and public charter flights.

Lāna'i Air is a trade name of **Western Aircraft, Inc.**

Lanai Resorts, LLC, is an agent for Western Aircraft, Inc., for its scheduled commuter and on-demand private charter flights within the State of Hawaii under the trade name "Lāna'i Air".

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Western Aircraft, Inc. is at all times the principal entity and licensed operator. Lanai Resorts has no operational control of Western Aircraft's flights operated under the Lāna'i Air trade name.

All transportation of passengers and baggage on Lāna'i Air, whether scheduled commuter, public charter, or on-demand private charter, is subject to the following Terms and Conditions ("Terms"). By purchasing a ticket for air transportation, or by accepting transportation, the passenger agrees to be bound to these Terms.

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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 (if Lāna'i Air does business in that jurisdiction).

Rule 2. Reservations Confirmation; Fare Rules; Disclosures

A. A charter reservation for a given flight on Lāna'i Air is valid when the availability and allocation of such space is confirmed. Subject to payment or other satisfactory credit arrangements, a validated ticket will be issued by Lāna'i Air indicating such confirmed reserved space.
B. When a ticket is purchased, the ticket is fully refundable within 24 hours of booking if travel is made 72 hours or more in advance of the flight's scheduled departure time.
C. When a reservation for any flight is canceled at least 48 hours prior to departure there shall be no cancelation fee, and all charges are fully refundable.
D. When a ticket is canceled less than 48 hours prior to departure, the ticket is nonrefundable; however, its value may be applied toward future travel within one year of the original date of purchase, subject to the restriction stated below in Rule 2, F. The new ticket must be of equal or greater value than the original ticket. No refunds will be provided.
E. When an entire plane has been chartered, the cancelation fee is 100 percent when canceled within 48 hours of scheduled departure time.
F. Any reservation changes must be done no later than two (2) hours prior to flight departure or your reservation will be canceled. You will then be considered a "No Show," and all ticket value will be forfeited.
G. Personal Data. The customer recognizes that personal data has been given to Lāna'i Air 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. Cancelation of Reservations

Lāna'i Air 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 Lāna'i Air's control, including force majeure events.

Rule 4. Tickets and Ticket Validity

A. Lāna'i Air is a paperless ticket airline. Reference(s) to a 'ticket' can also include an electronic document that may reside solely in electronic form.
B. Lāna'i Air will not be obligated to carry any passenger until the passenger has paid the applicable fare or has complied with credit arrangements established by Lāna'i Air. Only at that time will a ticket be issued.
C. No person will be entitled to transportation except upon presentation of a valid ticket.
D. Tickets are not transferable unless otherwise stated on the ticket at the time it was issued. Lāna'i

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Air 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, Lāna'i Air 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 these Terms and Conditions.

E. 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.

Rule 5. Baggage Policy

A. All baggage including carry-on baggage shall be transported in the onboard baggage compartment. Space is limited: we encourage modest size and weight for all checked baggage. Each customer is allowed at no additional cost two (2) checked bags no more than 62 linear inches (length + width + height) and weigh no more than 50 lb. each except as provided below, and one (1) personal item.

B. A personal item must:
   1. Not obstruct the access to, or use of, any required emergency or regular exit; and
   2. Must not obscure the view of the "seat belt" sign, "no smoking" sign, or any required exit sign.
   3. Personal items must be 15 lb. or less, and may include but may not be limited to:
      a. Laptop computers, personal cameras, and other electronic devices.
      b. Infant supplies.
      c. Briefcases, small backpacks, and purses.
      d. Reading material.
      e. Transport of unusual items will be assessed on a case-by-case basis.

C. If Lāna'i Air is unable to accommodate the baggage needs of all passengers on a single flight, remaining bags will be transported on the next available flight.

D. Baggage Fees.
   1. All charges shown are assessed per piece, each way, and are cumulative to other applicable charges unless otherwise stated. Luggage charges paid upon check-in are non-refundable.
   2. CHECKED BAGGAGE FEES
      i. 1st and 2nd checked bags: Free.
      ii. 3rd checked bag (up to 1 max per person): $25.
   3. WEIGHT CALCULATIONS and EXCESS WEIGHT FEES
      iii. Additional excess weight charge applies for each item more than 50 lb. and not more than 70 lb.: $35.
      iv. Items more than 70 lb. are not accepted.
   4. SIZE CALCULATIONS and OVERSIZE FEES
      v. Additional excess size charge applies for each item more than 62 linear inches (length + width + height): $35.
      vi. Items more than 80 linear inches are not accepted.
   5. MISCELLANEOUS FEES
      vii. Approved Sports Equipment (see section F below): $35.

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viii. Exempt and Assistive Items:
1. Both an exempt and assistive item will not count toward checked in baggage or a personal item allowance.
2. Both an exempt and assistive item will only be allowed if the item is traveling with the user. Child restraint systems not used during the flight will be placed in the cargo compartment.
3. Exempt items may include:
   a. FAA approved child restraint systems (CRS).
   b. Walking sticks, canes, and flexible travel canes.
   c. Service animals.
   d. Approved and non-approved Portable Oxygen Concentrators (POC).
   e. Medical aid equipment, including any mobility aid or assistive devices.

E. Restricted Articles:
1. Lāna'i Air is a will-not-carry hazardous materials (hazmat) certificate holder on all passenger flights. No dangerous goods or hazardous materials will be transported on any Lāna'i Air flight unless exempted in compliance with 49 CFR 175.10. Reference to https://www.faa.gov/hazmat/packsafe/ is recommended before travel for familiarization with restricted articles.
2. Lithium ion powered hover boards, self-balancing scooters, unicycle scooters, etc., may be carried like other portable electronic devices in carry-on baggage under the following conditions:
   a. No more than 160 watt-hour (Wh) capacity per battery. Proof of battery size (in Wh) is required.
   b. No more than two batteries per passenger.
   c. Batteries are allowed in carry-on baggage only: they are not permitted in checked baggage.
   d. Battery may need to be separated from device and must be protected from damage and short circuit.

F. Wet Ice:
1. Lāna'i Air will not accept wet ice or items containing wet ice in checked baggage.

G. Dry Ice:
1. Quantity limit: 2.5 kg (5.5 lb.) per person when used to pack perishables (hazardous materials are not accepted).
2. Packages must NOT be airtight and must allow the release of carbon dioxide gas and must be marked "DRY ICE" or "CARBON DIOXIDE, SOLID," and marked with the net weight of dry ice or an indication the net weight is 2.5 kg (5.5 lb.) or less.
3. You must let the pilot know you are carrying dry ice.

H. Sports Equipment:

Sports equipment such as boogie boards, bicycles, golf equipment, and archery bow cases will be accepted as checked baggage by Lāna'i Air 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 lb. or less.
2. Bicycles will only be accepted if the bicycle does not exceed the maximum width of 30

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inches and can fit within the interior confines of the cargo area. The front tire and handlebars must be dismantled from the bicycle. Lāna'i Air 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). Lāna'i Air is not liable for damage to golf equipment.
4. Archery Bow Case containing bow(s), quiver of arrows and maintenance kit is accepted but may not exceed 50 inches in length.

I. Surf Equipment:

Surf equipment such as surfboard, wakeboard, wave ski, kite board, or standup board will not be accepted for transport due to aircraft structural limitations.

J. Firearms and Ammunition:

Acceptance of firearms and ammunition is at the sole discretion of Lāna'i Air and in compliance with applicable laws and regulations.

1. Loaded firearms are forbidden except for officials or employees of a municipality or a state, or of the United States, who are authorized to carry arms.
2. Advance arrangements are required.
3. Firearms will be accepted only by a customer who is at least 18 years of age.
4. Lāna'i Air requires all firearms unloaded and transported within a passenger-provided hard-sided container. The passenger must complete an unloaded firearms declaration form prior to acceptance for transport.
   a. **Pilatus PC-12**: All firearms will be fitted with a Lāna'i Air supplied trigger lock before being placed on board. The owner will install the trigger lock and provide the key to a crewmember and the lock will remain attached until the firearm is removed from the aircraft.
   b. **SkyCourier C408**: The passenger-provided container will remain locked at all times and the passenger will retain sole possession of its key.
5. A reasonable amount of ammunition in checked baggage for personal use is permitted, not to exceed 11 lb. (5 kg) per passenger.
6. Ammunition must be securely packed in boxes or other devices specifically designed to carry small amounts of ammunition. Ammunition clips and magazines must also be securely boxed so no ammunition is loose or exposed.

K. Limitations of Liability for Baggage:

1. Liability for the loss of or damage to a passenger's personal property, including baggage, when such personal property of baggage has been checked, is limited to $3,800 per ticketed passenger. Passenger will be responsible for documenting and proving the actual value of the loss. Lāna'i Air shall not be liable for any consequential damages arising from the loss of or damage to baggage.
2. Lāna'i Air assumes no responsibility or liability for personal items carried on board by the passenger.
3. In the case of lost or damaged baggage, a preliminary notice of claim must be submitted to Lāna'i Air by the passenger within four (4) hours after arrival of the flight on which the baggage was or was expected to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at

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Lāna'i Air's discretion), no claim or action shall lie against Lāna'i Air.

I. Exclusions from Baggage Liability:
   1. Notwithstanding the foregoing limitations, Lāna'i Air 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, religions 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 will aluminum frames, outside pockets or with protruding straps and buckles.
      d. Business equipment and business samples.
      e. Electronic media of any kind, (e.g., CDs, DVDs, storage devices, etc.).
      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 Lāna'i Air, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle).
      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.
      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, toolboxes/containers.
      aa. Totally unprotected items such as tennis rackets and umbrellas, either individually checked or tied/strapped to the outside of luggage.

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bb. Silverware, knives, swords, watches (timepieces).

cc. Works of art such as paintings or sculptures; or any other similar valuable property or irreplaceable property included in the passenger's checked or carry-on baggage with or without the knowledge of Lāna'i Air.

dd. Hunting Trophies

i. Antlers; acceptance criteria:

- Case-by-case dependent on aircraft and aircraft configuration.
- Must be placed in cooler or protective case; antler tips must be protected to prevent punctures.
- Must be free of flesh, blood, or residue.
- Linear dimensions may not exceed 48x48x48 inches. Actual available dimensions may be less.

2. Lāna'i Air 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. Lāna'i Air shall not be responsible for damaged baggage that is transferred from another carrier either directly or indirectly.
4. Lāna'i Air shall not be liable for damage to musical instruments.
5. Lāna'i Air shall not be liable for damage to strollers.
6. Lāna'i Air 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. Lāna'i Air 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 Lāna'i Air determines the damage directly impairs the basic functionality of the baggage. All claims will be handled with careful and proper investigation. Lāna'i Air 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. Lāna'i Air shall not be liable for loss of or damage to articles due to a manufacturer's defect or due to overpacked baggage.
9. Lāna'i Air 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. Lāna'i Air shall not be liable for damage caused by improperly packed checked baggage.

Rule 6. Acceptance of Children, Minors, and Infants

A. General Information

1. These are general rules for acceptance of passengers under the age of 18 years.
2. Children under the age of 15 years of age will not be accepted for travel unless accompanied on the same flight by a parent, legal guardian, or other passenger at least 18 years of age.
3. Lāna'i Air may require documentation verifying the child's age at check-in. A valid passport,

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birth certificate or other government-issued identification is acceptable.

4. Children who have not reached their second birthday (at time of travel):
    i. Must be accompanied by an adult passenger 18 years or older or parent or legal guardian.
    ii. One (1) infant per adult passenger free of charge. If an adult is traveling with two (2) infants, a seat must be purchased for the additional infant.
    iii. If purchasing a seat, a CRS that meet FAA approved child safety seat specifications, must be used.
    iv. Lāna'i Air does not accept infants in incubation.
    v. Newborn under seven (7) days old may not travel unless an approval letter from a physician is presented prior to travel for the specific date(s) of travel.
5. Accompanied Children Ages 2 Through 14 (Children). Applicable adult fare applies.
    i. Required to occupy a seat with seatbelt.
    ii. Must be accompanied by an adult passenger at least 18 years of age.
6. Unaccompanied Children Ages 15 Through 17 (Minor). Applicable adult fare applies. May travel without an adult passenger.
    i. Required to occupy a seat with a seatbelt.
    ii. May not travel unaccompanied if traveling with children or infants.
    iii. Must be checked in at the departure airport with a parent or responsible adult.
    iv. The unaccompanied minor form must be completed at check-in.
    v. The person meeting the unaccompanied minor at the destination airport must be listed on the unaccompanied minor form and is required to present positive identification and sign a release.

Rule 7. Service Animals and Pets

A. General Conditions of Travel – Service Animals
    1. *Service animal* means a dog, regardless of breed or type, which is individually trained to do work or perform tasks for the benefit of a qualified individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Animal species other than dogs, emotional support animals, comfort animals, companionship animals, and service animals in training are **not** service animals and may not be transported as such, in accordance with 14 CFR 382.
    2. Lāna'i Air does not accept service animals that are in training for transport.
    3. A *Service animal handler* is a passenger in air transportation who is a qualified individual with a disability who receives assistance from a service animal that does work or performs tasks that are directly related to the individual's disability, or a third party who accompanies the individual with a disability traveling with a service animal such as a parent of a minor child or a caretaker. The service animal handler is responsible for keeping the animal under control at all times, and caring for and supervising the service animal, which includes toileting and feeding.
    4. Lāna'i Air will only accept for transport a service animal that is required to accompany a qualified individual with a disability, and a description of the work or task the animal is trained to perform.
    5. A service animal must remain under the control of its handler to be accepted for

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transport. The animal must not run freely around an aircraft or an airport gate area, bark or growl repeatedly at other persons or other animals on the aircraft or in the airport gate area, bite, jump on, or cause injury to people, or urinate or defecate in the cabin or gate area. An animal that engages in such disruptive behavior demonstrates that it has not been successfully trained to behave properly in a public setting and Lāna'i Air is not required to accept it as a service animal without a carrier in the cabin, even if the animal performs an assistive function for a qualified individual with a disability.

6. *Advance notice.* Presentation of a completed U.S. DOT Service Animal Transportation Form is required before flight to prevent delay.
7. Number of service animals. Lāna'i Air will limit the number of service animals traveling with any qualified individual with a disability to two (2) service animals.
8. Restricted Seating. Not allowed in an exit seat. "Exit seat" means each seat having direct access to an exit; and each seat in a row of seats through which passengers would have to pass to gain access to an exit, from the first seat inboard of the exit to the first aisle inboard of the exit.
9. Lāna'i Air will require a service animal to fit on their handler's lap or within its handler's foot space on the aircraft.
    i. Neither the animal's owner nor animal may in any way block access to any normal or emergency exit of the aircraft.
    ii. The animal cannot interfere with the operation of the passenger's seat belt.
    iii. The service animal is not permitted to occupy a passenger seat.
10. Restraints. Lāna'i Air requires a service animal to be harnessed, leashed, or otherwise tethered in areas of the hangar, lounge and on the aircraft.
11. Responsibility. The passenger assumes full responsibility for the safety, well-being, and conduct of its animal, including the interaction of the animal with other passengers who may come in contact with the animal while onboard the aircraft, and for compliance with all governmental requirements, regulations, or restrictions, including entry permits and required health certificates of the country, state, or territory from/or to which the animal is being transported.
12. Fees. Lāna'i Air will permit a service animal to accompany a qualified individual with a disability free of charge. We reserve the right to charge you for any repairs and/or cleaning costs for Lāna'i Air aircraft beyond normal wear and tear associated with the transport of your animal.
13. Notwithstanding the goals of the ACAA and Lāna'i Air's desire to accommodate everyone possible, safety is still the number one concern, and it may not be possible to accommodate all animals even with proper service animal documentation due to cabin limitations of the aircraft.
14. Lāna'i Air will not be liable for illness or injury to an animal or death of an animal when the animal has been handled by Lāna'i Air with ordinary standards of safety and care or when Lāna'i Air has acted in the interest of the entire flight such as in an emergency or a force majeure event.
15. Unless required by the HDOA (Hawaii Dept. of Agriculture), no veterinarian health certification is required for animals traveling on Lāna'i Air flights.

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16. Lāna'i Air will not be liable for loss or expense due to the passenger's failure to comply with the provisions of this rule, including, without limitation, if any animal is refused passage into or through any state or country.

B. General Conditions for Travel - Pets
   1. Lāna'i Air operates in accordance with the United States Department of Agriculture, Animal Welfare Act (USDA AWA) and USDA requirements for travel with a pet.
   2. Lāna'i Air accepts domesticated dogs, cats, and household birds for transport in approved kennels as checked baggage.
      I. Household birds traveling between the Hawaiian Islands require inspection by the State of Hawaii Department of Agriculture before they can be accepted for travel. Once the bird is inspected and cleared, the Interisland Inspection Certificate ("PASSED" sticker) will be issued and affixed to the kennel.
   3. Fees. $35 per kennel for pets traveling as checked baggage.
   4. Kennel Requirements. Lāna'i Air complies with the United States Department of Agriculture Animal Welfare Act (AWA) and the United States Department of Agriculture (USDA) requirements. You are responsible for obtaining a kennel for your animal, as Lāna'i Air does not provide kennels. All animal kennels are subject to inspection and approval by Lāna'i Air before your animal is accepted for travel.
      II. Maximum allowable kennel size: 27" x 20" x 19".
      III. The total pet and kennel weight must not exceed fifty (50) lb.
   5. Advanced Notification. Lāna'i Air only allows a limited number of pets in the baggage compartment of the aircraft on a first-booked basis. To reserve space for your animal, we encourage you to provide at least 48 hours advance notification of your intent to travel with your pet by contacting our Reservations Department at reservations@lanaiair.com

Rule 8. Passengers Requiring Assistance

A. It is the policy of Lāna'i Air to provide equal opportunity for all would be travelers. Accordingly, Lāna'i Air will not refuse to provide transportation to any qualified individual with a disability who may be transported in accordance with the company's FAA approved operating procedures on the basis of that disability. Lāna'i Air may refuse transportation to any customer whose carriage may impair the safety of the flight in accordance with the provisions of these Terms may refuse to provide transportation to any customer whose carriage would violate federal regulations (including FAA and TSA regulations) or the Lāna'i Air company's FAA-issued operating manuals. In exercising this authority, however, our personnel will not discriminate against any qualified individual with a disability solely on the basis of that disability.

B. Customers must be able to ascend and descend stairs to board company aircraft without the use of a lift device. Lāna'i Air aircraft with fewer than 19 passenger seats are not provisioned with enplaning or deplaning lift devices. If lift devices are desired, booking on Lāna'i Air's SkyCourier aircraft is recommended. Please refer to the Air Carrier Access Act, 14 CFR 382.97 for more details.

C. Customers who, because of age, mental or physical condition, disability, or impairment, which require 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 provided a reasonable amount of assistance by Lāna'i Air employees. This assistance will be in a dignified, safe, professional, and courteous manner. Lāna'i Air will consult with the customer about any

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assistance and special plans arranged on the customer's behalf. Lāna'i Air will extend this assistance to any "qualified individual with a disability" as this term is defined by rule to more broadly defined to protect all those who may otherwise suffer from discriminatory practices. We do, however, ask to be informed at the time of reservation if special handling is requested so staff can document your reservation and be prepared for your arrival at the airport.

Rule 9. Special Services

A. It is the policy of Lāna'i Air to provide equal opportunity for all would-be travelers. Accordingly, Lāna'i Air will not refuse transportation to a qualified individual with a disability who may be transported in accordance with the company's FAA approved or accepted operating procedures on the basis of that disability. See section Rule 8(b).
B. Lāna'i Air may refuse to provide transportation to any customer whose carriage may impair the safety of the flight in accordance with the provisions of these Terms and Conditions and may refuse to provide transportation to any customer whose carriage would violate federal regulations or any FAA approved or accepted operating procedures. In exercising this authority, however, there shall be no discrimination against any qualified individual with a disability.
C. Lāna'i Air provides lift devices for its SkyCourier aircraft only (see Rule 8(B)).
D. Customers who, because of age, mental, or physical condition, disability, or impairment, require individual attention or consideration to enplane or deplane an aircraft or to manage themselves during the flight in normal operations or emergency conditions will be afforded a reasonable amount of assistance in a dignified, safe, and courteous manner. Lāna'i Air will consult with the customer about any assistance and special handling arranged on the customer's behalf.
E. Lāna'i Air may require any qualified individual with a disability to travel with a safety assistant as a condition of being provided air transportation in accordance with 14 CFR Part 382 "Nondiscrimination on the Basis of Disability in Air Travel." When determined necessary contrary to the passenger's self-assessment, there will be no charge for the safety assistant; however, if a passenger voluntarily chooses to travel with a personal care attendant or safety assistant that Lāna'i Air does not require, Lāna'i Air may charge for the transportation of that person.

Rule 10. Medical Services

A. Oxygen Service. Compressed oxygen is prohibited on any Lāna'i Air flight.
B. Customer provided POC may be transported and may be used during flight provided it meets the acceptance criteria for portable oxygen concentrators.
C. Medical Transport Services. Lāna'i Air 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 11. Refusal to Transport

Lāna'i Air 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 Terms and Conditions – Failure by passenger to comply with the Terms herein.
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

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weather or other conditions beyond Lāna'i Air'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 or her person or property.
E. Proof of Identity – Whenever a passenger refuses to produce identification satisfactory to Lāna'i Air or who presents a ticket to board and whose identification does not match the name on the ticket.
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 Lāna'i Air or its direct air carrier, including the gate agents and flight crew, or any Lāna'i Air passenger;
    4. Persons who are shirtless, barefoot, or not properly clothed or have strong and offensive body odor offending or disrupting other guests as solely determined by Lāna'i, its representatives, any government authority or representative, or any law enforcement representative, agent or authority;
    5. Persons who are unable to sit in a single seat with their seat belt properly secured;
    6. Persons who appear to be intoxicated or under the influence of drugs, unless the appearance of such condition is solely due to that person being a qualified individual with a disability.
    7. Persons who have on or about them undeclared concealed or unconcealed deadly or dangerous weapons (other than officials or employees of a municipality or a state, or of the United States, who are authorized to carry arms);
    8. Persons who are manacled;
    9. Persons who have resisted or may reasonably be believed capable of resisting custodial supervision;
    10. 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;
    11. Persons with a communicable disease or infection known or reasonably believed by Lāna'i Air to pose a direct threat to the health or safety of others in the course of a flight. If a passenger 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 Lāna'i Air 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 Lāna'i Air 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;
    12. Persons who cannot assist with their own evacuation during an emergency;

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13. Persons transporting any illicit drug (including prescribed medical marijuana) are prohibited from possessing or transporting such on all Lāna'i Air flights.

Rule 12. Smoking Policy

A. Smoking of any kind is not permitted on any Lāna'i Air flight, including the use of all simulated smoking and vaping devices, (e.g., electronic cigarettes).
B. All battery powered electronic cigarettes and vaping devices must be kept with the passenger and not in checked baggage.

Rule 13. Privacy Notice

A. Lāna'i Air is committed to protecting the privacy of its customers in compliance with all relevant data protection laws. Please be advised that when secure Lāna'i Air transportation or if you participate in Lāna'i Air programs or services, personal data is collected, used, processed and transferred for the following business purposes: making a reservation; purchasing a ticket; complying with TSA regulations; purchasing cargo services; participating in services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; 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, 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 Lāna'i Air .
B. Upon booking a ticket for transportation or purchasing other services, you authorize Lāna'i Air 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 Lāna'i Air deems necessary to carry out the above-mentioned business purposes.

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