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February 24, 2013

VIA EMAIL

The Secretary
Canadian Transportation Agency
Ottawa, Ontario, K1A 0N9

Dear Madam Secretary:

**Re: Dr. Gábor Lukács v. United Airlines
Complaint about United Airlines' prohibition against onboard photography and audio or video recording**

Please accept the following submissions as a formal complaint against United Airlines for violations of ss. 18(b) and 111 of the *Air Transportation Regulations*, SOR/88-58 (the "ATR"), pursuant to Rule 40 of the *Canadian Transportation Agency General Rules*.

The present complaint is motivated by media reports about a passenger removed from a flight of United Airlines for taking photographs on board (Exhibit "A"). As it was reported, United Airlines' in-flight magazine, *Hemisphere*, displays the following prohibition against photography or audio or video recording:

ONBOARD PHOTO AND VIDEO The use of still and video cameras, film or digital, including any cellular or other devices that have this capability, is permitted only for recording of personal events. Photography or audio or video recording of other customers without their express prior consent is strictly prohibited. Also, unauthorized photography or audio or video recording of airline personnel, aircraft equipment or procedures is always prohibited. Any photography (video or still) or voice or audio recording or transmission while on any United Airlines aircraft is strictly prohibited, except to the extent specifically permitted by United Airlines.

The present complaint challenges United Airlines' publishing terms and conditions in its in-flight magazine that are not included in its Contract of Carriage (Exhibit "B") and/or tariff, as well as the reasonableness of this blanket prohibition.

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A. “United boots blogger from flight for taking photo, making ‘terrorist’ comment”,
NBCnews.com (published on February 21, 2013; retrieved on February 24, 2013). 9

B. United Airlines’ Contract of Carriage (retrieved on February 24, 2013) 11

I. Preliminary matters

(a) Notice of production (Rule 16)

The Applicant hereby provides notice to United Airlines pursuant to Rule 16(1) of the Agency to produce, within 10 days after the receipt of this notice, a copy of the *Hemisphere* magazine containing the aforementioned prohibition concerning onboard photography and voice or audio recording.

(b) Questions directed to United Airlines (Rule 19)

Pursuant to Rule 19 of the Agency, the Applicant directs the following questions to United Airlines:

- Q1. What is the rationale for the prohibition against photography and audio or video recording on board United Airlines aircrafts?
- Q2. When was the the prohibition against photography and audio or video recording on board United Airlines aircrafts introduced?
- Q3. Is there any regulation of the Federal Aviation Administration that addresses the use of cameras and/or audio recording devices on board aircrafts? If so, please elaborate.
- Q4. Does the photography or audio or video recording of aircraft equipment or procedures affect the safety of the flight in any way? If so, please elaborate.
- Q5. Does the photography or audio or video recording of airline personnel affect the safety of the flight in any way? If so, please elaborate.
- Q6. Does the photography or audio or video recording of other passengers affect the safety of the flight in any way? If so, please elaborate.
- Q7. What is the meaning of “personal events” in the context of the prohibition against photography found in the *Hemisphere* magazine?

Rationale: These questions are intended to test whether the prohibition against photography and recording on board is related in any way to United Airlines’ ability to meet its statutory, commercial, and operational obligations.

II. Did United Airlines breach s. 18(b) of the *Air Transportation Regulations*?

Section 18(b) of the *ATR* states that:

18. Every scheduled international licence and non-scheduled international licence is subject to the following conditions:

⋮

(b) the licensee shall not make publicly any statement that is false or misleading with respect to the licensee's air service or any service incidental thereto;

A copy of United Airlines' Contract of Carriage is attached and marked as Exhibit "B". It contains no reference to photography and/or audio and/or video recording on board aircrafts.

Thus, it is submitted that the prohibition found in the *Hemisphere* magazine is a policy and/or condition that is not found in United Airlines' contract of carriage, and as such it is misleading, contrary to s. 18(b) of the *ATR*.

The Applicant further submits that the in-flight magazine of an airline is not the appropriate method for publishing any additional terms and conditions or policies that are not found in the carrier's tariffs.

Therefore, it is submitted that United Airlines contravened s. 18(b) of the *ATR* by publishing the prohibition in question in its *Hemisphere* magazine.

III. The prohibition against photography and audio or video recording is unreasonable

The Applicant notes at the outset that the policy in question is of significant relevance to the Canadian travelling public for several reasons:

1. It is very common for passengers to take photographs onboard aircrafts (of the scenery, or the aircraft's interior, or the meals served by the airline).
2. It appears that United Airlines considers this policy so important that its breach justified removing a passenger from an international flight (see Exhibit "A").
3. In particular, United Airlines applies the policy in question to its international flights, including flights to and from Canada, and connecting flights on which passengers travel to and from Canada.
4. Documenting the conduct of airline personnel by audio and/or video recording is an important tool for passengers to defend themselves against abusive conduct and against groundless allegations of misconduct that are so frequently levelled against passengers.

(a) The legal test for reasonableness

Section 111(1) of the *ATR* provides that:

All tolls and terms and conditions of carriage, including free and reduced rate transportation, that are established by an air carrier shall be just and reasonable and shall, under substantially similar circumstances and conditions and with respect to all traffic of the same description, be applied equally to all that traffic.

Since neither the *Canada Transportation Act*, S.C. 1996, c. 10 (the “*CTA*”) nor the *ATR* define the meaning of the phrase “unreasonable,” a term appearing both in s. 67.2(1) of the *CTA* and in s. 111(1) of the *ATR*, the Agency defined it in *Anderson v. Air Canada*, 666-C-A-2001, as follows:

The Agency is, therefore, of the opinion that, in order to determine whether a term or condition of carriage applied by a domestic carrier is “unreasonable” within the meaning of subsection 67.2(1) of the *CTA*, a balance must be struck between the rights of the passengers to be subject to reasonable terms and conditions of carriage, and the particular air carrier’s statutory, commercial and operational obligations.

The balancing test was strongly endorsed by the Federal Court of Appeal in *Air Canada v. Canadian Transportation Agency*, 2009 FCA 95. The test was applied in *Lukács v. WestJet*, 483-C-A-2010 (leave to appeal denied by the Federal Court of Appeal; 10-A-42), and more recently in *Lukács v. Air Canada*, 291-C-A-2011.

In *Griffiths v. Air Canada*, 287-C-A-2009, the Agency underscored the importance of applying the balancing test due to the unilateral nature of terms and conditions set by carriers, which often are based only on the carrier’s commercial interests:

[25] The terms and conditions of carriage are set by an air carrier unilaterally without any input from future passengers. The air carrier sets its terms and conditions of carriage on the basis of its own interests, which may have their basis in statutory or purely commercial requirements. There is no presumption that a tariff is reasonable. Therefore, a mere declaration or submission by the carrier that a term or condition of carriage is preferable is not sufficient to lead to a determination that the term or condition of carriage is reasonable.

The Agency applied this principle in *Lukács v. WestJet*, 483-C-A-2010 (leave to appeal denied by the Federal Court of Appeal; 10-A-42), and more recently in *Lukács v. Air Canada*, 291-C-A-2011 and *Lukács v. Air Canada*, 250-C-A-2012.

(b) The prohibition significantly affects the rights of passengers

As noted earlier, it is fairly common for passengers to take photographs or videos onboard aircrafts. While some serve artistic purposes (e.g., posting pictures of scenery on Facebook), they may also serve the purpose of criticism of the service provided by the airline, such as the quality, size, and presentation of the meals onboard. All these are legitimate exercises of passengers' freedom of expression.

An additional consideration that underscores the need of passengers to record audio or video onboard is protection of passengers from abuse and false allegations by airline personnel. One of the many negative consequences of 9/11 is an increase of distrust toward passengers, and a presumption of authorities that airline personnel are always honest and act in the best interest of safety. This means that if a passenger is labelled as a "suspect" or a "troublemaker" by crew, then the authorities will tend to believe the crew, and will practically assume that the passenger is guilty until the passenger proves the contrary.

This creates a burden of proof for passengers who are involved in any dispute with airline personnel: in practice, authorities (including the Agency) expect passengers facing an allegation of improper conduct to prove their innocence. This, in turn, increases the need for passengers to be able to document their communications with the crew, including negligent or abusive behaviour of flight attendants.

The pressing need for passengers to document their communications with airline personnel is demonstrated in *Lukács v. United Airlines Inc., et al.*, 2009 MBQB 29, where an airline employee attempted to deal with the passenger's complaint by calling airport security/police (para. 11), while another airline employee made false allegations about improper conduct of the passenger:

[17] Ms. Parenty stated during direct examination that the plaintiff was agitated, forceful and insistent that his ticket be transferred to the Northwest Airlines flight. She stated that she was intimidated by him, as he was "yelling" at her. On cross-examination, after she was given the opportunity to listen to 13 minutes of their recorded conversation, she admitted that he had not "yelled", but then stated that he had raised his voice, which she considered was "yelling". After listening to this recorded conversation, I have concluded that although the plaintiff was seeking an immediate resolution to his problem and was frustrated by Ms. Parenty's ineffectual efforts, Ms. Parenty exaggerated the tone and loudness of the plaintiff's words.

[Emphasis added.]

In this case, the passenger was able to refute the false allegations of improper conduct levelled by airline personnel against him only thanks to him having made an audio recording of his interaction with the airline personnel, which he then presented as evidence in court.

It is submitted that the impugned prohibition interferes with passengers' ability to document the service that they receive from United Airlines and their interaction with airline personnel.

Thus, it is submitted that the impugned prohibition interferes with passengers' ability to effectively complain and seek redress for mistreatment by airline personnel and to effectively defend themselves from false allegations levelled against them by airline personnel.

Therefore, it is submitted that the impugned prohibition interferes with passengers' legitimate rights to collect evidence in support of their complaints against United Airlines and in defense of false allegations against them by United Airlines.

The impugned prohibition is not related in any way to United Airlines' ability to meet its statutory, commercial and operation obligations.

Hence, it is submitted that the impugned prohibition is unreasonable, and ought to be disallowed.

All of which is most respectfully submitted.

Dr. Gábor Lukács
Applicant

Cc: Mr. Jeff Wittig, Senior Counsel (Asia and Pacific), United Airlines
Mr. Benjamin P. Bedard, Counsel for United Airlines
Mr. Mark Bantey, Counsel for United Airlines
Ms. Hélène D'Iorio, Counsel for United Airlines
Mr. Lee A. Johnson, Counsel for United Airlines

LIST OF AUTHORITIES

Legislation

1. *Air Transportation Regulations*, S.O.R./88-58.
2. *Canada Transportation Act*, S.C. 1996, c. 10.
3. *Canadian Transportation Agency General Rules*, S.O.R./2005-35.

Case law

4. *Air Canada v. Canadian Transportation Agency*, 2009 FCA 95.
5. *Anderson v. Air Canada*, Canadian Transportation Agency, 666-C-A-2001.
6. *Griffiths v. Air Canada*, Canadian Transportation Agency, 287-C-A-2009.
7. *Lukács v. Air Canada*, Canadian Transportation Agency, 291-C-A-2011.
8. *Lukács v. Air Canada*, Canadian Transportation Agency, 250-C-A-2012.
9. *Lukács v. United Airlines Inc., et al.*, 2009 MBQB 29.
10. *Lukács v. WestJet*, Canadian Transportation Agency, 483-C-A-2010.
11. *Lukács v. WestJet*, Federal Court of Appeal, 10-A-42.

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Harriet Baskas, NBC News contributor - 3 days

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United boots blogger from flight for taking photo, making 'terrorist' comment



Matthew Klint

Matthew Klint says taking this photo got him kicked off a United flight.

A man says United Airlines kicked him off his flight to Istanbul on Valentine's Day after he took a picture of his seat and made a comment about terrorists.

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"I take photos on every single flight I am on," Matthew Klint, a 26-year old travel blogger, told NBC News. "I have a picture of every airline meal I've been served for the last nine years."

But on February 14, when he took a photo of his seat before

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takeoff, "a flight attendant came running over and told me that I could not take any pictures of the cabin," Klint said. She referenced a policy about in-flight photography published in the airline's Hemispheres magazine.

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**Exhibit "A" to the complaint
of Dr. Gábor Lukács**

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ONBOARD PHOTO AND VIDEO The use of still and video cameras, film or digital, including any cellular or other devices that have this capability, is permitted only for recording of personal events. Photography or audio or video recording of other customers without their express prior consent is strictly prohibited. Also, unauthorized photography or audio or video recording of airline personnel, aircraft equipment or procedures is always prohibited. Any photography (video or still) or voice or audio recording or transmission while on any United Airlines aircraft is strictly prohibited, except to the extent specifically permitted by United Airlines.

Matthew Klint

United's in-flight magazine carries this prohibition against photography.

Klint says he stopped taking photos and put his iPhone away. But felt a need to explain his actions.

So he signaled for the flight attendant to come back to his seat and said: "I want you to understand why I was taking pictures. I hope you didn't think I was a terrorist."

He then told her that he is a travel writer and covers the airline regularly on his blog, [Live and Let's Fly](#). She was nonplussed.

Soon after, an airline representative came on board and said the captain was uncomfortable having Klint on the plane and that he needed to get off. After an unproductive conversation with the captain, Klint disembarked and took a later flight.

Other passengers on that United flight 904 corroborated Klint's story.

United Airlines spokesman Rahsaan Johnson declined to confirm details of the incident to NBC News, but the airline has seen Klint's [blog post about it](#) and has "reached out to the customer to fully understand his perspective of what happened onboard," Johnson said.

"For reasons of service and security, our crews may need to restrict photography onboard, particularly when customers are taking photos of other customers or crew members without consent," he said. The policy has been in place since 2010.

While all electronic devices must be turned off under 10,000 feet, typically "there are no federal regulations restricting what passengers may photograph on an airplane (during takeoff and landing)," FAA spokesman Les Dorr said.

But airlines can set their own photography regulations, and "it is up to flight attendants to inform passengers of these policies and de-escalate potential situations," said Corey Caldwell, spokesperson for the Association of Flight Attendants-CWA, a flight attendants union.

Enforcement, however, is haphazard.

"I have taken thousands of photos onboard airlines of my seat, out the window, of the food and with permission, crew members," said David Parker Brown, editor and founder of [AirlineReporter.com](#). Out of all the times he's taken a photo on an aircraft, he said he's been asked to stop only once.

Klint insists he followed the flight attendant's instructions and was not uncooperative in any way. He acknowledges, however, "perhaps I should not have used the term 'terrorist.'"

Find more by Harriet Baskas on [StuckatTheAirport.com](#) and follow her on Twitter at [@Hbaskas](#).

Tags: [Travel news](#)

**Exhibit “B” to the complaint
of Dr. Gábor Lukács**

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**UNITED AIR LINES, INC.
CONTRACT OF CARRIAGE**

(revised February 7, 2013)

Transportation of Passengers and Baggage provided by United Air Lines, Inc. and Carriers doing business as United Express, are subject to the following terms and conditions, in addition to any terms and conditions printed on or in any ticket, ticket jacket or e-ticket receipt. By purchasing a ticket or accepting transportation, the passenger agrees to be bound thereby.

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RULE 1 DEFINITIONS

As used in this Contract of Carriage, the following terms, whether or not capitalized, shall have the meanings ascribed below:

Add-On-Fare: See “Arbitrary”

Adult means a person who has reached his/her eighteenth birthday as of the date of commencement of travel.

Africa means the area composed of all the countries on the continent of Africa, other than Algeria, Morocco, Sudan, Tunisia, and Egypt, but including the following Islands: Cape Verde, Comoros, Madagascar, Mauritius, Reunion, Sao Tome y Principe, and Seychelles.

Alternate Transportation means air transportation with a confirmed reservation at no additional charge (by any scheduled airline licensed by DOT), or other transportation accepted and used by the passenger in the case of denied boarding.

Animals means, the usual connotation of domestic pets as well as reptiles, birds, poultry and fish.

Applicable Adult Fare means the fare which would be applicable to an adult for the transportation excepting those special fares applicable to a passenger’s status, e.g., military fares, adult standby, etc.

Arbitrary means an amount published for use only in combination with other fares for the construction of Through Fares. It is also referred to as “Proportional Fare”, “Basing Fare”, and “Add-On-Fare”.

Area No. 1 (or “Area 1”) means the area composed of all of the North and South American continents and the islands adjacent thereto, Greenland, Bermuda, the West Indies, the islands of the Caribbean Sea, and the Hawaiian Islands (including Midway and Palmyra).

Area No. 2 (or “Area 2”) means the area composed of all of Europe (including that part of the Russian Federation in Europe) and the islands adjacent thereto, Iceland, the Azores, all of Africa and the islands adjacent thereto, Ascencion Island and that part of Asia lying west of and including Iran.

Area No. 3 (or “Area 3”) means the area composed of all of Asia and the islands adjacent thereto except that portion included in Area No. 2, all of the East Indies, Australasia, the islands of the Pacific Ocean except those included in Area No. 1, and the Russian Federation (East of the Ural Mountains).

Asia means the area composed of Afghanistan, Bangladesh, Bhutan, Brunei, China, Hong Kong, India, Indonesia, the Islands of the Pacific in Area No. 3 north of the equator, Japan, Kazakhstan, Kampuchea, Korea, Krygyzstan, Laos, Malaysia, Maldives, Myanmar, Nepal, Outer Mongolia, Pakistan, Philippines, Russian Federation (East of the Ural Mountains), Singapore, Sri Lanka, Taiwan, Tajikistan, Timor, Thailand, Turkmenistan, Uzbekistan and Viet Nam.

Australasia means the area composed of Australia, New Caledonia, New Zealand, New Hebrides, Fiji, Samoa, Cook Islands, Papua, New Guinea, Tahiti and the islands adjacent thereto.

Baggage means such reasonable articles, effects and other personal property of a ticketed Passenger as are reasonably necessary or appropriate for the wear, use, comfort or convenience of the Passenger in connection with the Passenger’s trip. Unless otherwise specified, it shall include both checked and unchecked baggage and property of the Passenger.

Baggage Check or Baggage Claim Tag mean those portions of the ticket that identify the carriage of a Passenger’s checked baggage and that are issued by the carrier as a receipt for the Passenger’s checked baggage.

Baggage Tag means a document issued by the carrier solely for identification of checked baggage, the portion of which is attached by the carrier to a particular article of checked baggage.

Banker’s Buying Rate (“BBR”) means the rate at which, for the purpose of the transfer of funds through banking channels (*i.e.*, other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will purchase a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

Banker’s Selling Rate (“BSR”) means the rate at which, for the purpose of the transfer of funds through banking channels (*i.e.*, other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will sell a given amount of foreign currency in exchange for one unit (or units) of the national currency of the country in which the exchange transaction takes place.

Basing Fare: See “Arbitrary”

Cabin Baggage means Carry-On-Baggage that due to its size and nature requires the purchase of a seat on board the aircraft to transport the piece of baggage.

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Calendar Month means the period of time starting with the start of any day in a month, identified by number, and ending with the start of the same day of the following month. When the same day does not occur in the following month, this period ends on the last day of the month.

Calendar Week means a period of seven days starting at 12:01 a.m. Sunday and ending at midnight of the following Saturday, provided that when used in reference to service offered only once a week between points of travel, it shall mean a period of eight days commencing with 12:01 a.m. on the day the flight operates.

Caribbean Area means the area composed of Anguilla, Antigua, Aruba, Bahamas, Barbados, Barbuda, Bermuda, Bonaire, British Virgin Islands, Cayman Islands, Cuba, Curacao, Dominica, Dominican Republic, Grenada, Guadeloupe, Haiti, Jamaica, Leeward Islands, Martinique, Montserrat, Netherlands Antilles, Nevis, Saba, St. Barthelemy, St. Eustatius, St. Kitts, St. Lucia, St. Maarten, St. Vincent, Trinidad and Tobago, Turks and Caicos Islands, West Indies and Windward Islands.

Carriage means transportation of Passengers and their baggage by air or ground, either gratuitously or for payment.

Carrier means the carrier (air or ground) issuing the ticket and all carriers that carry or undertake to carry the Passenger and/or his baggage thereunder.

Carry-on-Baggage means baggage, other than Checked Baggage, carried on board an aircraft by a ticketed Passenger also known as unchecked baggage.

Central Africa means the area composed of Malawi, Zambia and Zimbabwe.

Central America means the area composed of Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama.

Checked Baggage means baggage that a ticketed Passenger has requested be carried by the carrier and for which the carrier has issued a Baggage Claim Tag to the Passenger.

Child means a person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel.

Circle Trip means travel from a point and return thereto by a continuous, circuitous air route (including journeys comprising two (2) fare components but which do not meet the conditions of the round trip definition), provided, that where no reasonable direct scheduled air route is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.

Civic Aeronautics Board (“C.A.B.”) means the United States Department of Transportation (“DOT”).

Codeshare means an arrangement by which UA offers transportation service to a Passenger who is ticketed with the two letter airline designator code “UA” on a flight that is operated by a carrier other than UA.

Comparable air transportation means transportation provided by air carriers or foreign air carriers holding certificates of public convenience and necessity or foreign permits.

Confirmed reserved space means space on a specific date and on a specific flight and class of service that has been requested by a passenger, and that UA or its agent has verified by appropriate notation on the ticket as being reserved for the accommodation of the passenger.

Conjunction Ticket means two or more tickets concurrently issued to a Passenger and which together constitute a single contract of carriage.

Connection means a stop at an intermediate point on the route to be traveled where a change of planes is made and which does not fall within the definition of a stopover.

Consequential Damages means damages which are the result of an act but are not direct or immediate.

Contiguous United States or Continental United States mean the District of Columbia and all states of the United States other than Alaska or Hawaii.

Contract of Carriage means the terms and conditions contained in this document, as amended from time to time by the Carrier.

Country of Commencement of Transportation means the country from which travel on the first international sector takes place.

Country of Payment means the country where payment is made by the purchaser to the carrier or its agent. Payment by check, credit card or other banking instruments shall be deemed to have been made at the place where such instrument is accepted by the carrier or its agent.

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Days means full calendar days, including Sunday and legal holidays, provided that for the purposes of notification, the balance of the day upon which notice is dispatched shall not be counted; and that for purposes of determining the duration of a validity period, the balance of the day upon which the ticket is issued or the flight commenced shall not be counted.

Department of Transportation (“DOT”) means the United States Department of Transportation.

Destination means the ultimate point of the Passenger’s journey as shown on the Ticket.

Domestic Carriage (“Domestic”) means (except as otherwise specified) carriage in which, according to the Contract of Carriage, the place of departure, the place of destination or stopover, and the entire transportation is between points within the United States, or points within another sovereign state.

DOT Hazardous Materials Regulations are those regulations issued by the Materials Transportation Bureau of the Department of Transportation in Title 49 of the Code of Federal Regulations, Parts 171 through 180 (49 CFR 171-180).

East Africa means the area composed of Burundi, Djibouti, Ethiopia, Kenya, Rwanda, Somalia, Tanzania and Uganda.

Europe means the area composed of Albania, Algeria, Andorra, Armenia, Austria, Azerbaijan, Azores, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Canary Islands, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Gibraltar, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lichtenstein, Lithuania, Luxembourg, Madeira, Malta, Monaco, Morocco, Netherlands, Norway, Poland, Portugal, Romania, Russian Federation (West of the Ural Mountains), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tunisia, Turkey in Europe and Asia, Ukraine, and the United Kingdom.

Fare Component means each local currency fare (except Add-On-Fares) where more than one such fare is used in construction of the total fare for a journey.

Flight Coupon means a portion of the Ticket that indicates travel points between which the coupon is good for carriage.

Foreign Air Transportation means transportation between a point in the United States and a point outside thereof.

Half Round Trip Fare means 50 percent of a specified or constructed round trip normal or special fare. In the absence of a specified or constructed round trip normal fare, the one way normal fare is considered to be a half round trip normal fare. If a specified or constructed one way special fare may be doubled to establish a round trip special fare, the one way special fare is considered to be a half round trip special fare.

Hawaii means Honolulu, Hilo, Kahului, Kona, and Lihue.

IATA Rate of Exchange means the published rate of exchange issued by IATA from time to time.

Iberian Peninsula means the area composed of Gibraltar, Portugal (including Azores and Madeira) and Spain (including Balearic and Canary Islands).

Immediate Family Member means spouse, children, step-children, foster children, legally adopted wards, son/daughter-in-law, grandchildren, parents, step-parents, legal guardians, mother/father-in-law, grandparents, brother/sister, step-brother/sister, half-brother/sister, brother/sister-in-law, aunts/uncles and nieces/nephews.

Indian Ocean Islands means Comoros, Madagascar, Mauritius, Mayotta, Reunion and Seychelles.

Indian Subcontinent means the area composed of Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan, Republic of Maldives and Sri Lanka.

Infant means a person who has not reached his/her second birthday as of the date of commencement of travel.

Interchange flight means a flight operated over the routes of two or more carriers without change of equipment.

Interline Transfer Point means any point at which the Passenger transfers from the services of one carrier to the services of another carrier.

Interline Transportation means carriage on the services of more than one carrier where carriers agree to accept each other’s tickets and baggage.

International Carriage (“International”) means any carriage other than Domestic Carriage, however, when the Warsaw and/or Montreal Conventions are applicable, the stated definitions of “International” therein shall prevail.

International Sector means a Sector of uninterrupted air travel for which the arrival and departure points are in two different countries.

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NOTE: For purposes of applying fares under this Contract of Carriage:

- 1) Travel on a sector between the U.S.A. and Canada is not considered international, and
- 2) For fare construction purposes, when transoceanic travel is involved in a fare component, travel on the transoceanic sector shall be considered the international sector.

Interstate Transportation means transportation between a point in any state of the United States and the District of Columbia and a point in any other state of the United States or the District of Columbia.

Intraline Transportation or “On-line” transportation means carriage solely over the services of a single air carrier.

Journey means all travel included on a Ticket or group of Conjunction Tickets.

Legal Guardian means one who legally has the care and management of an infant/minor.

Local Currency Fares means fares and related charges expressed in the currency of the Country of Commencement of Transportation.

Maximum Outside Linear Dimensions means the sum of the greatest outside length plus the greatest outside width, plus the greatest outside height.

Medical Certificate means a letter or form from the Passenger’s treating physician or hospital, where applicable, which must be signed and dated within one week of the first affected flight departure by the treating physician, or hospital in the country where the illness or treatment arose and which certifies the nature of the Passenger’s illness and treatment.

Micronesia means the area composed of Guam, Johnston Island, Marshall Islands, Caroline Islands, Palau Island and Mariana Islands.

Mid-Atlantic Area means the area composed of Anguilla, Antigua, Bahamas, Barbuda, Barbados, Bermuda, Bolivia, Bonaire, Belize, Cayman Islands, Colombia, Costa Rica, Buca, Curacao, Dominican Republic, Ecuador, El Salvador, French Guiana, Guadeloupe, Guyana, Haiti, Honduras, Jamaica, Martinique, Montserrat, Navis, Nicaragua, Panama, Peru, Puerto Rico, St. Kitts, St. Croix, St. Maarten, St. Thomas, Suriman, Trinidad, Tobago, and Venezuela.

Middle East means the area composed of Aden, Bahrain, Cyprus, Egypt, Iran, Iraq, Israel, Jordan, Kuwait, Lebanon, Muscat and Oman, Qatar, Saudi Arabia, Sudan, Syria, Trucial, United Arab Emirates and Yemen.

Military Agencies mean departments of the U.S.A. Army, Navy, and Air Force, the Marine Corps, the Coast Guard, the respective academies of the Army, Navy, Air Force, and Coast Guard, and the National Guard. The Reserve Officer Training Corps is not included.

Military Passenger means military personnel of the Military Agencies who are on active duty status or who have been discharged from active military service within seven days of the date of travel.

Minor means a person who has reached his/her second birthday but not his/her 18th birthday as of the date of commencement of travel.

Montreal Convention means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, May 28, 1999.

Netherlands Antilles means the islands of Bonaire, Curacao and St. Maarten.

Normal Fare means the full fare established for regular or usual service, the application of which is not dependent upon any limited period of ticket validity or other special circumstances. Unless otherwise herein specified, Normal Fares shall be considered to include the following, all year one-way, round trip, circle trip and open jaw trips, First Class, BusinessFirst Class, Business Class, Executive Class, Economy Class, one-class Standard Service, Standard Services, Tourist/Coach Class service, Thrift Class service fares, and on-season and off-season fares.

North America means the area composed of Alaska, Canada, Continental U.S.A. and Mexico.

North Central Pacific means all routes between points in Canada/U.S.A. and points in Area No. 3, except points in the Southwest Pacific, via the Pacific Ocean.

On-line means air transportation wholly on the same carrier.

On-line Tariff Data Base means the remotely accessible, on-line version, maintained by the filer, of (1) the electronically filed tariff data submitted to the “official DOT tariff database,” and (2) the DOT approvals, disapprovals and other actions required by DOT.

On-line Transfer Point means any point at which the Passenger transfers from one service of a carrier to another service of the same carrier (bearing a different flight number).

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Open-Jaw Trip means travel which is essentially of a round trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure are not the same.

Origin means the initial starting place of the journey.

Other Charges means charges such as taxes, fees, etc., not to be shown in the fare construction box of the ticket, excluding excess baggage charges.

Outward point means the stopover point on the passenger’s itinerary that is the furthest from the passenger’s point of origin.

Oversold Flight means a flight where there are more Passengers holding valid confirmed Tickets that check-in for the flight within the prescribed check-in time than there are available seats.

Passenger means any person, except members of the crew, carried or holding a confirmed reservation to be carried in an aircraft with the consent of the carrier.

Passenger Coupon means that portion of the Ticket constituting the Passenger’s written evidence of the Contract of Carriage.

Proportional Fare: See “Arbitrary” above.

Qualified Individual with a Disability means any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. The phrases used in this definition are further defined in 14 CFR Part 382.3.

Related Charges means those charges to be shown in the fare construction box of the ticket and excess baggage charges.

Reroute means a change of routing, carriers, fares, class of service, flight or date from that originally provided on the ticket, but does not apply to open tickets.

Resident (“a Resident”) means a person whose usual residence is in a certain country, provided that a more restricted definition may apply under local law.

Round-Trip means travel from one point to another and return by any air route for which the same normal all year through one way fare of the same class applies from the point of origin, provided that this definition shall not apply to travel for which the same all year through one way fare is established, between two points, in either direction around the world.

Routing means the cities and/or class of service and/or type of aircraft via which carriage is provided by the carrier(s) between two points.

Scandinavia means the area composed of Denmark, Norway and Sweden.

Sector or Segment is the portion of a journey covered by a single Flight Coupon.

Service Animal means any guide dog, signal dog, or other animal trained to provide necessary assistance to a Qualified Individual with a Disability or, a trained animal that assists law enforcement officers in the search of contraband and or other items, or which provides assistance with rescue efforts.

South America means the area composed of Argentina, Bolivia, Brazil, Chile, Colombia, Ecuador, French Guiana, Guyana, Paraguay, Peru, Surinam, Uruguay and Venezuela.

South Asian Subcontinent means the area composed of Afghanistan, Bangladesh, Bhutan, India, Nepal, Pakistan, Maldives and Sri Lanka.

South East Asia means the area composed of Brunei Darussalam, China, Guam, Hong Kong, Indonesia, Kampuchea, Kazakhstan, Krygyzstan, Laos, People’s Democratic Republic of, Malaysia, Mongolia, Myanmar, Philippines, Singapore, Taiwan, Province of, Tajikistan, Thailand, Turkmenistan, Russian Federation (East of the Ural Mountains), Uzbekistan and Viet Nam.

South Pacific means the area composed of all routes between points in the U.S.A./Canada and points in the Southwest Pacific via the Pacific Ocean.

Southwest Africa means points within Africa composed of Botswana, Lesotho, Mozambique, Namibia, South Africa and Swaziland.

Southwest Pacific means that area composed of American Samoa, Australia, Cook Islands, Fiji, French Polynesia, Gilbert and Ellice Islands, Loyalty Islands, New Caledonia, New Hebrides, New Zealand, Papua, New Guinea, Samoa, Society Islands, Tonga, and intermediate islands.

Special Drawing Right (“SDR”) means a special unit of currency, the value of which fluctuates and is recalculated each banking day. These values are known to most commercial banks and are reported in some newspapers and in the IMF Survey, published weekly by the International Monetary Fund, Washington, D.C. 20431.

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Special Fare means a fare other than a normal fare.

Stopover means a deliberate interruption of travel by the Passenger, agreed to in advance by the carrier, at a point between the place of departure and the place of destination. For International flights a Stopover will also be deemed to occur at an intermediate point from which the Passenger is not scheduled to depart on the date of arrival, but if there is no connecting departure scheduled on the date of arrival, departure on the next day within 24 hours of arrival shall not constitute a Stopover. If a portion of the routing is traveled by surface transportation, one Stopover shall be deemed to have been taken for such portion. For Domestic flights, a Stopover will also occur when a Passenger arrives at a point and fails to depart from such point on:

- 1) The first flight on which space is available; or
- 2) The flight that will provide for the Passenger’s earliest arrival at intermediate or junction transfer point(s) or destination point, via the carrier and class of service as shown on the Passenger’s Ticket; provided, however, that in no event will a Stopover occur when the Passenger departs from the intermediate/junction point on a flight shown in the carrier’s official general schedule as departing within four hours after arrival at such point.

Surface Sector means transportation by means other than air between two intermediate points in a Fare Component.

Through Fare means a fare applicable for travel between two consecutive fare construction points via an intermediate point(s).

Ticket means the record of agreement, including electronic tickets, e.g., “United Electronic Tickets” or “eTickets,” for Passenger air transportation provided by UA under certain terms and conditions to the Passenger named on the Ticket and in accordance with applicable governing tariffs and regulations. An “eTicket” is the record of the ticket agreement maintained and processed within the carrier’s electronic reservation system. A receipt is provided to the purchaser of the ticket that contains a reference for retrieving the record within the carrier’s reservation system and summary of the ticket information. The carrier may mandate the issuance of an e-ticket, regardless of market, carrier, form of payment, and customer type.

Ticketed Point means points shown in the ‘good for passage’ section of the ticket plus any other point(s) used for fare construction and shown in the fare construction box of the ticket, provided that two flight numbers of two carriers such as for an interchange flight will not be permitted on one Flight Coupon.

Transatlantic Sector means that portion of travel covered by a single Flight Coupon from the point of departure in Area No. 1 to the point of arrival in Area No. 2 and vice versa.

Transfer means a change from the flight on one carrier to the flight of another carrier, or a change from the flight of a carrier to another flight of the same carrier bearing the same flight number, or a change from the flight of a carrier to another flight that is a service bearing a different flight number of the same carrier, irrespective of whether or not a change of aircraft occurs.

Transfer Point means any point at which the Passenger Transfers.

Transit Point means any stop at an intermediate point on the route to be traveled (whether or not a change of aircraft is made) which does not fall within the definition of a Stopover.

Transoceanic means the portion of travel covering the area over an ocean and may refer to travel that is either transatlantic or transpacific.

Transpacific Sector means the portion of travel covered by a single Flight Coupon from the point of departure in Area No. 1 to the point of arrival in Area No. 3 and vice versa.

UA means United Air Lines, Inc.

UA Ticket Stock means tickets printed, imprinted or issued electronically with the UA carrier code (016) as part of the ticket serial number.

United means United Air Lines, Inc.

United Express carriers are Carriers not wholly owned or operated by United Air Lines, Inc. but operating with the UA designator code under the trade name “United Express.”

Unaccompanied Minor means a Child/Minor 5 to 11 years of age when traveling alone or not accompanied on the same flight and in the same compartment by a companion Passenger at least 18 years of age or with a Legal Guardian or parent.

United Kingdom (or “U.K.”) means the area composed of England, Scotland, Wales, Northern Ireland, Channel Islands and Isle of Man.

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United States of America (or the “United States” or the “U.S.A.”) means, unless otherwise specified, the area composed of the 48 contiguous states, the District of Columbia, Alaska, Hawaii, Puerto Rico, the U.S. Virgin Islands, American Samoa, Guam, Midway, and Wake Islands.

United States Department of Defense means the U.S.A. Department of the Army, Navy, and Air Force, and the U.S.A. Marine Corps.

Validate means a confirmation that the Ticket has been officially issued by the carrier.

Warsaw Convention means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Warsaw, October 12, 1929, or where applicable, that Convention, as amended, including without limitation, by the Protocol signed at The Hague September 28, 1955.

West Africa means the area composed of Angola, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Congo (Brazzaville), Cote D’Ivoire, Equatorial Guinea, Gabon, The Gambia, Ghana, Guinea, Guinea-Bissau, Liberia, Mali, Mauritania, Niger, Nigeria, Sao Tome y Principe, Senegal, Sierra Leone, Togo and Congo (Kinshasa).

Western Hemisphere means the area composed of the Continental United States, Alaska, Hawaii, Puerto Rico, U.S. Virgin Islands, Canada, Greenland, Mexico, Central and South America, and the Caribbean Area.

RULE 2 STANDARD FORMAT OF ELECTRONIC RULES FOR TARIFF FILING PURPOSES

Rule number reserved for Airline Tariff Publishing Company (“ATPCO”) filings.

RULE 3 APPLICATION OF CONTRACT

- A) These rules constitute the conditions of carriage upon which UA agrees to provide Domestic and International Carriage and are expressly agreed to by the Passenger. These Rules are also the tariffs filed by UA in accordance with certain government regulations.
- B) This Contract of Carriage is subject to applicable laws, regulations, rules, and security directives imposed by governmental agencies, including but not limited to those imposed during or as a result of a national emergency, war, civil unrest or terrorist activities. In the event of a conflict between the Rules contained herein and such government laws, regulations, rules, security directives and their corresponding effects on UA’s operation, the latter shall prevail.
- C) The rules herein are applicable to transportation of Passengers and Baggage provided by UA. See Rule 18 regarding application of these rules to Codeshare services provided by UA on flights operated by a carrier other than UA.
- D) Certain International Carriage is subject to the rules relating to liability established by, and to all other provisions of the Warsaw and/or Montreal Conventions. Any provisions of these rules that are inconsistent with any provision of the applicable Convention shall, to that extent, but only to that extent, be inapplicable to International Carriage.
- E) Except as otherwise provided within specific fare rules, transportation is subject to the Contract of Carriage and charges in effect on the date on which the Ticket is issued. References to pages, rules, items and notes are coterminous and include revisions, supplements and reissues thereof.
- F) Where the Ticket has been purchased and issued before the effective date of an increase in the applicable fare, the increase will not be collected, provided there is no change in Origin, Destination, Stopover point(s), flight(s) or dates shown on the original Ticket. These provisions apply whether an increase results from a change in fare level, a change in conditions governing the fare or a cancellation of the fare itself.
- G) UA is responsible only for transportation of Passengers and Baggage provided by UA, which includes Codeshare services provided by UA on flights operated by a carrier other than UA. See Rule 18 regarding application of these rules to Codeshare services. When UA undertakes to issue a Ticket, check baggage, or make any other arrangements for transportation over the lines of any other carrier on an interline basis (whether or not such transportation is part of a through service), UA will act only as agent for the other carrier in these limited capacities, and will assume no responsibility for the acts or omissions of such other carrier, including but not limited to providing flight status information, delays and other acts or omissions that arise from their flight operations.
- H) No employee or agent of UA has the authority to alter, modify, or waive any fare rules or any provision of the Contract of Carriage unless authorized by a corporate officer of UA. UA’s appointed agents and representatives are only authorized to sell Tickets for air transportation pursuant to approved fares, rules, and regulations of UA. Failure or delay on the part of either party to exercise any right or power herein shall not operate as a waiver thereof.
- I) Unless specifically stated otherwise herein or where any limitation would expressly violate any applicable law, UA shall not be liable for any consequential, compensatory, indirect, incidental or punitive damages arising out of or in connection with the performance of its obligations under these rules.
- J) UA’s obligations hereunder extend only to the Ticketed Passenger. There are no third party beneficiaries to these rules.

- K) Except where provided otherwise by law, UA’s conditions of carriage, rules and tariffs are subject to change without notice, provided that no such change shall apply to Tickets issued prior to the effective date of such change.
- L) The invalidity of any provision herein by local law shall not affect the validity of any other provision that shall remain in full force and effect.
- M) If UA makes arrangements for Passengers with any third party to provide any services other than carriage by air, or if UA issues a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, UA acts only as Passengers' agent in doing so. The terms and conditions of the third party service provider will apply.
- N) Except as otherwise provided below, fare rule provisions, local or joint fares, including Arbitraries, contained in the On-line Tariff Database maintained by Airline Tariff Publishing Company on behalf of UA is considered to be part of International Passenger Rules and Fares Tariff No. IPR-2, C.A.B. No. 376, NTA(A) No. 210.I EXCEPTION: For Fares Published by Rule, see C.A.B. No. 737, NTA(A) No. 476.

RULE 4 RESERVATIONS — CONFIRMATION/FARE QUOTES/DISCLOSURES

- A) A reservation for space on a given flight of UA is valid when the availability and allocation of such space is confirmed by UA or an authorized agent of UA and entered into the carrier’s reservations system. At the time of reservation, UA requires the full name consisting of full first and last name for each passenger to be entered into the name field of the reservation. EXCEPTION: Only one name will be required for reservations for passengers whose passports reflect only one name. Reservations that do not contain the full name of each passenger will be automatically cancelled within 72 hours of reservation confirmation. UA requires ticketing at the time of reservation. UA will allow changes without penalty or a 100% refund to the original form of payment if request is made within 24 hours of ticketing.
- B) Subject to payment or other satisfactory credit arrangements, a validated Ticket will be issued by UA or the authorized agent of UA indicating such confirmed reserved space provided the Passenger applies to UA or the authorized agent of UA for such Ticket within the Check-In Time Limits specified in Rules 5 D) and E). Such reservation of space is subject to cancellation by UA without notice if the Passenger does not comply with this Rule. EXCEPTION: Where other rules, including fare rules, provide for the issuance, validation, or purchase of a Ticket within specific time limits, these specific time limits will apply.
- C) Once a Passenger obtains a Ticket indicating confirmed reserved space for a specific flight and date either from UA or its authorized agent, the reservation is confirmed even if there is no record thereof in UA’s reservation system. EXCEPTION: Tickets shall not be valid if reservations are cancelled pursuant to Rule 5 or cancelled by the passenger or his/her representative.
- D) When a person calls UA’s telephone reservation system, UA will offer such person the lowest published fare available through such telephone reservation system for which the person is eligible given the dates, flights and class of service requested. If a lower fare is available for the same flight through UA’s website, UA will notify the consumer accordingly.
- E) Seat assignments, regardless of class of service, are not guaranteed and are subject to change without notice. UA reserves the right to reseat a Passenger for any reason, including from an Economy Plus seat for which the applicable fee has been paid. If a Passenger is removed from Economy Plus seat for which a fee has been paid, and the Passenger is not re-accommodated in an Economy Plus seat, or if a Passenger is downgraded from a class of service and is not re-accommodated in a seat in the class of service for which a fee has been paid, the Passenger will be eligible for a refund in accordance with Rule 27.
- F) UA may limit the number of Passengers carried at any fare level and certain fares will not necessarily be available on all flights. The number of seats which UA shall make available on a given flight will be determined by UA.
- G) Discounts on fares (round-trip or one-way) may be available in the event of the death or serious illness (requiring hospitalization or hospice care) of an immediate family member. Visit UA’s website, www.united.com, for details regarding UA’s Compassion (Bereavement) Fares policy.

RULE 5 CANCELLATION OF RESERVATIONS

- A) UA has the right to cancel reservations (whether or not confirmed) 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 UA’s control, (including, but not limited to acts of God, force majeure events, strikes, civil commotions, embargoes, wars, hostilities, or other disturbances, whether actual, threatened, or reported).

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- B) UA has the right to cancel reservations (whether or not confirmed) due to the Passenger’s failure to comply with the rules set forth herein, including but not limited to, the Passenger’s failure to pay for the applicable Ticket under the conditions applicable to the fare for such travel.
- C) Failure to Occupy Space - If a Passenger fails to occupy space which has been reserved for him/her on a flight of UA and UA fails to receive notice of the cancellation of the reservation before the departure, or if any carrier cancels the reservation of any Passenger, UA may cancel all reservations (whether or not confirmed) held by such Passenger on the flights of UA or any carrier for continuing or return space, provided UA or an authorized agent of UA originally reserved that space.
- D) Check-In Time Limits - UA has the right to cancel reservations (whether or not confirmed), deny boarding and/or refuse the acceptance of checked baggage of any Passenger who fails to present himself/herself within the applicable check-in time limit for Passengers and/or Baggage.
- 1) Domestic flights, except those departing Guam:
- a) For Passengers who do not need to check baggage, Passenger must complete the purchase of the ticket(s), check-in and obtain a boarding pass at least 30 minutes prior to scheduled departure.
- b) For Passengers who do need to check baggage, Passenger must complete the purchase of the ticket(s), check-in, obtain a boarding pass, and complete baggage check-in at least 30 minutes prior to scheduled departure.
EXCEPTION: At the following airports, Passengers must complete baggage check-in at least 45 minutes prior to scheduled departure: Anchorage, AK; Jacksonville, FL; Tampa/St. Petersburg, FL; Miami, FL; Phoenix, AZ; San Juan, Puerto Rico; Las Vegas, NV; Seattle, WA; Orlando, FL; Philadelphia, PA; Denver, CO; Atlanta, GA; Los Angeles, CA; Orange County, CA; Houston, TX; Newark, NJ; Cincinnati, OH; Cleveland, OH; Chicago, IL; Washington, D.C. (Dulles and Reagan National), VA; Reno, NV; Kona, HI; Maui, HI; Kahului, HI; Honolulu, HI; St. Thomas, U.S. Virgin Islands; St. Louis, MO; and San Francisco, CA.
- c) All Passengers must be present at the loading gate for boarding at least 15 minutes prior to scheduled departure.
NOTE: If the Passenger’s itinerary includes an international destination, the international time limits in D) 2) below apply to all flights in the itinerary.
- 2) All non-stop International flights (including flights departing Guam):
- a) Passenger must complete the purchase of the ticket(s), check-in, check baggage, and obtain a boarding pass at least 60 minutes prior to scheduled departure.
EXCEPTIONS:
- (i) At Lima, Peru, Passengers must complete check-in, check baggage and obtain a boarding pass at least 75 minutes (1 hour, 15 minutes) prior to scheduled departure.
- (ii) Within Ghana, Nigeria, the Federated States of Micronesia, Republic of Palau, Republic of the Marshall Islands and Fiji, Passengers must complete check-in, check baggage and obtain a boarding pass at least 90 minutes (1 hour, 30 minutes) prior to scheduled departure.
- b) All Passengers must be at the loading gate for boarding at least 30 minutes prior to scheduled departure.
EXCEPTION: Within locations specified in D) 2) a) (ii) above, Passengers must be at the loading gate for boarding at least 60 minutes (1 hour) prior to scheduled departure.
- E) The time limits provided by UA in this Rule are minimum time requirements. Passenger and baggage processing times may differ from airport to airport. It is the Passenger’s responsibility to arrive at the airport with enough time to complete check-in, baggage and security screening processes within these minimum time limits. NOTE: Please see www.united.com for more information.
- F) UA is not liable for any consequential, compensatory, or other damages when it cancels reservations (whether or not confirmed) of any Passenger in accordance with this Rule, but if the reservation was canceled according to paragraph A) of this Rule, see Rule 24.
- G) All of UA’s flights are subject to overbooking which could result in UA’s inability to provide previously confirmed reserved space for a given flight or for the class of service reserved. In that event, UA’s obligation to the Passenger is governed by Rule 25.
- H) UA reserves the right to cancel bookings and/or reservations which it deems abusive, illogical, or which are booked and/or reserved with no intention of flying.

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RULE 6 TICKETS

- A) When more than one Ticket must be issued to properly reflect all of the information required for a complete flight itinerary, the individual Tickets will be cross-referenced by their Ticket numbers and are considered to be a single Ticket or “Conjunction Ticket.”
- B) A Ticket will not be issued, and in any case UA will not be obligated to carry any Passenger until the Passenger has paid the applicable fare or has complied with credit arrangements established by UA.
- C) No person will be entitled to transportation except upon presentation of a valid Ticket.
- D) Lost Tickets. See Rule 27 F).
- E) A Ticket which has not been validated or which has been altered, mutilated, or improperly issued, is not valid.
- F) Flight Coupons will be honored only in the order in which they were intended to be used and, in the case of written Tickets, only if all unused Flight Coupons and Passenger Coupons are presented together.
- G) Tickets are not transferable unless otherwise stated on the Ticket at the time it was issued. UA 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, UA 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 to a refund in accordance with the rules in this Contract of Carriage.
- H) A Ticket will be valid only for flight(s) for which reservation(s) have been made and only between the points named on the ticket or applicable Flight Coupons. A Passenger holding an unused open-date Ticket or portion thereof or Exchange Order for onward travel, or who wishes to change a ticketed reservation to another date, shall not be entitled to any preferential right with respect to the obtaining of reservations.
- I) Passengers Occupying Two Seats – Upon request, or if determined necessary by UA, and given availability, a Passenger will be permitted to the exclusive use of two seats subject to the payment of two applicable fares for the points between which the two seats will be used. A Ticket will be issued for each seat and the normal Checked Baggage Allowances will apply in connection with each such Ticket presented to UA. The carry-on allowance is limited to the allowance for one individual.
- J) Prohibited Practices:
 - 1) Fares apply for travel only between the points for which they are published. Tickets may not be purchased and used at fare(s) from an initial departure point on the Ticket which is before the Passenger’s actual point of origin of travel, or to a more distant point(s) than the Passenger’s actual destination being traveled even when the purchase and use of such Tickets would produce a lower fare. This practice is known as “Hidden Cities Ticketing” or “Point Beyond Ticketing” and is prohibited by UA.
 - 2) The purchase and use of round-trip Tickets for the purpose of one-way travel only, known as “Throwaway Ticketing” is prohibited by UA.
 - 3) The use of Flight Coupons from two or more different Tickets issued at round trip fares for the purpose of circumventing applicable tariff rules (such as advance purchase/minimum stay requirements) commonly referred to as “Back-to-Back Ticketing” is prohibited by UA.
- K) UA’s Remedies for Violation(s) of Rules - Where a Ticket is purchased and used in violation of these rules or any fare rule (including Hidden Cities Ticketing, Point Beyond Ticketing, Throwaway Ticketing, or Back-to-Back Ticketing), UA has the right in its sole discretion to take all actions permitted by law, including but not limited to, the following:
 - 1) Invalidate the Ticket(s);
 - 2) Cancel any remaining portion of the Passenger’s itinerary;
 - 3) Confiscate any unused Flight Coupons;
 - 4) Refuse to board the Passenger and to carry the Passenger’s baggage, unless the difference between the fare paid and the fare for transportation used is collected prior to boarding;
 - 5) Assess the Passenger for the actual value of the Ticket which shall be the difference between the lowest fare applicable to the Passenger’s actual itinerary and the fare actually paid;
 - 6) Delete miles in the Passenger’s frequent flyer account (UA’s MileagePlus Program), revoke the Passenger’s Elite status, if any, in the MileagePlus Program, terminate the Passenger’s participation in the MileagePlus Program, or take any other action permitted by the MileagePlus Program Rules in UA’s “MileagePlus Rules;” and
 - 7) Take legal action with respect to the Passenger.

- L) UA may mandate the issuance of an e-Ticket regardless of market, carrier, form of payment, or customer type (including mileage plus and participating carrier frequent flyer members). In addition to all applicable charges, UA will assess a 50.00 USD fee for issuance of a paper ticket.
- M) UA will assess a 50.00 USD fee to assist with a voluntary change on tickets originally issued via any external ticketing source (travel agency, internet agency, other airline, etc.). The fee is non-refundable and applies in addition to all applicable charges.
- N) UA will assess a 30.00 USD fee for tickets purchased at any airport location within the 50 U.S. States, a 25.00 USD fee for tickets purchased through United reservations centers, and a 25.00 USD nonrefundable fee for tickets purchased or changed via City Ticket Offices. The fee applies in addition to all applicable charges.

RULE 7 TICKET VALIDITY PERIOD

- A) Period of Validity - Except as otherwise provided in this Rule or required by the applicable local law of a foreign jurisdiction, any eligible Ticket issued by UA or its authorized agent on UA Ticket Stock will be valid for transportation for one year from the date on which transportation commences at the point of origin as designated on the original Ticket or, if no portion of the Ticket is used, one year from the date of issuance of the original or reissued Ticket, whichever is later. When an unused published fare Ticket is completely reissued, the new Ticket validity on the reissued Ticket will be determined from the date the Ticket was reissued. When a Ticket includes an excursion or special fare having a shorter period of validity than one year, the shorter period of validity will apply only to the excursion or special fare transportation. When a fare limits the carriage to specific periods of the day, week, month, or year, the Ticket is valid for the specified periods only. When fares are combined to create Round/Circle/Open-Jaw Trips, the most restrictive provisions will apply to the entire transportation.

NOTE: Nonrefundable fares have no value after ticketed departure time.

EXCEPTION: When the Passenger cancels the ticketed flight reservations prior to the ticketed departure time, the ticket will be valid for transportation for one year from the date of issuance of the original ticket and will be subject to any and all applicable change fees. Otherwise, the ticket has no value after ticketed departure time.

- B) Extension of Validity Period:
 - 1) If the Passenger is prevented from using the Ticket, or a portion thereof during the period of validity specified in this Rule due to a UA flight cancellation or because UA is unable to provide space on the flight, UA will, without additional collection of fare, extend the ticket validity period of such Passenger's Ticket until the first flight of UA on which space is available in the class of service for which the fare has been paid.
 - 2) If a Passenger is unable to commence or continue travel because of the death or serious illness of the Passenger, the Passenger's immediate family member(s), or the Passenger's traveling companion(s), UA may waive or refund any applicable change fees (less a processing fee) associated with changing the ticket(s). See Rule 27 or visit UA's website, www.united.com, for details regarding UA's Refund Policy.
- C) Waiver of Minimum Stay Requirements - Special Fare - In the event of the death of a Passenger enroute, the minimum stay and group travel requirements with regard to any special fares will be waived for Passengers who are immediate family members of the deceased Passenger or were otherwise actually accompanying the deceased Passenger, on the following conditions:
 - 1) The ticket must be endorsed "earlier return on account of death of (name of Passenger)"; and
 - 2) A copy of the death certificate duly executed by the competent authorities under the applicable laws of the country in which death has occurred must be presented to UA at the time of reticketing. Passengers will be accommodated under this provision only in the class of service originally ticketed.

NOTE: If the death certificate is not available at the time the Passenger requests reticketing under this provision, or if documentation satisfactory to UA has not been provided, the Passenger(s) requesting reticketing will be accommodated only upon payment of the fare applicable to transportation actually used and a request for a refund may later be filed with UA with the documents required. Upon receipt of the request for a refund and all supporting documents, UA will determine whether a refund to the Passenger is appropriate. If so, the maximum refund will be the difference between the total fare paid by the Passenger and the amount such Passenger would have paid if a waiver had been originally furnished under the provisions of this Rule.
- D) Ticket Issue Date - The date when payment is made by credit card, or the ticket invoice date established when payment is made by other acceptable form of payment, will constitute the date a Ticket is "issued" in determining the validity period under this Rule.

RULE 8 RETURNED CHECK CHARGE

UA will collect 25 USD/25 CAD for each returned check. This charge is non-refundable and is not subject to any discount.

RULE 9 DELETED

RULE 10 TRANSATLANTIC SURCHARGES

For details concerning transatlantic surcharges, see UA’s International Fare service surcharges filed with ATPCO referencing this Rule.

RULE 11 PACIFIC SURCHARGES

For details concerning transpacific surcharges, see UA’s International Fare service surcharges filed with ATPCO referencing this Rule.

RULE 12 WESTERN HEMISPHERE SURCHARGES

For details concerning Western Hemisphere surcharges, see UA’s International Fare service surcharges filed with ATPCO referencing this Rule.

RULE 13 ACCEPTANCE OF CHILDREN/MINORS AND INFANTS

A) Children/Minors/Infants Traveling Accompanied

- 1) Children under the age of five (5) must be “accompanied” by an Adult Passenger or the child’s Parent/Legal Guardian on the same flight and in the same compartment. UA reserves the right to require and charge the applicable service fee for Unaccompanied Minor service when a child age five (5) to eleven (11) is traveling with a passenger who is not at least 18 years old or the child’s Parent/Legal Guardian.
- 2) United does not accept infants in incubation (except as permitted under Rule 15C) or infants under seven days old.
- 3) Lap Children (infants under the age of two years):
 - a) One Lap Child per Adult Passenger is accepted. Additional infants under the age of two years must occupy a seat and be ticketed at the applicable adult fare.
 - b) Infants under the age of two years for whom a seat at the applicable adult fare has not been purchased, may not occupy a seat.
NOTE: Infants who are carried in an adult’s lap do not require a Ticket for domestic travel. Infants traveling internationally and to and from Canada require a Ticket, which may be discounted off of the applicable fare. In many cases a Ticket is required for an infant to travel on international flights even if no fare is paid. In addition, some international destinations may carry fees. A USD 0 value or fee only Ticket may be issued for an infant.
- 4) Children who have reached their second birthday are required to purchase a seat and occupy a seat with a separate seat belt. Infants reaching their second birthday after outbound flights will be required to purchase a Ticket and occupy a seat for continuing/return flights only.
- 5) Infant/child Seats: Children unable to sit upright with the seat belt fastened must be carried in an approved infant/child seat, if not being held by an Adult Passenger as a lap child. Infant/child seats:
 - a) Must be FAA approved and be clearly marked with the original NHTSA label.
 - b) Must be used in unoccupied aircraft seats and cannot be held in an adult’s lap.
 - c) Cannot be used in an Exit Row.
 - d) Must remain properly secured to an aircraft seat at all times unless stored as a carry-on.

B) Children/Minors Traveling Unaccompanied

- 1) UA offers Unaccompanied Minor service for children/minors under age 18 who are not accompanied by a passenger who is at least 18 years old or a Parent/Legal Guardian. The policies for UA’s Unaccompanied Minor service apply only to flights operated by UA. See Rule 18 regarding travel on or connection to flights operated by a carrier other than UA. Customers should review the rules for flights operated by another carrier and familiarize themselves with the policies regarding Unaccompanied Minors, which may differ from UA’s policies for Unaccompanied Minor service.
- 2) Unaccompanied children under five (5) years of age are not accepted on flights operated by UA and Carriers doing business as United Express.
- 3) UA’s Unaccompanied Minor service is mandatory for unaccompanied children age five (5) to eleven (11) years old and optional for unaccompanied minors age 12 to 17 years old.
- 4) Unaccompanied children/minors are not accepted on flights operated by UA that connect to/from flights operated by a carrier other than UA, including other UA codeshare partners.

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- 5) Unaccompanied children age five (5) to seven (7) years old may only travel on nonstop or direct flights operated by UA and Carriers doing business as United Express.
 - 6) Unaccompanied children age eight (8) to eleven (11) years old, and any other unaccompanied minors for whom the service fee is paid, may travel on nonstop, direct, and connecting flights operated by UA and Carriers doing business as United Express, except on the last connecting flight of the day to their final destination unless the connecting flight is the only published service to that destination. Unaccompanied children/minors are not accepted on flights which require an overnight stay in order to make a connection.
 - 7) Unaccompanied children/minors must be brought to the airport of departure by a parent, legal guardian, or responsible adult who shall remain with the unaccompanied child(ren)/minor(s) until the unaccompanied child(ren)/minor(s) has boarded and the plane is airborne, and who shall confirm that the unaccompanied child(ren)/minor(s) will be met by another parent, legal guardian, or responsible adult upon deplaning at the final destination.
 - 8) The parent, legal guardian, or responsible adult receiving the unaccompanied child(ren)/minor(s) upon deplaning at the final destination may be required to complete and sign documentation relating to such unaccompanied child(ren)/minor(s).
 - 9) When two or more unaccompanied minors are traveling together, the most restrictive age requirement will apply.
 - 10) Proof of age may be required by UA.
- C) Unaccompanied Minor Service Fee
- 1) Service fees for Unaccompanied Minor service is subject to change at UA’s discretion. The fare for Unaccompanied Minor service for children 5-17 includes the applicable adult fare in addition to a service charge of 150 USD/150 CAD assessed for each one-way journey from the child’s boarding point to the child’s final destination. Visit UA’s website, www.united.com, for more information about UA’s Unaccompanied Minor policies, as well as tips concerning children traveling alone.
 - 2) For purposes of this Rule, Unaccompanied Minor service includes reasonable supervision for Unaccompanied Minors from boarding until deplaning at the final destination.

RULE 14 SPECIAL SERVICES

- A) Definition of Non-Ambulatory under this Rule:
- 1) Persons who are unable to move themselves or need the support of another person to walk or move, but who are otherwise capable of caring for themselves without assistance throughout the flight are considered Non-Ambulatory.
 - 2) If a Passenger uses a wheelchair for convenience, the Passenger is not considered to be Non-Ambulatory.
 - 3) A child or infant is not considered to be Non-Ambulatory merely because of his/her age, except when requiring an Infant Transport System.
 - 4) If the Passenger can move himself/herself from his/her seat to the nearest emergency exit without the aid of another person, the Passenger is not considered to be Non-Ambulatory, regardless of the degree of impairment.
- B) Qualifications for Acceptance of Non-Ambulatory Passengers - Non-Ambulatory Passengers are accepted when accompanied by an assistant able to assist the Non-Ambulatory Passenger to evacuate the aircraft in accordance with 14 CFR Part 382.29. See Rule 21.
- C) Qualified Individual with a Disability - UA requires a Passenger, including a Qualified Individual with a Disability, to provide up to 48 hours’ advance notice and check-in one hour before the check-in time for the general public for Domestic U.S. flights and for International flights as set forth in Rules 5 D) and 5 E) if such Passenger wishes to receive any of the following service accommodations:
- 1) Transportation of an electric wheelchair on an aircraft with fewer than 60 seats.
 - 2) Provision by UA of hazardous materials packaging for a battery for a wheelchair or other assistive device.
 - 3) Accommodation for a group of ten or more Qualified Individuals with Disabilities who make reservations and travel as a group.
 - 4) Provision of an on-board wheelchair on an aircraft with more than 60 seats that does not have an accessible lavatory.
 - 5) Transportation of an emotional support or psychiatric service animal in the cabin.
 - 6) Provision by UA of carrier-supplied in-flight medical oxygen (if applicable).
 - 7) Use of a ventilator, respirator, Continuous Positive Airway Pressure (CPAP) machine, or Passenger’s own Personal Oxygen Concentrator (POC).
- D) When Travel Assistance is Required:

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- 1) If UA determines that an assistant is essential for safety, UA may require that a Passenger, including a Qualified Individual with a Disability, meeting any of the following criteria travel with an assistant as a condition of being provided air transportation:
 - a) A person who, because of a mental disability, is unable to comprehend or respond appropriately to safety instructions from UA personnel, including the safety briefing required by 14 CFR, Part 121.571(a)(3), (a)(4) and 135.117(b);
 - b) A person with a mobility impairment so severe that the person is unable to physically assist in his or her evacuation of the aircraft; or
 - c) A person who has both severe hearing and severe vision impairments if the person cannot establish some means of communication with UA personnel adequate to permit the transmission of the required safety briefing.

NOTE: If UA determines that a person meeting the criteria in subparagraphs (a), (b) or (c) above must travel with an assistant, contrary to the individual’s self-assessment that he/she is capable of traveling independently, UA will not charge for the transportation of the assistant.

EXCEPTION: For Passengers traveling to/from Canada, UA will accept a disabled person’s determination of his/her self-reliance.

NOTE: Flight attendants and other crew members cannot assist with any medical services, assistance inside the lavatory, or in actual feeding.
 - 2) If, because there is not a seat available on a flight for an assistant whom UA has determined to be necessary, a Qualified Individual with a Disability with only one confirmed reservation is unable to travel on the flight, the Qualified Individual with a Disability shall be eligible for denied boarding compensation in accordance with Rule 25. For purposes of determining whether a seat is available for an assistant, the assistant shall be deemed to have checked in at the same time as the Qualified Individual with a Disability.
- E) For Rules regarding wheelchairs, see Rules 23 and 28.

RULE 15 MEDICAL SERVICES

- A) Onboard Medical Oxygen Service - UA may provide on-board medical oxygen service when requested in advance and only in limited markets in the Micronesia area. Passengers requesting on-board medical oxygen service will be required to give UA a minimum 48 hours advance notice and check-in one hour before the check-in time for the general public for Domestic U.S. and International flights as set forth in Rule 5 D) and E). Contact UA to verify availability and additional conditions of service. UA is not liable for failure to provide this service in emergency or other circumstances beyond its control.
- B) Passenger-Provided Portable Oxygen Concentrators - Portable oxygen concentrators (POCs) approved by the Federal Aviation Administration (FAA) may be carried and used on board flights operated by UA worldwide, at no charge, in accordance with specific FAA requirements. Passengers utilizing POCs are required to give UA a minimum 48 advance notice and check-in one hour before the check-in time for the general public for Domestic U.S. and International flights as set forth in Rule 5 D) and E) and must also meet the following conditions:
 - 1) Check www.united.com for a list of specific POCs currently approved by the FAA.
 - 2) Non-approved POC brands and models that do not contain compressed or liquid oxygen may be carried in the cabin if they meet United’s carry-on size and weight requirements. Alternatively, they may be transported as checked baggage. UA may accept other brands and models for use on board in the future as they become approved by the FAA and UA.
 - 3) Passengers must satisfy specific requirements prior to boarding the aircraft. The Passenger must:
 - a) provide advance notice in the reservation record that he/she is planning to use a POC on board the flight.
 - b) have a signed written Doctor’s statement that:
 - (i) states the user of the POC has the physical and cognitive ability to see, hear and understand the device’s aural and visual cautions and warnings and is able, without assistance, to take appropriate action in response to those cautions and warnings.
 - (ii) states whether or not oxygen use is medically necessary for all or a portion of the flight(s) listed on the Passenger’s itinerary.
 - (iii) specifies the maximum oxygen flow rate in liters per minute corresponding to the pressure in the cabin of the aircraft under normal operating conditions.
 - (iv) may be reviewed at the airport prior to boarding and must be kept by the Passenger and provided upon request by UA personnel at any time during travel. Passengers may use and print out the Medical Verification Statement available on UA’s website, www.united.com.

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- c) ensure that he/she has ample batteries to power the POC for the duration of his/her flight plus 3.0 additional hours to allow for unanticipated delays and any ground connection time where the POC is planned to be used. (NOTE: aircraft in-seat electrical power is not available for Passenger use with POCs).
 - d) ensure that all extra batteries are properly protected from short circuiting by either:
 - (i) having recessed battery terminals or;
 - (ii) packing them so that the batteries do not contact metal objects including the terminals of other batteries.
 - 4) Failure to meet the requirements will result in denied use of the POC during travel. Passengers planning on traveling with POCs are solely responsible for advising UA as soon as reservations are confirmed, regardless of whether the reservations were made through a travel agent, on the internet or directly with UA, in order to confirm specific requirements and to provide the airline with required information.
 - 5) When connecting to or from any flight other than a UA, United Express, or any interline flight, the Passenger is responsible for notifying and making independent arrangements directly with the other airline.
 - 6) POCs are assistive devices for Passengers with disabilities. As such, they do not count toward carry-on or checked baggage limits, whether or not they are used on board. They must be able to fit underneath the seat or in an overhead storage compartment. A Passenger using a POC may not sit in an exit row or bulkhead seat. Additionally, a Passenger using a POC during takeoff and landing may not sit in an aisle seat.
 - 7) UA is not liable for POC equipment failures, failure of the batteries that power the POC, or any other losses or damages alleged by the Passenger or any other person arising out of the use or possession of the POC, unless caused by the gross negligence or willful misconduct of UA.
- C) Medical Transport Services - These services are limited and provided only in the Micronesia region. Passengers must provide 48 hours' advance notice for these services (UA will make reasonable efforts to accommodate Passengers who fail to meet the 48-hour reservation/notification requirement, but will not be obligated to do so). Subject to UA's approval based upon the availability of space, appropriate equipment, aircraft type, and pursuant to the following conditions:
- 1) Passengers on Stretchers
 - a) Passenger must comply with UA's medical procedures;
 - b) Passenger must pay for all seats required for stretcher transportation as determined by UA;
 - c) Passenger must be accompanied by two assistants, provided at the Passenger's expense, one being a medical escort and the other a family member or guardian;
 - d) The cost of ambulance service, hospitalization and other ground services shall be paid by the Passenger;
 - e) The normal Baggage Allowance will apply to each fare paid; and
 - f) The loading and unloading of the stretcher Passenger is the responsibility of the stretcher Passenger's assistants and must be arranged by the Passenger at his or her own expense.
 - 2) Incubators and Infant Transport System (ITS)
 - a) The fee for ITS transport is six normal full adult economy fares;
 - b) The loading and unloading of the ITS will be handled by UA;
 - c) The cost of ambulance service, hospitalization and other ground services shall be paid by the Passenger;
 - d) ITS must be accompanied by physician or medical attendant to attend to the Passenger's inflight needs and who is provided at the Passenger's expenses; and
 - e) Passenger must comply with UA's medical procedures.
 - 3) All necessary medical documentation must be completed and provided to UA prior to flight.

RULE 16 SERVICE ANIMALS

- A) UA accepts for transportation, without charge, trained Service Animals for travel with a Qualified Individual with a Disability who requires the animal to assist them in the performance of necessary activities. The animals will be permitted to accompany the Passenger in the cabin, if they meet the conditions of acceptance noted below. Service animals may not occupy a seat. Certain unusual animals/reptiles pose unavoidable safety and/or public health concerns and UA will not accept snakes, other reptiles, ferrets, rodents and spiders as Service Animals.
- B) Conditions of Acceptance
 - 1) UA shall accept as evidence that an animal is a Service Animal such items as identification cards, other written documentation, the type of harness or markings on the harness, tags, or other credible assurances of the Qualified Individual with a Disability using the animal.

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- 2) Service Animals must be properly harnessed or leashed and remain under the direct control of the Passenger. A Service Animal will be denied boarding or removed from the flight by UA if the animal cannot be contained by the passenger or otherwise exhibits behavior that poses a threat to the health or safety of other passengers or a significant threat of disruption.
 - 3) Certain Service Animals, such as various breeds of monkeys, must be small enough to fit in the space under the seat without invading another Passenger’s seat area during the entire flight. If no other seat accommodation can be made and the animal is too big to fit safely in the cabin, the Service Animal must be transported as cargo through the PetSafe® program.
 - 4) Passengers with Service Animals will not be seated in emergency exit rows. They may not obstruct an aisle or other area that must remain unobstructed in order to facilitate an emergency evacuation.
 - 5) A Passenger requesting to travel with an animal that is used as an emotional support or psychiatric Service Animal will be required to provide to UA current documentation (i.e., not older than one year from the date of the Passenger’s scheduled initial flight) on the letterhead of a licensed mental health professional (e.g., psychiatrist, psychologist, licensed clinical social worker, including a medical doctor specifically treating the passenger’s mental or emotional disability) stating the following: (1) the passenger has a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders-Fourth Edition (DSMIV); (2) the Passenger needs the emotional support or psychiatric Service Animal as an accommodation for air travel and/or for activity at the Passenger’s destination; (3) the individual providing the assessment is a licensed mental health professional and the Passenger is under his or her professional care; and (4) the date and type of the mental health professional’s license and the state or other jurisdiction in which it was issued. UA reserves the right to authenticate any documentation presented.
- C) UA accepts for transportation, without charge, a properly harnessed dog trained in explosive detection, drug search, and rescue, or other specific functions, when accompanied by its handler on official emergency business as authorized by an appropriate federal, state, or local government agency. Such official duty status must be documented in writing to the satisfaction of UA. The dog will be permitted to accompany its handler into the cabin, but not to occupy a seat.
 - D) Local regulations at the Passenger’s final or intermediate destination(s) may apply and impose further requirements or restrictions, including but not limited to, carriage in the passenger cabin, limitations on the designation of Service Animals to dogs only, or the non-recognition of emotional support animals as trained and qualified Service Animals.
 - E) The Passenger assumes full responsibility for the safety, well-being, and conduct of its Service Animal, including the interaction of the Service Animal with other Passengers who may come in contact with the animal while on board 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 and/or to which the animal is being transported.
 - F) Trainers are permitted to bring one service animal onboard free of charge that is training to assist disabled passengers. These service animals must not occupy a seat. Trainers transporting service animals who are not in training must check these animals as cargo through the PetSafe® program.

RULE 17 GROUND TRANSFER SERVICE

- A) UA may provide ground transfer service between airports and city centers.
- B) Except where ground transfer service is directly operated by UA, it is agreed that any such service is performed by independent operators. Anything done by an employee, agent or representative of UA in assisting the Passenger to make arrangements for such independent ground transfer service shall in no way make UA liable for the acts or omissions of such independent operator.
- C) In cases where UA maintains and directly operates local transfer services for its Passengers, the terms, conditions, rules and regulations of UA, including but not limited to, those stated or to which reference is made in UA’s Tickets, Baggage Checks and baggage valuation agreements shall be deemed applicable to such local ground transfer services. No portion of the air transportation fare shall be refundable in the event local ground services are not used by the Passenger.

RULE 18 SERVICE PROVIDED BY UNITED EXPRESS AND OTHER CODESHARE PARTNERS

- A) UA has arrangements with certain other carriers to enable UA to provide Codeshare services to Passengers on flights operated by these carriers. Transportation provided by UA under a Codeshare arrangement with these carriers is designated by a flight number that includes UA’s two-letter airline designator code, “UA”.
- B) For Codeshare services on flights operated by another carrier, UA is responsible for the entirety of the Codeshare journey for all obligations to Passengers established in these rules. The rules contained herein with respect to ticketing will apply to UA Codeshare services on flights operated by partner airlines. However, each Codeshare partner has rules with respect to the operation of its own flights, and some may differ from UA’s rules for flights operated by UA.

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Those rules are incorporated herein by reference and form a part of this Contract of Carriage. The rules with respect to operations that may differ between UA and its partners include, but are not limited to:

- 1) check-in time limits;
- 2) unaccompanied minors;
- 3) carriage of animals;
- 4) refusal to transport;
- 5) oxygen service;
- 6) irregular operations;
- 7) denied boarding compensation;
- 8) baggage acceptance, allowance and liability;
- 9) smoking.

UA’s website, www.united.com, contains a list of the carriers that operate flights for Codeshare service provided by UA and provides links to each of their contracts of carriage. More information can also be obtained by calling United at 1-800-UNITED-1 (1-800-864-8331). Passengers should review the rules for flights operated by another carrier under a Codeshare agreement and familiarize themselves with such things as flight check-in requirements and policies regarding unaccompanied minors, carriage of animals, refusal to transport, oxygen services, irregular operations, denied boarding compensation and baggage acceptance among others.

- C) When another foreign or U.S. Codeshare partner operates a flight on which UA’s designator code “UA” appears, the operating carrier’s contingency plan for lengthy tarmac delays will apply to that flight.

RULE 19 TRAVEL DOCUMENTS

- A) Each Passenger desiring transportation across any international boundary is responsible for obtaining and presenting all necessary travel documents, which shall be in good condition, and for complying with the laws of each country flown from, through or into which he/she desires transportation. UA reserves the right to seek reimbursement from the Passenger for any loss, damage, or expense suffered or incurred by UA by reason of such Passenger’s failure to do so. UA is not liable for any assistance or information provided by any employee or agent of UA to any Passenger relating to such documents or compliance with such laws, or for the consequences to any Passenger resulting from his/her failure to obtain and present such documents, which shall be in good condition, or to comply with such laws. Where legally permitted, UA reserves the right to hold, photocopy or otherwise reproduce a travel document presented by any Passenger. UA also reserves the right to deny boarding to any Passenger whose necessary travel documents are not in good condition or which otherwise do not comply with laws of the specific country the Passenger is departing from, transiting through, or traveling to.
- B) Subject to applicable laws and regulations, the Passenger must pay the applicable fare whenever UA, on government order, is required to return a Passenger to his/her point of origin or elsewhere due to the Passenger’s inadmissibility into/or deportation from a country. The fare will be the applicable fare in effect at the time of the original Ticket’s issuance. Any difference between the applicable fare and the fare paid will be collected from or refunded to the Passenger, as the case may be. UA will apply to the payment of such fares any funds paid by the Passenger for unused carriage or any funds of the Passenger in possession of UA. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by UA unless the law of such country requires that the fare be refunded.
- C) Australian Electronic Travel Authority (ETA): Effective February 9, 2005 UA will collect a 20 USD non-refundable service fee for the issuance through United of Australia’s Electronic Travel Authority (ETA).
The fee will be collected only for the request of:
- 1) A Visitor/Tourist (Type V) ETA; - Traveling for tourism for a visit up to three months per visit within a 12-month period.
 - 2) A Business Entrant-Short Validity (Type BS) ETA; - Traveling on business for a one-time visit up to three months from date of arrival.
- Note: The Business Entrant-Long Validity (Type VL) ETA fee of 65 USD that has always been required remains in effect and must be paid with a credit card at booking time through the ETA system only.
- D) This Rule and its limitations includes, but is not limited to, Travel Documents related to travel by minors. Some countries require special documents for minors traveling with only one parent to/from an international destination.

RULE 20 SCREENING OF PASSENGERS AND BAGGAGE

Passengers and/or their baggage are subject to security screening, including but not limited to, security profiling, physical pat-downs and inspections, x-ray screening, manual bag searches, questioning of Passengers, and use of electronic or other detectors or screening or security devices, in the sole discretion of the government, airport or UA, and with or without the

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Passenger’s presence, consent or knowledge. Neither UA nor its employees or agents is liable for any damage, loss, delay (including refusal to transport), confiscation of property, injury or other harm relating to or arising out of security screening or Passenger's failure to submit to or comply with such security screening.

RULE 21 REFUSAL TO TRANSPORT

UA shall have the right to refuse to transport or shall have the right to remove from the aircraft at any point, any Passenger for the following reasons:

- A) Breach of Contract of Carriage – Failure by Passenger to comply with the Rules of the Contract of Carriage.
- B) Government Request or Regulations – Whenever such action is necessary to comply with any government regulation, security directive, or any governmental request for emergency transportation in connection with the national defense.
- C) Force Majeure and Other Conditions – Whenever such action is necessary or advisable by reason of weather or other conditions beyond UA’s control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported.
- D) Search of Passenger or Property – Whenever a Passenger refuses to submit to electronic surveillance or to permit search of his/her person or property.
- E) Proof of Identity – Whenever a Passenger refuses on request to produce identification satisfactory to UA or who presents a Ticket to board and whose identification does not match the name on the Ticket. UA shall have the right, but shall not be obligated, to require identification of persons purchasing tickets and/or presenting a ticket(s) for the purpose of boarding the aircraft.
- F) Failure to Pay – Whenever a Passenger has not paid the appropriate fare for a Ticket, Baggage, or applicable service charges for services required for travel, or produced satisfactory proof to UA that the Passenger is an authorized non-revenue Passenger or has engaged in a prohibited practice as specified in Rule 6.
- G) Across International Boundaries – Whenever a Passenger is traveling across any international boundary if:
 - 1) The government required travel documents of such Passenger appear not to be in order according to UA's reasonable belief; or
 - 2) Such Passenger’s embarkation from, transit through, or entry into any country from, through, or to which such Passenger desires transportation would be unlawful or denied for any reason.
- H) 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) Passengers whose conduct is disorderly, offensive, abusive, or violent;
 - 2) Passengers who fail to comply with or interfere with the duties of the members of the flight crew, federal regulations, or security directives;
 - 3) Passengers who assault any employee of UA, including the gate agents and flight crew, or any UA Passenger;
 - 4) Passengers who, through and as a result of their conduct, cause a disturbance such that the captain or member of the cockpit crew must leave the cockpit in order to attend to the disturbance;
 - 5) Passengers who are barefoot or not properly clothed;
 - 6) Passengers who appear to be intoxicated or under the influence of drugs to a degree that the Passenger may endanger the Passenger or another Passenger or members of the crew (other than a qualified individual whose appearance or involuntary behavior may make them appear to be intoxicated or under the influence of drugs);
 - 7) Passengers wearing or possessing on or about their person concealed or unconcealed deadly or dangerous weapons; provided, however, that UA will carry law enforcement personnel who meet the qualifications and conditions established in 49 C.F.R. §1544.219;
 - 8) Passengers who are unwilling or unable to follow UA’s policy on smoking or use of other smokeless materials;
 - 9) Passengers who are unable to sit in a single seat with the seat belt properly secured, or are unable to put the seat’s armrests down when seated, unless they comply with Rule 6 I);
 - 10) Passengers who are manacled or in the custody of law enforcement personnel;
 - 11) Passengers who have resisted or may reasonably be believed to be capable of resisting custodial supervision;
 - 12) Pregnant Passengers in their ninth month, 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;

- 13) Passengers who are incapable of completing a flight safely, without requiring extraordinary medical assistance during the flight, as well as Passengers who appear to have symptoms of or have a communicable disease or condition that could pose a direct threat to the health or safety of others on the flight. (NOTE: UA requires a medical certificate for Passengers who wish to travel under such circumstances. Visit UA’s website, www.united.com, for more information regarding UA’s requirements for medical certificates);
- 14) Passengers who fail to travel with the required safety assistant(s) pursuant to Rules 14 and 15;
- 15) Passengers who do not qualify as acceptable Non-Ambulatory Passengers (see Rule 14);
- 16) Passengers who have or cause a malodorous condition (other than individuals qualifying as disabled);
- 17) Persons who are mentally deranged or mentally incapacitated whose behavior may be hazardous to himself/herself, the crew, or other passengers. However, UA will accept escorted mental patients if the requesting mental authority furnishes a medical certificate which states that the mental patient may be transported safely. The escort must accompany the escorted passenger at all times; and
- 18) Unaccompanied passengers who are both blind and deaf, unless such passenger is able to communicate with representatives of UA by either physical, mechanical, electronic, or other means. Such passenger must inform UA of the method of communication to be used.

NOTE: The activities enumerated in H) 1) through 8) shall constitute a material breach of contract, for which UA shall be excused from performing its obligations under this contract. In addition, UA reserves the right to seek reimbursement from any Passenger who, by reason of engaging in the above activities, causes UA any loss, damage or expense.

- D) UA is not liable for its refusal to transport any passenger or for its removal of any passenger in accordance with this Rule. A Passenger who is removed or refused transportation in accordance with this Rule may be eligible for a refund upon request. See Rule 27 A). As an express precondition to issuance of any refund, UA shall not be responsible for damages of any kind whatsoever. The passenger’s sole and exclusive remedy shall be Rule 27 A).

RULE 22 SMOKING POLICY

Smoking (including use of electronic simulated smoking materials and smokeless cigarettes) is not permitted on any flights operated by UA. Use of betel nut (i.e., betel chewing) is also prohibited on all flights operated by United. Federal law also prohibits smoking in an airplane lavatory and tampering with, disabling, or destroying any smoke detector installed in any airplane lavatory. Federal law provides for a penalty of up to \$2,000 for tampering with the smoke detector installed in this lavatory. Individuals are subject to FAA enforcement action and substantial monetary penalties for violation of this law and related regulations. By purchasing a ticket or accepting transportation, the Passenger agrees to comply with UA’s policy on smoking and use of other smokeless materials, as well as applicable federal law, and UA reserves the right to seek reimbursement from any Passenger whose failure to do so causes UA any loss, damage or expense.

RULE 23 BAGGAGE

- A) General Conditions of Acceptance - Passengers may check Baggage for carriage in the cargo compartment of the aircraft and/or may carry Baggage on board the aircraft subject to provisions in this Rule. UA will accept Baggage subject to the following conditions:
 - 1) Passengers must present a valid Ticket for transportation over the lines of UA or over the lines of UA and one or more other carriers with which UA has an Interline Transportation agreement.
 - 2) UA has the right to refuse to transport Baggage on any flight other than the one carrying the Passenger.
 - 3) UA will refuse to accept property for transportation when the size, weight, character or type of packaging renders it unsuitable for transportation on the particular aircraft which is to transport it, or when the property cannot be accommodated without harming or annoying Passengers, or which is not suitable or adequately packed to withstand ordinary handling, unless the passenger executes a release form.
 - 4) All Baggage or other property for which UA assumes custody and for which it issues a Baggage Claim Check shall be deemed acceptable for transportation by air.
 - 5) Baggage will not be checked:
 - a) To a point that is not on the Passenger’s Routing;
 - b) Beyond the Passenger’s next point of Stopover or, if there is no Stopover, beyond the final Destination of the Ticket;
 - c) Beyond a point at which the Passenger wants to reclaim the Baggage or any portion thereof;
 - d) Beyond a point to which all applicable charges have been paid;
 - e) Beyond a point at which the Passenger is to Transfer to a connecting flight, if that flight is scheduled to depart from an airport different from the one at which the Passenger is scheduled to arrive; or

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- f) To an intermediate point unless the intermediate point to which the Baggage is to be checked is a permissible Stopover point at the fare paid (except if the Passenger is making a connection to the first available UA flight departing from such intermediate point and the connection exceeds four hours, the Passenger may reclaim his/her Baggage at such intermediate connecting point).
 - 6) UA has the right to refuse to accept Baggage from the Passenger if the Passenger fails to present the Baggage within the Check-in time limits specified in Rules 5 D) and E), or if the Passenger will be voluntarily separated from his or her Baggage (other than those Passengers whose flight is oversold and who volunteer to take a later flight). UA may require a signed release of liability as a condition of Baggage acceptance in these circumstances.
 - 7) It is the Passenger’s responsibility to attach proper identification to Baggage, and UA is not liable for a Passenger’s failure to do so.
 - 8) Checked Baggage will generally be carried on the same aircraft as the Passenger unless such carriage is deemed impractical by carrier, in which event the carrier will make arrangements to transport the Baggage on the next flight on which space is available.
 - 9) All baggage is subject to inspection by UA. However, there is no obligation that UA perform an inspection. UA will refuse to transport or will remove at any point baggage that the passenger refuses to submit for inspection.
 - 10) UA will not accept baggage or other personal property for storage.
- B) Baggage Allowance - When a Passenger presents a valid Ticket for transportation between points on UA, transportation of the Passenger’s Baggage between such points will be subject to the terms and conditions of this Rule, as well as the Additional Liability Limitations found in Rule 28. For purposes of this Rule, “Baggage Allowance” is defined as the number of pieces of Baggage that will be carried subject to payment of applicable service fee(s), either as Checked Baggage or Carry-on Baggage, provided such Baggage meets the specified Maximum Outside Linear Dimensions and maximum weight of each piece.
- 1) Checked Baggage Allowance - UA will accept up to two pieces of Checked Baggage with a maximum weight of 50 pounds (22.7kg) and a Maximum Outside Linear Dimension of 62 inches (158cm) (measured by adding the width + length + height) subject to payment of the applicable service fee(s). First and second Checked Baggage service charges vary depending on the type of fare purchased, date of purchase, date of travel, active military status, the Passenger’s itinerary (e.g., domestic or international), and/or when and where baggage is checked and the applicable service fee is paid (e.g., checked and pre-paid at united.com or at the airport). Subject to the forgoing statement, for travel within the United States , and to and from Canada, Puerto Rico, and the Virgin Islands, the first checked bag fee is 25 USD/25 CAD, and the second checked bag fee is 35 USD/35 CAD. For travel between North, Central and South America to/from Europe, Africa and the Middle East the second checked bag fee is 100 USD/100 CAD (except between Canada and the United Kingdom where the 2nd bag fee is 70 USD/70 CAD). For travel between the U.S., Canada, Puerto Rico and the U.S. Virgin Islands to/from Mexico and Central America, the 2nd baggage fee is 40 USD/40 CAD. For travel between North, Central and South America to/from Asia (including Japan) and the South Pacific, including Micronesia, the second checked bag fee is 100 USD/100 CAD. For travel between Asia and the South Pacific (excluding Micronesia, Palau, and the Marshall Islands), the second checked bag fee is 70 USD/70 CAD. For travel between Japan and Micronesia, Palau, and the Marshall Islands, the second checked bag fee is 40 USD/40 CAD. Passengers who travel with checked baggage in excess of the Baggage Allowance will be charged 100 USD/100 CAD per piece for travel within the United States, and between the United States and Canada, Puerto Rico, and the U.S. Virgin Islands. For travel to Mexico, the Caribbean, Central America and South America, checked baggage in excess of the Baggage Allowance will be charged 150 USD. For all other international destinations, checked baggage in excess of the Baggage Allowance will be charged 200 USD. In addition, the following provisions apply for Checked Baggage:
 - a) UA may, at its sole discretion, change, consider and make exceptions to its Baggage Allowance policy (e.g., to the number, size, weight, type, and/or applicable service charges) for certain MileagePlus members, First Class and Business First customers, certain credit card holders, active military personnel, and/or other Passengers depending on the fare class purchased.
 - b) Applicable Baggage service fee(s) paid are non-refundable. A Passenger who does not travel as a result of a cancellation, Change in Schedule, or Schedule Irregularity will be eligible for a refund upon request. See Rule 27 C). United will also reimburse Passengers for any fee charged to transport bag(s) that are lost.
 - c) UA may allow certain sporting equipment and other items to be checked in lieu of one piece of Baggage. See Rule 23 E) for more information.
 - d) Boxes with a maximum of 50 lbs and 42 linear inches (107 cm) may be accepted as Checked Baggage on flights operating as United Express to the Caribbean, Central America, and Mexico.
 - e) For travel to, from or within Micronesia, Baggage is limited to two checked bags, 1 checked bag and 1 checked box or 1 checked bag and 1 checked cooler not to exceed Maximum Outside Linear Dimensions of 62 linear inches (158 cm) and 50 pounds (22.7 kg).

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- f) If bags exceed the maximum linear dimensions, weight, or allowance, excess baggage charges may also apply. Baggage weighing 100 pounds (45 kg) or more will not be accepted as checked baggage.
- g) The items listed below will not be included as part of the Checked Baggage Policy, and can be checked free of charge:
 - (i) Assistive devices (e.g. cane, one set of crutches, one set of braces, prosthetic devices, or a wheelchair). For additional information on wheelchairs, see G) 4) below.
 - (ii) For transportation from points originating in Florida or Hawaii, one box or one mesh bag of fruit, or one box of flowers, of which the maximum linear dimensions do not exceed 62 inches.
 - (iii) One child/infant’s car restraint seat or one collapsible stroller.
NOTE: One seat and collapsible stroller is allowed for each accompanied child.
- 2) Carry-on Free Baggage Allowance - UA will accept one piece of Carry-on Baggage free of charge, which, for purposes of this Rule, is referred to as the “Carry-on Free Baggage Allowance”, and one personal item such as a shoulder bag, backpack, briefcase, laptop bag or similar item. Carry-on Baggage must not exceed the Maximum Outside Linear Dimensions of 45 inches (114 cm) (height + width + depth), which includes its wheels and handles, and may not be longer than 22 inches in any single dimension. Personal items must not exceed 36 linear inches, which includes any wheels and handles, and may not be longer than 17 inches in any single dimension. A personal item that exceeds these maximum linear dimensions but is not greater than 45 inches or longer than 22 inches in any single dimension will be considered as Carry-on Baggage. Carry-on Baggage or personal items suspected of being oversized may require being placed into a sizing unit to determine acceptability. Carry-on Baggage that exceeds the Maximum Linear Dimensions allowed or that exceeds the Carry-on Free Baggage Allowance will be considered as Checked Baggage and is subject to Checked Baggage service charges. Carry-on Baggage may be stored in carry-on compartments of the aircraft if so equipped, or it must be retained in the Passenger’s custody and stored under a seat or in an overhead compartment approved for the carriage of such Baggage. Carry-on Baggage is subject to the following additional conditions:
 - a) Operations, space constraints, security directives and/or other safety considerations may require limitations to the allowable Carry-on Baggage on a specific flight.
 - b) UA reserves the right in its sole and absolute discretion to determine the suitability and place of storage of any items to be carried in the cabin of the aircraft.
 - c) UA reserves the right to check a Passenger’s Carry-on Baggage for any reason, including if the Carry-on Baggage cannot be safely stowed, or the Carry-on Baggage is not compliant with the Maximum Outside Linear Dimensions specified in section 2) above.
 - d) In addition to the Carry-on Free Baggage Allowance listed above, the following items do not count toward the one Carry-on plus one personal item:
 - (i) An overcoat or wrap.
 - (ii) An umbrella.
 - (iii) A reasonable amount of reading material.
 - (iv) A pet carrier (charges apply) (the carrier must be small enough to fit underneath the seat without blocking any person’s path to the main aisle of the aircraft, and it must be stowed properly before the forward customer entry door to the aircraft is closed).
 - (v) A collapsible wheelchair.
 - (vi) A government approved child/infant restraint seat meeting Federal Motor Vehicle and FAA Approval Standards.
 - (vii) A camera.
 - (viii) A diaper bag.
 - (ix) A limited amount of Airport Duty Free items, merchandise purchased in the airport, or food. These items must be stowed in the same manner as Carry-on Baggage.
 - (x) Assistive devices (a cane, one set of crutches, prescription medications and any medical devices needed to administer the medications, a Portable Oxygen Concentrator (POC), etc.). These items must be stowed in the same manner as Carry-on Baggage.
- 3) Baggage Allowance for Children:
 - a) Children paying for a seat will receive the appropriate baggage allowance for that seat;
 - b) Lap children and infants carried without charge or traveling internationally on 10% of an Adult fare will be granted a Baggage Allowance of one stroller or one car seat and one other piece for carry-on only with Maximum Outside Linear Dimensions of 62 inches (158 cm) and a maximum weight of 50 pounds (22.7 kg).
NOTE: If the Infant’s Baggage Allowance is exceeded, the excess will become part of the fare paying Adult’s Baggage Allowance and all restrictions and excess charges will apply.

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- 4) Passenger Reroutes - A Passenger rerouted in accordance with Rule 24 will be entitled to the maximum Baggage Allowance applicable for the trip originally purchased, regardless of whether the Passenger is transferred to a different class of service or whether the Passenger is entitled to a fare refund.
- C) Excess and Oversize/Overweight Baggage Limits and Charges
- 1) Except as otherwise provided in the terms of this Contract of Carriage or by law, articles transported as Checked Baggage may not exceed the Maximum Outside Linear Dimensions of 115 inches (292 cm) or a maximum weight of 99.9 pounds (45.3 kg).
 - 2) UA may, in its sole discretion, change, consider or make exceptions to its Excess or Oversize/Overweight Baggage policy (e.g., to the number, size, weight, type and/or applicable service charges).
 - 3) Charges apply for Excess and Oversize/Overweight Baggage, in addition to applicable Baggage service fee(s) required to be paid pursuant to UA’s general Baggage Allowance policy. These charges apply each way (i.e., based on a one-way trip) and are cumulative (i.e., Baggage that is excess and also oversized and/or overweight will be subject to both Excess Baggage *and* Oversize/Overweight Baggage charges).
 - 4) Excess and Oversize/Overweight Baggage charges may vary depending on the type of fare purchased, date of purchase, date of travel, active military status, the Passenger’s itinerary (e.g., domestic or international), and/or when and where Baggage is checked and the applicable service fee is paid (e.g., checked and pre-paid at united.com or at the airport).
 - a) Oversize/Overweight Baggage Charges (independently assessed) for travel within the United States, and between the United States and Canada, Puerto Rico, and the U.S. Virgin Islands – Depending on Passenger itinerary and ticket type, Passengers with checked baggage weighing more than 50 pounds (23 kg) and not exceeding 70 pounds (32 kg) will be charged at the rate of 100 USD/100 CAD per piece, and bags exceeding 70 pounds (32 kg) but less than 100 pounds (45 kg) will be charged 200 USD/200 CAD per piece. These charges are in addition to any charge assessed for additional or oversized baggage. Baggage weighing 100 pounds (45 kg) or more, or measuring more than 115 inches (292 cm), will not be accepted as checked baggage. Passengers with checked baggage exceeding 62 linear inches (158 cm) (total length + width + height) will be charged at the rate of 100 USD/100 CAD per piece.
 - b) Oversize/Overweight Baggage Charges (independently assessed) for travel to Mexico, the Caribbean, Central America and South America (except Brazil), Europe, Africa, the Middle East, Asia, Australia and Micronesia - Depending on Passenger itinerary and ticket type, Passengers with checked baggage weighing more than 50 pounds (23 kg), but not exceeding 70 pounds (32 kg) will be charged at the rate of 200 USD per piece, and bags exceeding 70 pounds (32 kg) but less than 100 pounds (45 kg), will be charged the rate of 400 USD per piece. Brazil is subject to charges for baggage exceeding 70 pounds (32 kg). These charges are in addition to any charge assessed for additional or oversized baggage. Baggage weighing 100 pounds (45 kg) or more, or measuring more than 115 inches (292 cm), will not be accepted as checked baggage, and baggage checked to certain cities cannot exceed 70 pounds (32 kg). Passengers with checked baggage exceeding 62 linear inches (158 cm) (total length + width + height) will be charged at the rate of 200 USD per piece.
 - 5) UA’s acceptance of Excess and Oversize/Overweight Baggage shall be on a space-available basis only, and shall be subject to the load capacities of the aircraft in use. United may prohibit Checked Baggage exceeding either 70 lbs or more than 115 inches.
 - 6) Excess and/or Oversize/Overweight Baggage charges will apply from the point at which Baggage is accepted for transportation to the point at which Baggage is checked or transported in the Passenger compartment. Baggage connecting to other airlines also may be subject to the connecting airline’s Excess and/or Oversize/Overweight Baggage charges, in addition to UA’s Excess and/or Oversize/ Overweight Baggage charges.
 - 7) Excess Baggage Embargos – Excess and Oversize/Overweight Baggage may not be accepted on flights to/from certain destinations during certain specified dates (usually holiday periods). Contact UA Reservations for a list of cities and effective dates.
 - 8) Additional Limits on Excess and Oversize/Overweight Baggage for Certain International Travel
 - a) For travel between the U.S.A./Canada and points in Mexico (except during embargo periods) upon payment of the applicable Excess Baggage charges:
 - (i) Leon - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (ii) Guadalajara, Mexico City and Veracruz – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iii) Mexico on flights operating as United Express - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (iv) Mexico (all other cities and flights) – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.

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- b) For travel between the U.S.A./Canada and points in the Caribbean (except during embargo periods) upon payment of the applicable Excess Baggage charges:
 - (i) Dominican Republic, Tortola, British Virgin Islands - No Baggage in excess of the Baggage Allowance will be accepted.
 - (ii) Caribbean on flights operating as United Express - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (iii) Jamaica – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iv) Trinidad - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (v) Caribbean (all other flights) - up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - c) For travel between the U.S.A./Canada and points in Central America/Panama (except during embargo periods) upon payment of the applicable Excess Baggage charges:
 - (i) Belize and/or Costa Rica – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (ii) Honduras:
 - a. Tegucigalpa - No Baggage in excess of the Baggage Allowance will be accepted.
 - b. San Pedro Sula and Roatan – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iii) To El Salvador - No Baggage in excess of the Baggage Allowance will be accepted.
 - (iv) From El Salvador – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (v) Central America/Panama on flights operating as United Express - one article of Baggage in excess of the Baggage Allowance will be accepted.
 - (vi) Applicable for travel between the U.S.A./Canada and Central America/Panama (all other flights) – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - d) For travel between the U.S.A./Canada and South America (except during embargo periods) upon payment of the applicable Excess Baggage charges:
 - (i) Peru, Venezuela and Colombia - No Baggage in excess of the Baggage Allowance will be accepted.
 - (ii) Brazil – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iii) Ecuador – up to two articles of Baggage in excess of the Baggage Allowance will be accepted.
 - (iv) South America (all other flights) – up to three articles of Baggage in excess of the Baggage Allowance will be accepted.
 - e) For travel between the U.S.A./Canada and the Philippines – up to three articles of Baggage in excess of the Baggage Allowance will be accepted for transportation upon payment of the applicable Excess Baggage charges. Additional articles may be carried as airfreight only and subject to applicable freight rates and availability.
 - f) For travel to/from Micronesia - No Baggage in excess of the Baggage Allowance will be accepted.
- 9) Declaration of Higher Value for Checked Baggage
- a) A Passenger may, when checking in for a flight and presenting Baggage to be checked for transportation, declare a value higher than the maximum limitation of liability amount specified herein subject to the conditions and charges below, in which event UA’s liability shall not exceed the declared higher value.
 - b) UA’s higher valuation may be purchased at the one-way rate of 1 USD per 100 USD of declared higher value, but total declared value may not exceed 5,000 USD. UA’s liability shall be less than the declared value if UA proves that the amount declared exceeds the value of the baggage in question. Higher valuations may not be declared for transportation of articles excluded from liability in section 28 K) 3 below.
 - c) Except for certain International Carriage subject to the terms of the Montreal Convention, declaration of higher value shall not apply to sporting equipment, golfing equipment, bicycles, personal human transporters, musical instruments or musical instrument cases or strollers.
 - d) UA has the discretion to not accept Baggage of any one Passenger having a declared value higher than 5,000 USD, unless special arrangements have been made in advance by the Passenger with UA.
 - e) When personal property, including Baggage, is tendered for transportation via two or more carriers with different maximum limits on declared value, the lowest limit for any such carrier shall apply to all carriers participating in such transportation.
 - f) Excess value charges will be payable on a one-way basis at the point of Origin for the entire journey to the final Destination, provided that, if at a Stopover en route, a Passenger declares a higher excess value than that

originally declared, additional value charges for the increased value from Stopover to the final Destination will be due from the Passengers. EXCEPTION: Excess value charges will be due from the Passenger to UA only to the point to which the Baggage is checked, or to the point of Transfer to another carrier, if such point is before the point to which Baggage is checked.

- D) Cabin Baggage Requiring a Seat - When a Passenger requests that an item be carried in the Passenger cabin of the aircraft as Cabin Baggage, and it is determined by UA in its sole and absolute discretion that the item is acceptable in the cabin but is so fragile and/or bulky as to require the use of a seat, the items will be accepted and considered Cabin Baggage. Examples include, but are not limited to, large or valuable musical instruments, media cameras, artifacts, garment bags, and similar items of a delicate nature or unusual size. The following provisions apply to Cabin Baggage requiring a seat:

- 1) Ticketed items are subject to thorough inspection.
- 2) Such items must be able to withstand the rigors of flight and should be packaged or covered, as necessary, to prevent contents from escaping and to avoid possible injury to other passengers.
- 3) Ticketed items must be carried aboard the aircraft and strapped in a seat adjacent to the owner using the seatbelt securely (eliminating the possibility of shifting).
- 4) The weight of the items is not to impose any load on these seats or floor structure that exceeds the load limitations for these components.
- 5) No article secured to a seat may obstruct access to, or use of, any emergency or regular exit; block or protrude into any aisle or exit path; or obstruct any passenger's view of the overhead fasten seatbelt and no smoking signs or any required exit sign or video monitor/screens.

NOTE: Due to the cabin configuration and FAA regulations, Cabin Baggage locations may vary.

- 6) No article may be secured in an emergency exit seat.
- 7) A seat for ticketed Cabin Baggage must be reserved in advance and the applicable charges must be paid.
- 8) UA will charge 100 percent of the applicable Adult fare for the portion of the trip on which the extra seat is used. The Cabin Baggage will not be included in determining Baggage Allowance or Excess Baggage Charges.

NOTE: Cabin-Seat baggage may not be accepted on some United Express flights and on certain aircraft.

- E) Sports Equipment – The sports items listed below, and which must not exceed the maximum weight of 50 pounds (22.7kg) and a maximum outside linear dimension of 62 inches (158cm), will be accepted as Baggage by UA in accordance with the following provisions and/or special item handling charges specified. Charges are based on a one-way trip and are applicable from the point at which the item is accepted to the point to which the item is transported. Where an item is not included in the Baggage Allowance, it will be subject to both the Excess Baggage Charge (but not Oversize/Overweight Baggage charges) and the service charges below. Other items listed below will be treated as checked bags and included in the normal Checked Baggage Allowance, or checked as excess baggage (first bag fee, second bag fee or excess baggage charges may apply, as well as charges for oversized and/or overweight baggage). Except for certain International Carriage subject to the terms of the Montreal Convention, UA is not liable for damage to the Special Items specified below when carried as Checked Baggage.

NOTE: Flights operating as United Express do not accept certain items listed below.

- 1) Archery Equipment - One item of archery equipment (a bow case containing bows, a quiver with arrows, or a maintenance kit of sufficient strength to protect items from damage) will be considered as one item of sporting equipment and allowed in place of one checked bag. United is not liable for damage to archery equipment that is not contained in a hard-sided case.
- 2) Baseball Equipment – One bag of baseball equipment will be considered as one item of sporting equipment and will be allowed in place of one checked bag. Baseball bats are not permitted in carry-on baggage.
- 3) Bicycles - United accepts non-motorized bicycles with single or double seats (including tandem) or up to two non-motorized bicycles packed in one case as checked baggage. If the bicycle(s) are packed in a container that is over 50 pounds (23kg) and/or 62 inches (158 cm) service charges apply, a 100 USD/100 CAD service charge applies each way for travel between the U.S., Canada, Puerto Rico and the U.S. Virgin Islands, and a 200 USD service charge applies each way for all other travel. If the bicycle(s) are packed in a container that is less than 50 pounds (23kg) and 62 (158 cm) total linear inches, there is no bicycle service charge, but, if applicable, the first or second bag fee applies. Handlebars must be turned sideways and protruding pedals and accessories must be removed, or all loose items must be enclosed in plastic foam or similar protective material, or the bicycle must be enclosed in a sealed box. United is not liable for damage to bicycles that do not have the handlebars fixed sideways and pedals removed, handlebars and pedals encased in plastic foam or similar material, or bicycles not contained in a cardboard containers or hard-sided cases. If your itinerary includes a United Express flight, please contact United for information regarding aircraft cargo hold. Bicycles will not be accepted during excess baggage embargos.

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- 4) Boogie/Skim/Speed Boards - One boogie/skim/speed board or one boogie/skim/speed board bag containing up to two boards will be considered as one item of sporting equipment and allowed in place of one checked bag. Excess Valuation may not be purchased for boogie/skim/speed boards.
- 5) Bowling Equipment - One set of bowling equipment consisting of a bowling bag (up to three in one bag), one to three bowling balls, and one pair of shoes will be considered as one item of sporting equipment and allowed in place of one checked bag. Bowling equipment weighing more than 50 pounds will be subject to overweight baggage charges. Excess valuation may not be purchased for bowling equipment.
- 6) Camping Equipment – Tents, backpacks or knapsacks, and sleeping bags will be accepted as checked baggage. Certain items made of cloth, plastic, vinyl or other easily torn material and those having aluminum frames, outside pockets, straps, buckles and other protruding parts will be accepted as fragile items. UA shall not be liable for fragile items. Lanterns, stoves and heating equipment which use liquid fuel, propane, butane or similar will not be accepted as baggage in accordance with DOT hazardous materials regulations.
- 7) Fencing Equipment – One suitable container or packaging securely encasing fencing equipment will be considered as one item of sporting equipment and allowed in place of one checked bag. **EXCEPTION:** Fencing containers that do not contain only fencing equipment will be subject to Overweight/Oversize Excess Baggage Charges. Excess valuation may not be purchased for fencing equipment.
- 8) Firearms/Shooting Equipment – One item of shooting equipment per Passenger will be allowed in place of one checked bag only when permitted by governmental regulations, and subject to the conditions below including UA’s firearm policy. One item of shooting equipment is defined as: One hard-sided shooting equipment case containing up to five firearms, with or without scopes, and 11 pounds (five kgs.) of ammunition. Firearms carried in addition to this allowance will be assessed at the current excess baggage charge.
 - a) International firearm regulations vary by destination and transiting country. Contact appropriate consulates or embassies to obtain specific entry requirements applicable to destination(s).
 - (i) Firearms will not be accepted to/from Israel.
 - (ii) Firearms will not be accepted to/from Denmark.
 - (iii) Passengers traveling to or through Amsterdam, Netherlands (AMS) with checked firearms/ammunition must obtain permission from the Netherlands Consulate/Embassy in their country of origin prior to departure. Weapons are subject to confiscation in Amsterdam unless the owner can show all required permits. Passengers traveling on military orders with checked firearms may do so without prior consent from Dutch Customs. Checked military ammunition is forbidden.
 - b) Firearms will be accepted only from a customer who is 18 years of age or older.
 - c) In accordance with U.S.A. federal law, a Passenger who presents Baggage containing a firearm must declare that the weapon is unloaded.
 - d) Curbside check-in of a firearm is not permitted.
 - e) Advanced arrangements must be made.
 - f) The firearm must be packed in a hard-sided container capable of being locked. The container must be locked and the key or combination must remain in the customer's possession. Containers may be purchased from UA.
 - g) Handguns must be packed in hard-side lockable luggage. Baggage containing handguns must be locked at the time of acceptance by UA and the key or combination retained in the Passenger’s custody. United is not liable for damage to firearms that are not contained in hard-sided cases. Excess valuation may not be purchased for firearms that are not contained in hard-sided cases.
EXCEPTION: For travel to/from the United Kingdom, handguns, pistols, rifles, and shotguns must be packed in a hard side rifle case.
 - h) Baggage containing firearms will not be accepted knowingly for transportation by UA at any point unless a declaration, signed by the Passenger presenting such Baggage and dated on the day the Baggage is accepted for transportation, is attached to the inside of the case declaring that the firearms are not loaded.
 - i) Properly packaged small arms ammunition up to a maximum of 11 pounds (five kgs.) may be checked as Baggage. The ammunition may be packed in the same container as the firearm or in a separate container. Ammunition must be packed in the manufacturer’s original package or securely packed in fiber, wood or metal containers and the ammunition inside the container must be protected against shock and secured against movement. The Passenger shall make a written declaration confirming that the above provisions are met. Ammunition with explosive or incendiary projectiles will not be accepted.
 - j) Except for military missions (*e.g.*, CRAF), at no time will fully automatic weapons be acceptable as Checked or Carry-on Baggage.
 - k) When firearms used for sporting purposes are carried on the aircraft, the Passenger must have entry permits for the country/countries of transit and Destination.

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- (i) EXCEPTION: This provision may not apply to authorized persons who are performing a duty on board an aircraft, such as a law enforcement officer or diplomatic courier. Such Passenger may be permitted to retain custody of a firearm and ammunition upon identification at the time of check-in. The firearm will be transported in a section of the aircraft that is inaccessible to the customer.
- 9) Fishing Equipment - Two rods, one reel, one landing net, one pair of fishing boots and one fishing tackle box (all properly encased) will be considered as one item of sporting equipment and allowed in place of one checked bag. The total of all fishing equipment must not exceed a maximum weight of 50 pounds, or overweight charges may apply. Fishing equipment containers must not exceed 115 linear inches or oversized charges may apply. For United Express flights, fishing equipment exceeding 80 linear inches will not be accepted as checked baggage. Excess valuation may not be purchased for fishing equipment.
- 10) Golfing Equipment - One standard-sized golf bag containing one set of golf clubs, golf balls, and one pair of golf shoes will be considered as one item of sporting equipment and allowed in place of one checked bag. All items must be properly encased in a suitable container. The golf bag must be covered or enclosed in a heavy, rigid carrying case. United is not liable for damage to golf equipment that is not contained in a hard-sided case. Excess valuation may not be purchased for golf equipment that is not contained in a hard-sided case. Golf containers measuring 62 inches (158cm) that do not contain only golf equipment will be subject to Overweight/Oversize Excess Baggage Charges.
- 11) Gymnastic Equipment –One item of gymnastic equipment or one suitable container or packaging that securely contains gymnastic equipment will be considered as one item of sporting equipment and allowed in place of one checked bag. EXCEPTION: Gymnastic cases weighing over 50 lbs (23 kg) that do not contain only gymnastic equipment will be subject to Overweight/Oversize Excess Baggage Charges. Excess valuation may not be purchased for gymnastic equipment.
- 12) Hang Gliding Equipment - Subject to the conditions and charges specified below, individual components of hang-gliding equipment can generally be packed in separate bags for each component. United will accept a maximum of two items per bag for a set of four component bags. Hang gliding equipment must not exceed 99.9 pounds (45.4 kg), and maximum length allowed varies by aircraft type.
- a) Hang gliding equipment will be subject to a service charge of 100 USD/ 100 CAD (each way) for travel between the U.S., Canada, Puerto Rico and the U.S. Virgin Islands and 200 USD (each way) for international travel.
- b) Hang gliding equipment that is 108 inches (274.4 cm) in length or more cannot be accommodated on Airbus A320 or Airbus A319 aircraft. Hang gliding equipment that is more than 72 inches (183 cm) in length cannot be accommodated on 737 series aircraft. Hang gliding equipment is not accepted as checked baggage on United Express flights, and is not accepted during excess baggage embargoes.
- c) Allow an extra 30 minutes at check-in.
- 13) Hockey/Lacrosse Sticks – Up to two hockey or lacrosse sticks taped together will be considered as one item of sporting equipment and allowed in place of one checked bag. A duffel bag containing hockey equipment is treated as a normal checked bag. A duffel bag containing hockey equipment is subject to applicable overweight and oversize excess baggage charges. Hockey or lacrosse sticks carried in addition to the free baggage allowance will be assessed at current excess baggage charges. Excess Valuation may not be purchased for hockey or lacrosse sticks.
- 14) Javelins – One hard sided container encasing javelins that are taped together will be considered as one item of sporting equipment, if aircraft size and load conditions permit, and allowed in place of one checked bag. Javelins carried in addition to the free baggage allowance will be assessed at current excess baggage charges.
- 15) Kayaks/Canoes – Subject to the conditions and charges specified below, United accepts a kayak or a canoe as checked baggage. The maximum weight and size vary by aircraft; the total weight of a kayak or canoe cannot exceed 99.9 pounds (45.4 kg) and the maximum size cannot exceed 156 inches (396 cm) in length. Excess valuation may not be purchased for kayaks/canoes.
- a) A kayak or canoe will be subject to a service charge of 100 USD/100 CAD (each way) for travel between the U.S., Canada, Puerto Rico and the U.S. Virgin Islands and 200 USD (each way) for international travel.
- b) Kayaks/canoes that are 108 inches (274.4 cm) in length or more cannot be accommodated on Airbus A320 or Airbus A319 aircraft. Kayaks/canoes that are more than 72 inches (183 cm) in length cannot be accommodated on 737 series aircraft. Kayaks/canoes more than 156 inches (396 cm) in length will not be accepted as checked baggage. Kayaks/canoes are not accepted as checked baggage on United Express flights.
- c) Allow an extra 30 minutes at check-in.
- 16) Kiteboards - Subject to the conditions and charges specified below, United will accept one kiteboard or one bag containing kite board equipment as checked baggage. The board must be well padded or the entire board must be encased in a suitable container to avoid scratching.

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- a) A kiteboard that is over 50 lbs (23kg) or is greater than 62 inches (158 cm) total linear inches is subject to a 100 USD/100 CAD service charge each way.
 - b) Kiteboards greater than 115 inches (292 cm) in length will not be accepted as checked baggage. Kite boards greater than 80 inches (203 cm) in length will not be accepted as checked baggage on United Express flights. Kiteboards are not allowed during excess baggage embargos (except to Costa Rica).
 - c) Allow an extra 30 minutes at check-in.
- 17) Oars - One pair of oars or one oar case containing up to two oars will be considered as one item of sporting equipment, if aircraft size and load conditions permit, and allowed in place of one checked item. Oars carried in addition to the free baggage allowance will be assessed at current excess baggage charges. Excess Valuation may not be purchased for oars.
- 18) Paintball Equipment - One bag containing equipment used in the paintball sport will be considered as one item of sporting equipment, if aircraft size and load conditions permit, and allowed in place of one checked item. Paintball guns are not permitted as carry-on baggage. A paintball gun may be checked in an unlocked soft or hard sided case. Paintball ammunition must be packed in the manufacturer's original package or securely packed in a container that will protect the paint balls from breakage. Compressed gas cylinders must be empty and have the regulator removed to allow for a visual inspection by a TSA Security Screener. Unopened paintball air canisters in original plastic packaging are sold empty and Passengers do not need to demonstrate that the canisters are empty. Excess Valuation may not be purchased for paintball equipment.
- 19) Parachutes/Parasails - A sports parachute or parasail will be considered as one items of sporting equipment and allowed in place of one checked item. A parachute or parasail taken onboard the aircraft must meet carry-on size restrictions for placement underneath an aircraft seat. When checked as baggage, all excess, oversize and overweight charges will apply.
- 20) Personal Human Transporter - Subject to the conditions and charges specified below, including aircraft size and load conditions, one two-wheeled battery powered personal human transporter in lieu of one piece of checked baggage is permitted per Passenger. A Personal human transporter is not permitted as carry-on baggage. UA is not liable for damage to personal human transporters, and excess valuation may not be purchased.
- a) A Personal human transporter is subject to a 150 USD/150 CAD service charge each way.
 - b) A Personal human transporter is not generally categorized as mobility assistance devices. Exception: If a Passenger verified to United's satisfaction that the personal human transporter is required as an alternative to a wheelchair, United will accept it without service charge, and it will be subject to Contract of Carriage Rule 28 K) 2).
- 21) Poles vaults- Subject to the conditions and charges specified below, one pole vault properly encased in a suitable container will be accepted as Checked Baggage. Excess valuation may not be purchased for pole vaults.
- a) Pole vault acceptance is restricted by aircraft type. Please contact United Reservations for maximum length restrictions, which vary by aircraft type.
 - b) Each pole vault will be subject to a service charge of 100 USD/100 CAD each way for travel between the U.S., Canada, Puerto Rico and the U.S. Virgin Islands. Please contact United Reservations for international service charge rates.
 - c) Pole vaults are not accepted as checked baggage on United Express flights, and are not accepted during excess baggage embargos.
- 22) Pool cues –One pool cue case containing pool cues will be accepted as Checked Baggage. Excess valuation may not be purchased for pool cues.
- 23) Scuba/Diving Equipment - One dive bag containing equipment used for scuba diving will be accepted as checked baggage. Scuba equipment in addition to the baggage allowance will be assessed at the excess baggage charge applicable in the market for a single piece.
- a) An item of scuba equipment consists of one empty scuba tank or up to 3 rebreather tanks, or one dive bag containing equipment used in the scuba-diving sport. The empty scuba/rebreather tank and a separate dive bag containing scuba equipment will be charged as two separate pieces. The empty dive/rebreather tank must have the regulator valve completely disconnected from the tank. The tank must not be sealed (i.e. the tank has an open end). The tank must have an opening to allow for a visual inspection by a TSA Security Screener.

NOTE: For rebreather equipment, soda lime that is 4% Sodium Hydroxide or less will be accepted in checked baggage. Soda lime that is 4.1% Sodium Hydroxide will not be accepted in checked baggage.
 - b) An empty dive tank will not be included in determining the free baggage allowance and will be subject to a 100 USD/100 CAD service charge (each way) for flights within the U.S., Canada, Puerto Rico and the U.S. Virgin Islands. A 200 USD service charge (each way) applies for all other travel.

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- c) Dive bags measuring more than 50 lbs or that are over 62 linear inches that contain other items in addition to or in place of Scuba equipment will be subject to Overweight/Oversize Excess Baggage Charges. Excess valuation may not be purchased for scuba diving equipment.
- 24) Skating Equipment – One pair of ice skates, roller skates, and rollerblades will be considered as one item of sporting equipment and allowed in place of one checked bag. Ice skates are not permitted in carry-on baggage. Skating equipment carried in addition to the baggage allowance will be assessed at the current excess baggage charge. Skating equipment is subject to applicable overweight and oversize excess baggage charges.
- 25) Surfboards – Subject to the conditions and charges specified below, one surfboard or one surfboard bag containing up to four boards per customer with a maximum weight of 50 pounds (23 kg) and maximum length of 115 inches (293 cm) will be accepted as Checked Baggage. The skeg/fin must be removed or well padded. The entire board must be encased in a suitable container to avoid scratching. Excess Valuation may not be purchased for a surfboard.
 - a) A surfboard or surfboard bag as specified above will be subject to a service charge of 100 USD/100 CAD (each way) for travel between the U.S., Canada, Puerto Rico and the U.S. Virgin Islands, and 200 USD/200 CAD (each way) for all other travel.
 - b) Surfboards or surfboard bags more than 115 inches (292 cm) in length will not be accepted as checked baggage. On United Express flights, surfboards or surfboard bags more than 80 inches (203 cm) in length will not be accepted as checked baggage, and will not be accepted during baggage embargos (except for Costa Rica). If your itinerary includes United Express, please contact United for information regarding aircraft cargo hold limits.
 - c) Allow an extra 30 minutes at check-in.
- 26) Tennis Equipment – One tennis racket case containing tennis rackets and balls will be considered as one item of sporting equipment and allowed in place of one checked bag. Tennis equipment must be properly protected or a limited liability form must be signed.
- 27) Water Skiing/Snow Skiing/Snowboard Equipment/Wakeboards
 - a) One item of ski equipment (one pair of water skis, one snowboard, one wakeboard, up to two pairs of snow skis and associated equipment in one snowboard bag, or one ski boot) with a maximum weight of 50 pounds is allowed in place of one checked bag. If more than one set of ski equipment is checked, each additional set of equipment (as outlined above) will be counted as one item, and the associated fee(s) will apply. Acceptance is subject to aircraft size and load conditions.
 - b) Ski Bags and ski boot bags weighing more than 50 lbs (23 kg) that contain other items in addition to or in place of appropriate snow or water skiing equipment or ski boots will be subject to Overweight/Oversize Excess Baggage Charges. Excess valuation may not be purchased for water or snow skiing equipment or wakeboards.
- 28) Wave Ski - Subject to the conditions and charges specified below, one wave ski or one bag containing equipment used in wave skiing with a maximum weight of 50 pounds (23 kg) and maximum length of 115 inches (293 cm) will be accepted as Checked Baggage. The board must well padded or the entire board must be encased in a suitable container to avoid scratching. Excess Valuation may not be purchased for wave skis.
 - a) A wave ski or one bag containing equipment used in wave skiing is subject to a 100 USD/CAD service charge (each way).
 - b) Wave skis greater than 115 inches (292 cm) in length will not be accepted as checked baggage. On United Express flights, wave skis greater than 80 inches (203 cm) in length will not be accepted as checked baggage. Wave skis will be transported subject to load capacities of the aircraft on any itinerary involving a United Express flight. Wave skis will not be accepted during excess baggage embargos.
- 29) Windsurfing Equipment- Subject to the conditions and charges specified below, windsurfing boards will be accepted as Checked Baggage. For purposes of this provision, one windsurfing board not exceeding 115 inches in length and not exceeding 70 pounds (31.8 kgs) with one boom, one mast, one sail and necessary hardware will be considered as one item of windsurfing equipment.
 - a) Windsurfing equipment must be padded and enclosed in suitable packing sufficient to protect from scratches or dents or other damage.
 - b) Windsurfing equipment will be subject to a service charge of a 100 USD/ 100 CAD (each way) per item for travel between the U.S., Canada, Puerto Rico and the U.S. Virgin Islands and a 200 USD service charge for all other travel.
 - c) Windsurfing equipment cannot be accommodated on any itinerary involving a United Express flight, and is not accepted during excess baggage embargos. Additional size or acceptance limitations may apply dependent upon aircraft type and configuration.
 - d) Allow an extra 30 minutes at check-in.

- F) Fragile and Perishable Items –Fragile and perishable items include, but are not limited to, examples in Limitation of Liability, Rule 28 K). Upon request and subject to operational needs or space availability, a fragile or perishable item may be carried in a seat subject to the provisions and applicable charges in D) above. A fragile or perishable item may be accepted as Checked Baggage in accordance with this Rule only if it is packaged appropriately (*e.g.*, in an original, factory-sealed carton, in a cardboard mailing tube, in a container/case designed for shipping such item or packed with protective internal material). Except for certain International Carriage subject to the terms of the Montreal Convention, UA is not liable for loss or damage of contents or delay in delivery which result from the unsuitability of such item(s) as Checked Baggage and/or the inadequacy of its packaging and not from the carrier’s failure to exercise the ordinary standard of care. UA is not liable for damage to a customer’s Carry-on Baggage or other in-cabin property that contains fragile or perishable items when such damage is caused by the fragile or perishable items. Customers are responsible for all damage caused by their property, whether such damage is to their own property or to someone else’s property.
- 1) Antlers - Subject to the conditions and charges specified below, one set of antlers retained as hunting trophies per ticketed Passenger will be accepted as Checked Baggage, if aircraft size and load conditions permit.
 - a) Antlers will not be included in determining the Baggage Allowance and will be subject to a service charge of 100 USD/100 CAD per item.
 - b) Antlers must be as free of residue as possible.
 - c) The skull must be wrapped and tips protected.
 - d) Maximum Outside Linear Dimensions must not exceed 120 inches. However, on United Express Canadair regional jet flights the linear dimensions of the antlers cannot exceed 33 in. x 43 in. (83 cm x 109 cm) and overall linear dimensions must not exceed 98 in. (248 cm).
 - e) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the county, state or territory to and from which the antlers are being transported.
 - 2) Automotive Towbars - Towbars will be accepted inside a checked bag. The towbar must be packaged to prevent damage to it and other bags. Towbars are subject to excess, overweight and oversize excess baggage charges. Baggage containing towbars in excess of 70 pounds (32 kilograms) or 115 linear inches (292 cm) will not be accepted as checked baggage.
 - 3) Dry Ice and Other Restricted Articles
 - a) Any articles deemed a hazardous material pursuant to DOT Hazardous Materials Regulations (49 CFR 171-177), the IATA Dangerous Goods Regulations and revisions and reissues thereof (hereinafter the “Haz-Mat Regulations”) will only be accepted subject to advance arrangements and compliance with the Haz-Mat Regulations. (NOTE: Any obligations of UA which may arise under this Rule or Rule 28 are not applicable when undeclared articles deemed hazardous material are discovered in checked baggage and confiscated and/or destroyed.)
 - b) Limited quantities of dry ice, a maximum of 5.5 pounds (2.5 kilograms) per Passenger, will be accepted for carriage as checked or Carry-on Baggage provided the Baggage is properly designed to permit the release of carbon dioxide, and the container is labeled, “DRY ICE” or “CARBON DIOXIDE SOLID.” The packaging must also show the net weight and identify the perishable item being preserved by the dry ice. Each container cannot have more than the maximum allowed per customer. Multiple Passengers cannot pool their portions together, even within the same traveling party.
 - c) A 100 USD/100 CAD service charge applies to the transportation of dry ice as checked baggage on flights within or between the U.S. and Canada, and a 200 USD service charge applies to the transportation of dry ice as checked baggage on flights to all other destinations.
 - d) UA may require acceptance of such articles at locations other than the passenger terminal.
 - 4) Liquor - Subject to the conditions below, alcoholic beverages in retail packaging may be checked as baggage.
 - a) For alcoholic beverages less than 24 percent alcohol by volume (including most wines and beers) there are no restrictions on the amount that may be accepted in checked baggage or purchased after completing security screening at the checkpoint (Duty Free). If traveling internationally, alcoholic beverages may be subject to customs limits in the arrival country.
 - b) For alcoholic beverages between 24 and 70 percent alcohol by volume there is a limit of 5 liters (1.3 gallons) per customer that may be accepted in checked baggage, or that may be purchased after completing security screening at the checkpoint (Duty Free). Packaging must be in receptacles smaller than 5 liters. Alcoholic beverages more than 70 percent alcohol by volume will not be accepted.
 - c) All alcoholic beverages must be packed to prevent leakage and damage to other bags. UA shall not be liable for breakage or spillage of alcoholic beverages. Normal checked baggage allowance limits, excess charges and carry-on limits apply.

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- d) Up to 3 oz. (100ml) of an alcoholic beverage may be taken through the security checkpoint provided it is less than 70 percent alcohol by volume, in a container that is 3 oz. or smaller, and is carried in a plastic zip-top bag.
- e) Alcohol transported on an airplane cannot be consumed on board
- 5) Musical Instruments - Musical instruments may be carried as Checked Baggage or as Cabin Baggage subject to the provisions in D) above (EXCEPTION: Upright basses will not be accepted as Cabin Baggage. Bass violins and cellos will only be accepted as Cabin Baggage). A small musical instrument can be carried on as a personal item. If the musical instrument appears too large or irregularly shaped to fit under the seat or in the overhead compartment, it will not be accepted for in cabin stowage. If checked, musical instruments should be in a hard shell case, and stringed instruments should have the strings loosened to protect the neck from damage due to expansion and contraction which result from temperature variations. Checked instruments will be included in determining the Baggage Allowance, and when in excess (over 2 checked items), overweight or oversize (90 linear inches – 115 linear inches is considered oversized, and over 50 lbs is considered overweight), such item will be subject to the Excess, Oversize, and Overweight Baggage Charge. Musical instruments over 70 lbs will not be accepted. Except for certain International Carriage subject to the terms of the Montreal Convention, UA is not liable for damage to musical instruments or musical instrument cases. Excess valuation may not be purchased for musical instruments.
- 6) Seafood - Seafood will be accepted and included in determining the Checked Baggage Allowance only if it is wrapped in a sealed protective material and packed in a leak-proof container. Seafood is subject to applicable excess, overweight and/or oversize charges. UA is not liable for seafood. Excess valuation may not be purchased for seafood. Seafood will not be accepted if packed in wet ice or in a Styrofoam container.
- 7) UA will not accept wet ice or items containing wet ice as Checked or Carry-on Baggage.
- 8) UA will not accept perishable items packed in Styrofoam containers.
- 9) For travel to, from or within Micronesia, perishable items will only be accepted for transportation if within the Checked Baggage Allowance.
- 10) ZAM ZAM Water - Subject to the conditions below, one container or jerkin containing up to 10 liters (2.64 gallons) of ZAMZAM water will be accepted as checked baggage by UA at no extra charge in addition to the Baggage Allowance.
 - a) Containers or Jerkins containing ZAMZAM water must be properly packed in a plastic covering to prevent leakage and damage to other bags. UA is not liable for breakage or spillage of ZAMZAM water and/or containers.
 - b) ZAMZAM containers or jerkins are not permitted as Carry-on or Cabin Baggage.
 - c) Jerkins or ZAMZAM water containers in excess of one will be subject to excess baggage charges.
- G) Other Checked Baggage Items - The items listed below will be accepted as Baggage by UA in accordance with the following specified provisions. Except for certain International Carriage subject to the terms of the Montreal Convention, UA is not liable for damage to the items specified below when carried as Checked Baggage.
 - 1) Government approved child/infant seat - A government approved child/infant seat that conforms to all applicable Federal Motor Vehicle standards and approved in accordance with US FAR 121.311, including car seats approved for airline travel, will be accepted in addition to a Passenger's baggage allowance. When checked as baggage, all oversize and overweight charges will apply. First and second bag charges do not apply. A government approved child/infant seat for use in the Passenger compartment is permitted only when an additional seat is reserved for the Infant, a Ticket is purchased, and the seat can be secured properly by a seat belt. The accompanying Adult Passenger is responsible for ensuring that the seat functions correctly, that the Infant does not exceed the seat's limitations, that the Infant is properly secured in the seat and that the seat is secured to the aircraft seat.
 - 2) U.S. Military Baggage Allowance -Active U.S. military and their accompanying dependents on personal travel are allowed three bags up to 70 pounds each with a maximum dimension of 62 linear inches without excess or overweight charges being assessed. U.S. military personnel on orders and U.S. military personnel/dependents on orders for relocation are allowed four bags up to 70 pounds each in United Economy and five bags up to 70 pounds each in United Business, United BusinessFirst, United First and United Global First with a maximum dimension of 115 linear inches without excess, overweight or oversize charges being assessed.
 - 3) Strollers – United accepts one collapsible stroller in addition to a Passenger's baggage allowance. One non-collapsible stroller may be carried as Checked Baggage in lieu of one piece of Baggage (62 inches Maximum Outside Linear Dimensions). This item will be included in determining the Baggage Allowance, and when in excess, overweight or oversize, such item will be subject to the Excess Baggage Charge. Except for certain International Carriage subject to the terms of the Montreal Convention, UA is not liable for damage to strollers when carried as Checked Baggage. Excess valuation may not be purchased for strollers.

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- 4) Wheelchairs - One wheelchair per Passenger will be accepted as Baggage by UA at no extra charge in addition to the Baggage Allowance. Excess and/or Oversize/Overweight baggage charges pursuant to Rule 23 C) may apply for checking in additional wheelchair(s) that are used for recreational purposes.
 - a) In-cabin stowage of a wheelchair shall be in accordance with 14 CFR, Part 382, Subpart I.
 - b) If no in-cabin storage space is available, the wheelchair will be carried in the cargo compartment of the aircraft.
 - c) All types of wheelchairs will be accepted (collapsible, noncollapsible or electric-powered with wet or dry cell batteries).
 - d) UA has the ultimate responsibility to confirm an electric-powered wheelchair has its cables disconnected and terminals protected against electrical shortages before carriage.
 - e) For a wet cell battery powered wheelchair:
 - (i) Passenger must notify UA 24 hours in advance.
 - (ii) Passenger must check in at least one hour before the check-in time for the general public for Domestic U.S. flights and for International flights as set forth in Rules 5 D) and 5 E).
 - (iii) The battery must be disconnected and terminals protected against electrical shortages.
 - f) Wheelchairs containing lithium ion batteries with a watt hour rating of 300 WH and above will not be accepted under any circumstances. Wheelchairs containing non-spillable batteries or lithium ion batteries with a watt hour rating of 300 WH or less may be carried on as baggage (limited to two) or may be checked.
- H) Animals Other than Service Animals (For rules applicable to Service Animals, see Rule 16) - The transportation of live animals (other than Service Animals) in the cabin of the aircraft is subject to the provisions of this Rule. Carriage of animals not permitted in the cabin may be transported via PetSafe® through UA’s Live Animal Service. UA will accept domesticated cats, dogs, rabbits and household birds for transportation as in-cabin Baggage for domestic carriage and travel between U.S.A./Canada and Mexico, the Caribbean, Central and South America. (Exception: In-cabin pets will not be accepted for travel to/from Hawaii and Argentina.) Certain unusual animals/reptiles pose unavoidable safety and/or public health concerns and UA will not accept dogs of the Pit Bull breed, Snakes, other reptiles, ferrets, rodents and spiders as in-cabin baggage. Carriage of any other pets as in-cabin Baggage will be at UA’s discretion.
 - 1) General Conditions of Acceptance
 - a) Advance arrangements must be made. Space must be reserved for animals in either the passenger or cargo compartment. Animals without reserved space will be accepted, if space is available, only after the animals for whom space has been reserved have been accommodated.
 - b) The animal must be harmless, inoffensive, odorless and require no attention during transit.
 - c) The animal must be confined in a cage or container subject to inspection and approval by UA before acceptance and must meet the department of agriculture requirements prior to acceptance.
 - d) The container must be stored under the seat directly in front of the Passenger at all times, and the animal must remain in the container at all times. The passenger will not be permitted in a row immediately behind a bulkhead, or adjacent to an emergency exit. In the event the animal becomes offensive or causes a disturbance during transit, the animal may be removed, at the Captain’s discretion, at the first stop and placed on an alternative carrier or carried as cargo by UA at the Passenger’s expense.
 - e) The Passenger must make all arrangements and assume full responsibility for complying with any applicable laws, customs, and/or other governmental regulations, requirements, or restrictions of the country, state or territory to and from which the animal is being transported, including furnishing valid health and rabies vaccination certificate when required. UA will not be liable for loss or expense due to the passenger’s failure to comply with this provision, and UA will not be responsible if any pet is refused passage into or through any country, state, or territory.
 - f) UA will accept no more than one in-cabin pet container per Ticketed Passenger, except that two household birds or two puppies/kittens (age: minimum 8 weeks/maximum 6 months) will be permitted in a single container.
 - g) There may be only one cat or dog per container, and the animal must be able to stand up and turn around comfortably.
 - h) UA will not transport an animal as in-cabin Baggage if the animal is in the custody of an Unaccompanied Minor.
 - i) The total number of Passengers carrying pet and the total number of in-cabin pets permitted on a single flight is limited by aircraft type and cabin.
 - j) UA reserves the right to refuse carriage of animals at any time.

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NOTE: Animals will not be accepted for carriage on some United Express flights.

- 2) Pet Containers
 - a) Containers must be leak-proof and subject to inspection and approval by UA prior to acceptance.
 - b) Containers must be made of metal, wood, polyethylene, fiberglass or composite material of similar strength.
 - c) Containers must be ventilated on at least two sides and prevent any part of the animal from protruding outside of the container.
 - d) Containers made totally of wire are not accepted.
 - e) Approved soft side carriers specifically designed as pet carriers are acceptable.
 - f) In-cabin animal containers must not exceed 17.5 inches in length by 12 inches in width by 7.5 inches in height for hard sided containers and 18 inches in length by 11 inches in width by 11 inches in height for soft sided containers.
 - g) Containers in such condition as to allow possible escape by an animal will not be accepted for transportation.
 - h) Passengers are responsible for ensuring that the containers meet all governmental requirements for the safe and humane transportation of the animal being transported.
 - i) Containers for transporting dogs, cats, rabbits or birds may be purchased from UA.
- 3) Carriage of Animals - (including their containers) is subject to the applicable service charge of a 125 USD/ 125 CAD each way (250 USD/250 CAD for round-trip travel). For travel exclusively on United Express by Gulfstream International Airlines, the in-cabin pet service charge is 50 USD/50 CAD each way (100 USD/100 CAD for round-trip travel).
- 4) Abandonment of Animals
 - a) An animal that is unclaimed by its owner or its owner’s agent for a period of more than ten (10) days after the scheduled carriage has occurred or was to occur, shall be deemed abandoned and may be turned over to a local animal shelter or pound or otherwise handled as UA may deem proper without any liability to UA.
 - b) UA may, but is not obligated, to give notice to the owner, or the agent of the owner, at such person’s last known address prior to taking any action described in subsection a) above. Any costs associated with reuniting an animal deemed abandoned with its owner or owner’s agent shall be borne solely by the owner or owner’s agent.
- 5) Limitation of Exclusion from Liability
 - a) UA will not be liable for illness or injury to an animal or death of an animal due to illness or injury when the animal has been handled by UA with ordinary standards of safety and care or when UA has acted in the interests of the entire flight such as in an emergency or a force majeure event.
 - b) UA 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.

RULE 24 FLIGHT DELAYS/CANCELLATIONS/AIRCRAFT CHANGES

- A) General
 - 1) U.S.A. Origin Flights - Where the UA flights originate in the U.S.A., the provisions of this Rule apply to a Passenger who has a Ticket and a confirmed reservation on a flight that incurs a Change in Schedule, Force Majeure Event or a Schedule Irregularity.
 - 2) Non-U.S.A. Origin Flights - Where the UA flight originates outside the U.S.A., the following provisions apply to a Passenger who has a Ticket and a confirmed reservation on a flight:
 - a) If local or international laws regulate Change in Schedule, Force Majeure or Schedule Irregularity events, then the procedures in Rule 24 will not be applied.
 - b) If no local law otherwise regulates Change in Schedule, Force Majeure or Schedule Irregularity events, then the procedures in Rule 24 will be applied.
 - 3) Schedules are Subject To Change Without Notice - Times shown on ticket, timetable or elsewhere are not guaranteed and form no part of this contract. UA will promptly provide Passengers the best available information regarding known delays, cancellations, misconnections and diversions, but UA is not liable for any misstatements or other errors or omissions in connection with providing such information. No employee, agent or representative of UA can bind UA legally by reason of any statements relating to flight status or other information. Except to the extent provided in this Rule, UA shall not be liable for failing to operate any flight according to schedule, or for any change in flight schedule, with or without notice to the passenger.
- B) Definitions - For the purpose of this Rule, the following terms have the meanings below:

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- 1) Change in Schedule – an advance change in UA’s schedule (including a change in operating carrier or itinerary) that is not a unique event such as a Schedule Irregularity or Force Majeure Event as defined below.
- 2) Connecting Point – a point to which a Passenger holds or held confirmed space on a flight of one carrier and out of which the Passenger holds or held confirmed space on a flight of the same or another carrier. All airports through which a city is served by any carrier will be deemed to be a single Connecting Point when the receiving carrier has confirmed reservations to the Delivering Carrier.
- 3) Delivering Carrier – a carrier on whose flight a Passenger holds or held confirmed space to a Connecting Point.
- 4) Force Majeure Event – any of the following situations:
 - a) Any condition beyond UA’s control including, but not limited to, meteorological or geological conditions, acts of God, riots, terrorist activities, civil commotions, embargoes, wars, hostilities, disturbances, or unsettled international conditions, either actual, anticipated, threatened or reported, or any delay, demand, circumstances, or requirement due directly or indirectly to such condition;
 - b) Any strike, work stoppage, slowdown, lockout, or any other labor-related dispute involving or affecting UA’s services;
 - c) Any governmental regulation, demand or requirement;
 - d) Any shortage of labor, fuel, or facilities of UA or others;
 - e) Damage to UA’s Aircraft or equipment caused by another party;
 - f) Any emergency situation requiring immediate care or protection for a person or property; or
 - g) Any event not reasonably foreseen, anticipated or predicted by UA.
- 5) Misconnection – occurs at a Connecting Point when a Passenger holding confirmed space on an Original Receiving Carrier is unable to use such confirmed space because the Delivering Carrier was unable to deliver him/her to the Connecting Point in time to connect with the Original Receiving Carrier’s flight.
NOTE: The same rules regarding Delivering and Original Receiving Carrier responsibilities apply at the subsequent point(s) of Misconnection as would apply at the point of original Misconnection.
- 6) Original Receiving Carrier(s) – a carrier or combination of connecting carriers on whose flight(s) a Passenger originally held or holds confirmed space from a Connecting Point to a destination, next Stopover or Connecting Point.
- 7) Schedule Irregularity – any of the following irregularities:
 - a) Delay in scheduled departure or arrival of a carrier’s flight resulting in a Misconnection;
 - b) Flight or service cancellation, omission of a scheduled stop, or any other delay or interruption in the scheduled operation of a carrier’s flight;
 - c) Substitution of aircraft type that provides different classes of service;
 - d) Schedule changes which require Rerouting of Passengers at departure time of the original flight; or
 - e) Cancellation of a reservation by UA pursuant to Rule 5.

EXCEPTION: UA shall have no obligation to honor another carrier’s ticket that does not reflect a confirmed reservation on UA, unless the issuing carrier reissues the ticket for any changes in routing. In the event such carrier is not available to do so, UA reserves the right to reroute passengers only over its own lines between the points named on the original ticket.

- C) Change in Schedule - When a Passenger’s Ticketed flight is affected because of a Change in Schedule, UA will, at its election, arrange one of the following:
 - 1) Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger;
 - 2) At UA’s discretion, reroute Passengers over the lines of one or more carriers in the same class of service when a Change in Schedule results in the cancellation of all UA service between two cities;
 - 3) Advise the Passenger that the value of his or her Ticket may be applied toward future travel on United within one year from the date of issue without a change or reissue fee; or
 - 4) If the Passenger is not transported as provided in C) 1) or 2) above and does not choose to apply the value of his or her Ticket toward future travel as provided in C) 3) above, the Passenger will be eligible for a refund upon request. See Rule 27 A).
- D) Force Majeure Event - In the event of a Force Majeure Event, UA without notice, may cancel, terminate, divert, postpone, or delay any flight, right of carriage or reservations (whether or not confirmed) and determine if any departure or landing should be made, without any liability on the part of UA. UA may re-accommodate Passengers on

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another available UA flight or on another carrier or combination of carriers, or may refund any unused portions of the Ticket in the form of a travel certificate.

E) Schedule Irregularity

- 1) Liability - Except to the extent provided in this Rule and the Warsaw and/or Montreal Conventions, UA shall not be liable for any Schedule Irregularity.
- 2) Delay, Misconnection or Cancellation
 - a) When a Passenger’s ticket is affected because of a Schedule Irregularity caused by UA, UA will take the following measures:
 - (i) Transport the Passenger on its own flights, subject to availability, to the Destination, next Stopover point, or transfer point shown on its portion of the Ticket, without Stopover in the same class of service, at no additional cost to the Passenger; or
 - (ii) At the Passenger’s request, provided that the tariff covering the original transportation permits routing via the carrier which will transport the Passenger, UA will re-accommodate the Passenger in the same class of service on the next available flight on another carrier, or combination of carriers, if the length of the delay to the Passenger’s destination exceeds two hours.
 - b) In the event a Passenger misses an onward connecting flight on which space is reserved because the Delivering Carrier did not operate its flight due to a Schedule Irregularity or Change in Schedule, the Delivering Carrier is responsible to arrange for carriage of Passenger or to make a refund.
- 3) If a Passenger is not transported as provided in C) 2) above, the Passenger will be eligible for a refund upon request. See Rule 27 A).
- 4) If space is only available and used on a UA flight(s) of a lower class of service than originally purchased by the passenger, UA will provide a refund of the difference in fare pursuant to Rule 27 C) 6).

F) Amenities for Delayed Passengers

- 1) Lodging - UA will provide one night’s lodging, or a maximum allowance for one night’s lodging as established by each location, when a UA flight on which a Passenger is being transported incurs a Schedule Irregularity and the Passenger incurs a delay that is expected to exceed four hours between the hours of 10:00 p.m. to 6:00 a.m. local time. Where lodging has been offered but not accepted by a Passenger for whatever reason, UA is not liable to reimburse the Passenger for expenses relating to alternative lodging secured independently by the Passenger.

EXCEPTION: Lodging will not be furnished:

 - a) To a Passenger whose trip is interrupted at a city which is his/her permanent domicile, origin point, or stopover point, or
 - b) When the destination city airport that is designated on the Passenger’s Ticket and the city airport that the Passenger is diverted to are both within the following city groups:
 - (i) Baltimore, MD (BWI)/Washington D.C. Dulles IAD)/Washington D.C. National (DCA)
 - (ii) Brownsville, TX (BRO)/Harlingen, TX (HRL)/McAllen, TX (MFE)
 - (iii) Burbank, CA (BUR)/Los Angeles, CA (LAX)/Ontario, CA (ONT)/Orange County, CA (SNA)/Long Beach, CA (LGB)
 - (iv) Chicago, IL O’Hare (ORD)/Chicago, IL Midway (MDW)/Milwaukee, WI (MKE)
 - (v) Colorado Springs, CO (COS)/Denver, CO (DEN)
 - (vi) Dallas, TX Dallas-Ft. Worth International (DFW)/Dallas, TX Love Field (DAL)
 - (vii) Ft. Lauderdale, FL (FLL)/Miami, FL (MIA)/West Palm Beach, FL (PBI)
 - (viii) Houston, TX Bush Intercontinental (IAH)/Houston, TX Ellington AFB (EFD)/Houston, TX Hobby(HOU)
 - (ix) Oakland, CA (OAK)/San Francisco, CA (SFO)/San Jose, CA (SJC)
 - (x) Newark, NJ Newark International (EWR)/New York, NY La Guardia (LGA)/New York, NY Kennedy (JFK)/White Plains, NY (HPN)
 - (xi) London, UK Gatwick (LGW)/London, UK Heathrow (LHR)
 - c) When such interruption is due to circumstances outside UA’s control.
- 2) Snacks and Meals - UA will provide snacks and/or meal vouchers in the event of a delay caused by UA that extends beyond normal meal hours or whenever lodging is furnished in accordance with 1) above. Where meal vouchers have been offered but not accepted by a Passenger for whatever reason, UA is not liable to reimburse the Passenger for expenses relating to meals secured independently by the Passenger.
- 3) Ground Transportation - When lodging is furnished in accordance with 1) above and ground transportation is not furnished by the hotel, UA will provide ground transportation to the place of lodging via public conveyance.

- Where ground transportation has been offered but not accepted by a Passenger for whatever reason, UA is not liable to reimburse the Passenger for expenses relating to alternative ground transportation secured by the Passenger.
- 4) The sole and exclusive remedy for a passenger who has a claim under this Rule shall be the express amenities provided in this Rule. The passenger shall have no other claims or law or equity for actual, compensatory, or punitive damages. The provision of services in addition to those specifically set forth in this Rule to all or some passengers shall not be construed as a waiver of UA’s rights or an expansion of its obligations. Neither shall any delay on the part of UA in exercising or enforcing its rights under this Rule be construed as a waiver of such rights.
 - G) Carrier in Default - Notwithstanding the provisions of this Rule, UA will not accept for any purposes under this Rule passenger tickets or related transportation documents issued by any carrier that is in substantial default of its Interline obligations or that voluntarily or involuntarily has become the subject of bankruptcy proceedings (the “Defaulting Carrier”). EXCEPTION: Notwithstanding the provisions of this paragraph, tickets issued by the Defaulting Carrier or its sales agent prior to the default will be accepted solely for transportation over the lines of UA provided such tickets were issued by such Defaulting Carrier in its capacity as agent for UA and specified transportation via UA. When tickets are accepted, no adjustments in fare will be made that would require UA to refund money to the passenger.
 - H) In the event of a strike or work stoppage which causes any cancellation or suspension of operations of any other carrier, the provisions of this Rule will not apply with respect to passengers holding tickets for transportation on that carrier.

RULE 25 DENIED BOARDING COMPENSATION

- A) Denied Boarding (U.S.A./Canadian Flight Origin) - When there is an Oversold UA flight that originates in the U.S.A. or Canada, the following provisions apply:
 - 1) Request for Volunteers
 - a) UA will request Passengers who are willing to relinquish their confirmed reserved space in exchange for compensation in an amount determined by UA (including but not limited to check or an electronic travel certificate). The travel certificate will be valid only for travel on UA or designated Codeshare partners for one year from the date of issue and will have no refund value. If a Passenger is asked to volunteer, UA will not later deny boarding to that Passenger involuntarily unless that Passenger was informed at the time he was asked to volunteer that there was a possibility of being denied boarding involuntarily and of the amount of compensation to which he/she would have been entitled in that event. The request for volunteers and the selection of such person to be denied space will be in a manner determined solely by UA.
 - 2) Boarding Priorities - If a flight is Oversold, no one may be denied boarding against his/her will until UA or other carrier personnel first ask for volunteers who will give up their reservations willingly in exchange for compensation as determined by UA. If there are not enough volunteers, other Passengers may be denied boarding involuntarily in accordance with UA’s boarding priority:
 - a) Passengers who are Qualified Individuals with Disabilities, unaccompanied minors under the age of 18 years, or minors between the ages of 12 and 17 who use the unaccompanied minor service, will be the last to be involuntarily denied boarding if it is determined by UA that such denial would constitute a hardship.
 - b) The priority of all other confirmed passengers may be determined based on a passenger’s fare class, itinerary, status of frequent flyer program membership, and the time in which the passenger presents him/herself for check-in without advanced seat assignment.
 - 3) Transportation for Passengers Denied Boarding - When UA is unable to provide previously confirmed space due to an Oversold flight, UA will provide transportation to such Passengers who have been denied boarding whether voluntarily or involuntarily in accordance with the provisions below.
 - a) UA will transport the Passenger on its own flight to the Destination without Stopover on its next flight on which space is available at no additional cost to the Passenger, regardless of class of service.
 - b) If space is available on another Carrier’s flight regardless of class of service, such flights may be used upon Passenger’s request and at no additional cost to the Passenger only if such flight provides an earlier arrival than the UA flight offered in 3) a) above.
 - 4) Compensation for Passengers Denied Boarding Involuntarily
 - a) For passengers traveling in interstate transportation between points within the United States and Canada, subject to the exceptions in section c) below, UA shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 200% of the fare to the Passenger’s first Stopover or, if none, Destination, with a maximum of 650 USD if UA offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger’s Destination or first Stopover more than one hour but less than two hours after the planned arrival time of the Passenger’s original flight. If UA offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger’s Destination or

first Stopover more than two hours after the planned arrival time of the Passenger’s original flight, UA shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 400% of the fare to the Passenger’s first Stopover or, if none, Destination with a maximum of 1300 USD.

- b) For passengers traveling from the United States to a foreign point, subject to the exceptions in section c) below, UA shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight originating at a U.S. airport at the rate of 200% of the fare to the Passenger’s first Stopover or, if none, Destination, with a maximum of 650 USD if UA offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger’s Destination or first Stopover more than one hour but less than four hours after the planned arrival time of the Passenger’s original flight. If UA offers Alternate Transportation that, at the time the arrangement is made, is planned to arrive at the Passenger’s Destination or first Stopover more than four hours after the planned arrival time of the Passenger’s original flight, UA shall pay compensation to Passengers denied boarding involuntarily from an Oversold Flight at the rate of 400% of the fare to the Passenger’s first Stopover or, if none, Destination with a maximum of 1300 USD.
 - c) **EXCEPTIONS:** A Passenger denied boarding involuntarily from an Oversold Flight shall not be eligible for denied boarding compensation if:
 - (i) The flight is cancelled;
 - (ii) The Passenger holding a Ticket for confirmed reserved space does not comply fully with the requirements in this Contract of Carriage Requirements regarding ticketing, check-in, reconfirmation procedures, and acceptance for transportation;
 - (iii) The flight for which the Passenger holds confirmed reserved space is unable to accommodate the Passenger because of substitution of equipment of lesser capacity when required by operational or safety reasons or, on an aircraft with a designed passenger capacity of 60 or fewer seats, the flight for which the passenger holds confirmed reserved space is unable to accommodate that passenger due to weight/balance restrictions when required by operational or safety reasons;
 - (iv) The Passenger is offered accommodations or is seated in a section of the aircraft other than that specified on his/her ticket at no extra charge. Provided, if a Passenger is seated in a section for which a lower fare applies, the Passenger will be entitled to a refund applicable to the difference in fares;
 - (v) The Passenger is accommodated on Alternate Transportation at no extra cost, which at the time such arrangements are made, is planned to arrive at the airport of the Passenger’s next Stopover, (if any), or at the Destination, not later than 60 minutes after the planned arrival time of the flight on which the Passenger held confirmed reserved space;
 - (vi) The Passenger is an employee of UA or of another Carrier or other person traveling without a confirmed reserved space; or
 - (vii) The Passenger does not present him/herself at the loading gate for boarding at least 15 minutes prior to scheduled domestic departures, and 30 minutes prior to scheduled international departures. See Rule 5 D) for additional information regarding boarding cut-off times.
- 5) **Payment Time and Form**
- a) Compensation in the form of check, except for travel from Canada, will be made by UA on the day and at the place where the failure to provide confirmed reserved space occurs, and if accepted by the Passenger, the Passenger will provide a signed receipt to UA. However, when UA has arranged, for the Passenger’s convenience, Alternate Transportation that departs before the compensation to the Passenger under this provision can be prepared and given to the Passenger, the compensation shall be sent by mail or other means to the Passenger within 24 hours thereafter.
 - b) UA may offer free or reduced rate air transportation in lieu of a check payment due under this Rule, if the value of the transportation credit offered is equal to or greater than the monetary compensation otherwise due and UA informs the Passenger of the amount and that the Passenger may decline the transportation benefit and receive the monetary compensation.
- 6) **Limitation of Liability** - If UA’s offer of compensation pursuant to the above provisions is accepted by the Passenger, such payment will constitute full compensation for all actual or anticipatory damages incurred or to be incurred by the Passenger as a result of UA’s failure to provide the Passenger with confirmed reserved space. If UA’s offer of compensation pursuant to the above provisions is not accepted, UA’s liability is limited to actual damages proved not to exceed 1300 USD per Ticketed Passenger as a result of UA’s failure to provide the Passenger with confirmed reserved space. Passenger will be responsible for providing documentation of all actual damages claimed. UA shall not be liable for any punitive, consequential or special damages arising out of or in connection with UA’s failure to provide the Passenger with confirmed reserved space.

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- B) Denied Boarding Non-U.S.A./Canada Flight Origin - Where there is an Oversold UA flight that originates outside the U.S.A. or Canada, no compensation will be provided except where required by local or international laws regulating Oversold flights.

RULE 26 REROUTING

- A) Rerouting Eligibility - Unless the fare purchased otherwise indicates, UA will reroute a Passenger at the Passenger's request and upon presentation of the Ticket or portion thereof then held by the Passenger plus payment of any applicable fees, charges, and fare differentials.
- B) Fare Applicable to Rerouting or Change in Destination
- 1) Passengers may change the routing and/or the ultimate destination designated on his/her Ticket in accordance with paragraph 2 below provided that, after transportation has commenced, a one-way Ticket will not be converted into a Round-Trip, Circle-Trip, or Open-Jaw Trip Ticket.
 - 2) Except as otherwise provided in Rule 25, the fare and charges applicable to any changes in itinerary, class of service, or change in ultimate destination made at the Passenger's request at an office of UA prior to arrival at the ultimate destination named on the original Ticket, shall be the fare and charges in effect on the date when the revised routing and/or ultimate destination is entered on the Passenger's new Ticket. Any difference between the fare and charges so applicable to the original Ticket issued to the Passenger will be either collected from or refunded to the Passenger, as the case may be.
- C) Fare Applicable to Upgrading Class of Service While in Flight
- 1) When a Passenger moves from one compartment to another compartment of a combination compartment aircraft while in flight, an additional collection will be made in an amount equal to the difference between:
 - a) The one-way fare from Passenger's point of origin on such flight to the last scheduled stop prior to the Passenger's change in compartment, applicable to the class of service used, plus the one-way fare from such stop to the Passenger's destination on such flight, applicable to transportation in the compartment to which the Passenger is moving, and
 - b) The fare paid for transportation from the Passenger's origin to destination on such flight. When the amount described in a) above is less than the amount in b) above, no additional payment will be required.
EXCEPTION: Passengers traveling at a Round-Trip fare or any fare not having a one-way value, may upgrade all or any portion of their itinerary only upon payment of the full normal fare for the total itinerary.
 - c) The passenger expressly authorizes UA to collect any additional applicable charges from the passenger arising out of a passenger occupying a class of service which is different than the class reflected on the passenger's boarding pass.
 - 2) The acceptance of such Passenger in the compartment to which he/she is moving for travel beyond the next scheduled stopping point in the flight will be subject to the availability of space. Discounts, other than for children, will not apply.

RULE 27 REFUNDS

- A) Ticket Refunds - Involuntary
- 1) The amount UA will refund upon surrender of the unused portion of the Passenger's Ticket for reasons pursuant to Rule 21 or Rule 24 will be as follows:
 - a) If no portion of the Ticket has been used: An amount equal to the fare and charges paid.
EXCEPTION: UA shall not be obligated to refund any portion(s) of a fully unused Ticket which does not reflect a confirmed reservation on a UA flight involved in a Schedule Irregularity, unless such Ticket was issued by UA.
 - b) If a portion of the Ticket has been used:
 - (i) One-way fares – An amount equal to the lowest comparable one-way fare for the class of service paid, for the unflown segment.
 - (ii) Round-Trip, Circle-Trip, or Open-Jaw fare – 50% of the round-trip fare for the class of service paid, for the unflown segment.
 - (iii) Area fare/flat rate fare – the refund amount will be computed by applying the same rate of discount, if any, applied in computing the original fare from the point of termination to the destination named on the Ticket, next Stopover, or the point where air transportation will be resumed via:
 - a. The Routing specified on the Ticket, if the point of termination was on the Routing of the Ticket, or
 - b. If the point of termination was not on the Routing specified on the Ticket, the direct Routing of any carrier operating service between such points.

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- (iv) If no fare of the type (fare basis) paid by the Passenger is published between the point of termination and the Passenger’s destination or next Stopover point, the amount of the refund will be the same proportion of the normal coach (Y) fare published between the point of termination and the Passenger’s destination or next Stopover point, as the fare paid is of the normal coach (Y) fare between the Passenger’s point of origin or previous Stopover point and destination or next Stopover point.
EXCEPTION: UA shall not be obligated to refund any portion(s) of a Ticket which does not reflect a confirmed reservation on a UA flight involved in a Schedule Irregularity, unless such ticket was issued by UA.
 - (v) The amount of refund will not exceed the fare component for the portion of the ticket from the last point of stopover to the next point of stopover or final destination.
 - c) Refund will be made in accordance with this Rule, provided request for such refund has been made prior to the expiration of Ticket, where required.
 - 2) UA will make no refund but may, at its discretion, provide ground transportation to the destination airport without charge when the destination city airport designated on the Passenger’s Ticket and the city airport where the flight terminates are both within any of the following city groups:
 - a) Baltimore, MD (BWI)/Washington D.C. Dulles (IAD)/Washington D.C. National (DCA)
 - b) Brownsville, TX (BRO)/Harlingen, TX (HRL)/McAllen, TX (MFE)
 - c) Burbank, CA (BUR)/Los Angeles, CA (LAX)/Ontario, CA (ONT)/Orange County, CA (SNA)/Long Beach, CA (LGB)
 - d) Chicago, IL O’Hare (ORD)/Chicago, IL Midway (MDW)/Milwaukee, WI (MKE)
 - e) Colorado Springs, CO (COS)/Denver, CO (DEN)
 - f) Dallas, TX Dallas-Ft. Worth International (DFW)/Dallas, TX Love Field (DAL)
 - g) Ft. Lauderdale, FL (FLL)/Miami, FL (MIA)/West Palm Beach, FL (PBI)
 - h) Houston, TX Bush Intercontinental (IAH)/Houston, TX Ellington AFB (EFD)/Houston, TX Hobby (HOU)
 - i) Oakland, CA (OAK)/San Francisco, CA (SFO)/San Jose, CA (SJC)
 - j) Newark, NJ Newark International (EWR)/New York, NY La Guardia (LGA)/New York, NY/Kennedy (JFK)/White Plains, NY (HPN)
 - k) London, UK Gatwick (LGW)/London, UK Heathrow (LHR)
 - 3) When a Passenger holding a Ticket for a higher class of service between a point of Origin and a Destination is required by the carrier to use a lower class of service for any portion of such carriage the amount of refund will be as follows:
 - a) **FOR ONE WAY TICKETS:** The difference between the fare for the higher class of service and the fare for the lower class of service between the points where the lower class of service is used.
 - b) **FOR ROUND TRIP, CIRCLE TRIP OR OPEN JAW TICKETS:** The difference between 50 percent of the round trip fare for the higher class of service and 50 percent of the round trip fare for the lower class of service used.
- B) Ticket Refunds - Voluntary**
For Tickets eligible for refunds, unless it is a refund as stated in Paragraph (A) above, UA will upon the Passenger’s surrender of the unused portion of a UA issued ticket or voided Ticket, refund to the Passenger as follows:
- 1) If no portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the total fare and charges paid.
 - 2) If a portion of the Ticket has been used, in accordance with these rules, the refund will be an amount equal to the positive difference if any, between the fare and charges applicable to the Ticket issued to the Passenger, and the fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket.
 - 3) Refund will be made, provided request for such refund has been made not later than the expiration date of the Ticket.
 - 4) UA assumes no obligation to issue a voluntary refund unless such Ticket was issued by UA on UA Ticket Stock.
 - 5) Any applicable administrative service charge or cancellation fee included as part of the published fare rule for the Ticket in question will be deducted from the amount to be refunded under 1) and 2) above.
 - 6) UA will issue refunds for eligible tickets within seven (7) business days for credit card purchases and twenty (20) business days for purchases made with cash, check, or other forms of payment.
- C) Other Refunds**

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- 1) Baggage service charges are non-refundable, but a Passenger who does not travel as a result of a flight cancellation, Change in Schedule, or Schedule Irregularity will be eligible for a refund upon request. United will also reimburse Passengers for any fee charged to transport bag(s) that are lost.
 - 2) Booking service fees are non-refundable, but a Passenger who cancels a reservation within 24 hours of purchase will be eligible for a refund upon request.
 - 3) Day-of-departure upgrade fees are non-refundable, but if a flight for which an upgrade fee has been paid is affected by a flight cancellation, Change in Schedule, or Schedule Irregularity, and the Passenger cannot be accommodated in First Class on a later flight, Passenger will be eligible for a refund upon request.
 - 4) Passengers who are eligible for a refund of service or other fee(s), must request refund within 90 days of the date the fee(s) was originally paid or flight date, whichever is later. UA is not liable to refund service or other fees otherwise eligible for refund if request is received after that time.
 - 5) If a Passenger is removed from an Economy Plus seat for which a fee has been paid, and the Passenger is not re-accommodated in an Economy Plus seat, the Passenger is eligible for a refund for this fee. If a Passenger is downgraded from a class of service and is not re-accommodated in a seat in the class of service for which a fee has been paid, the Passenger is eligible for a refund of this fee.
- D) Persons to Whom Refund is Made - Except as provided below, UA will refund in accordance with this Rule only to the person named as the Passenger on the Ticket.

EXCEPTION 1:

- 1) Tickets issued under a Universal Air Travel Plan (UATP) will be refundable only to the subscriber against whose account the Ticket was charged.
- 2) Tickets issued against a Transportation Request issued by a government agency, other than the U.S.A Government, will be refunded only to the government agency that issued the Transportation Request.
- 3) Tickets issued against a U.S.A Government Transportation Request (GTR) will be refunded only to the U.S.A. Government agency which issued the GTR by check made payable to the “Treasurer of the United States”.
- 4) Tickets issued against a credit card honored by UA will be refunded only to the account of the person to whom such credit card was issued.
- 5) Tickets issued in the name of a minor will be refunded to the parent, guardian, or a third party as designated in accordance with Exception 2 below.

EXCEPTION 2: If at the time of purchase, the purchaser designates on the Ticket another person or entity to whom refund shall be made, the refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing his/herself as the person so designated on the Ticket exchange order shall be deemed a valid refund, and UA will not be liable to the purchaser, or any other person for another refund.

EXCEPTION 3: If at the time of application for refund, evidence is submitted that a company purchased the Ticket on behalf of its employees, or the travel agent has made a refund to its client, such refund will be made directly to the employee’s company or the travel agent.

E) Non-refundable Tickets:

- 1) General Rule – Except as provided in Rules 4 and 27 C), UA will not refund any portion of a Ticket that is purchased with a non-refundable fare, including the fare and any taxes, fees, or other charges included within the total price paid for the Ticket.
- 2) Application of Unused Ticket toward Future Ticket Purchase - UA may allow a portion of the non-refundable fare paid for an unused and unexpired non-refundable UA Ticket to be applied towards the purchase of future travel on UA, provided it is done in accordance with the applicable fare rule in place at the time of such request. Change fees and other administrative charges may apply. Any portion not so applied will not be refunded in any form.

F) Lost Tickets

- 1) Amount of Refund - When a Passenger loses a UA issued Ticket eligible for a refund, or the unused portion thereof, UA will, subject to the conditions set forth below, make a refund to the Passenger in the following amounts, as applicable.
 - a) If no portion of the Ticket has been used, the refund will be an amount equal to the fare and charges paid, less service charges as indicated below.
 - b) If a portion of the Ticket has been used, and
 - (i) The Passenger has purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, the refund will be an amount equal to the fare and charges paid for such new Ticket, or
 - (ii) The Passenger has not purchased a new Ticket covering the same transportation as that covered by the unused portion of the lost Ticket, and free transportation is not provided by UA, the refund will be an amount equal to the positive difference, if any, between the fare and charges paid, and the full

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normal fare and charges applicable to the transportation of the Passenger covered by the used portion of the Ticket, or

- (iii) Where, in UA’s judgment, a hardship exists and UA provides a free Ticket covering the lost portion(s) upon payment of service charges shown below, no further refund shall be due.

2) Application for Refund of Lost Tickets

- a) A refund will be made for eligible tickets in accordance with 1) above, provided application has been made no later than one month after the expiration date of the lost Ticket.
- b) The application must be made on forms provided by UA for such refunds.
- c) A refund will be made by UA upon application for such refund, provided that the lost Ticket or lost portion thereof has not previously been honored for transportation or refunded to any person during a period of three months from the date the loss is reported, and provided that the person to whom the refund is made agrees, in such form as may be provided by UA, to indemnify UA, including agreeing to return to UA such refund, for any loss or damage which it may sustain by reason of the use of the lost Ticket or portion thereof.

3) Service Charge - UA will impose a service charge of 150.00 USD/150.00 CAD per ticket for handling request for refund of a lost Ticket or portion thereof.

EXCEPTION: No service charge will be imposed for Military Passengers when transportation is paid for with a U.S. Government Transportation Request (Form No. 1169).

4) Non-refundable Tickets - UA will not refund any portion of a lost non-refundable Ticket, including the fare and any taxes, fees, or other charges. For applicable service charge, the Ticket will be reissued, if application is submitted prior to scheduled travel. Non-refundable Tickets will not be reissued after the date of travel reflected on each Flight Coupon.

G) Foreign Currency Refunds

- 1) All refunds will be subject to government laws, rules, regulations, or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made.
- 2) Refunds will be made in the currency in which the fare was paid, or, at UA’s election, in lawful currency of the country of the carrier making the refund in the amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the Ticket as originally issued was collected.

H) Overcharge Refunds - Refund claims for overcharges must be submitted to UA in writing within 45 days after the operation of the flight Segment to which such overcharge claim relates, after which time no claim or legal action based on such overcharge can be maintained.

I) Optional Services – Ticket refund will include fees charged to a Passenger for optional services that the Passenger was unable to use due to an oversale situation or flight cancellation.

RULE 28 ADDITIONAL LIABILITY LIMITATIONS

For the purposes of international carriage governed by the Montreal Convention, the liability rules set out in the Montreal Convention are fully incorporated by reference herein and shall supersede and prevail over any provisions of this tariff which may be inconsistent with those rules.

A) The Carrier shall be liable under Article 17 of the Warsaw Convention or Montreal Convention, whichever may apply, for recoverable compensatory damages sustained in the case of death or bodily injury of a passenger, as provided in the following paragraphs:

- 1) The Carrier shall not be able to exclude or limit its liability for damages not exceeding 113,100 Special Drawing Rights for each passenger.
- 2) The Carrier shall not be liable for damages to the extent that they exceed 113,100 Special Drawing Rights for each passenger if the Carrier proves that:
 - (a) such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents; or
 - (b) such damage was solely due to the negligence or other wrongful act or omission of a third party.
- 3) The Carrier reserves all other defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply, to such claims including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Articles 20 and 22(1) of the Warsaw Convention in a manner inconsistent with paragraphs (1) and (2) hereof.
- 4) With respect to third parties, the Carrier reserves all rights of recourse against any other person, including, without limitation, rights of contribution and indemnity.

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- 5) The Carrier agrees that, subject to applicable law, recoverable compensatory damages for such claims may be determined by reference to the laws of the country of the domicile or country of permanent residence of the passenger.
- B) In cases of bodily injury or death, the Carrier shall make an advance payment where the Carrier determines it is necessary to meet the immediate economic needs of, and hardship suffered by, a passenger as provided in the following paragraphs:
- 1) Unless a dispute arises over the identity of the person to whom an advance payment shall be made, the Carrier shall, without delay, make the advance payment to the passenger in an amount or amounts determined by the Carrier in its sole discretion. In the event of death of a passenger, the amount of the advance payment shall not be less than 16,000 Special Drawing Rights, which shall be paid to a representative of the passenger’s next of kin eligible to receive such advance payment as determined by the Carrier in its sole discretion.
 - 2) The Carrier shall make the advance payment as an advance against the Carrier’s liability under the Warsaw Convention, or the Montreal Convention, whichever may apply. An advance payment shall not constitute recognition of liability. An advance payment shall be offset against, or deducted from the payment of, any settlement or judgment with respect to any claim for compensation on behalf of the passenger.
 - 3) The Carrier, in making an advance payment, does not waive any rights, defenses, or limitations available under the Warsaw Convention, or the Montreal Convention, whichever may apply, to any claim, nor shall acceptance of an advance payment constitute a release of any claim, whatsoever, by any person.
 - 4) The Carrier, in making an advance payment, preserves its right to seek contribution or indemnity from any other person for such payment, which shall not be deemed to be a voluntary contribution or contractual payment on the part of the Carrier.
 - 5) The Carrier may recover an advance payment from any person where it is proven that the Carrier is not liable for any damage sustained by the passenger, or where it is proven that the person was not entitled to receive the payment, or where and to the extent that it is proven that the person who received the advance payment caused, or contributed to, the damage.
- C) The Carrier shall be liable for damage occasioned by delay in the carriage of passengers by air, as provided in the following paragraphs:
- 1) The Carrier shall not be liable if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible for it or them to take such measures.
 - 2) Damages occasioned by delay are subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defense recognized by a Court with proper jurisdiction over a claim.
 - 3) The Carrier reserves all defenses and limitations available under the Warsaw Convention or the Montreal Convention, whichever may apply to claims for damage occasioned by delay, including, but not limited to, the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention. Under the Montreal Convention, the liability of the Carrier for damage caused by delay is limited to 4,694 SDR per passenger. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.
- D) The Carrier is liable for damages sustained in the case of destruction or loss of, damage to, or delay of checked and unchecked baggage, as provided in the following paragraphs:
- 1) Except as provided below, the liability of the Carrier is limited to 1,131 Special Drawing Rights for each passenger in the case of destruction, loss, damage, or delay of baggage, whether checked or unchecked, under the Warsaw Convention or the Montreal Convention, whichever may apply. Unless the passenger proves otherwise:
 - a. all baggage checked by a passenger shall be considered to be the property of that passenger;
 - b. a particular piece of baggage, checked or unchecked, shall not be considered to be the property of more than one passenger; and
 - c. unchecked baggage, including personal items, shall be considered to be the property of the passenger in possession of the baggage at the time of embarkation.
 - 2) If a passenger makes, at the time checked baggage is handed to the Carrier, a special declaration of interest and has paid a supplementary sum, if applicable, the Carrier will be liable for destruction, loss, damage, or delay of such checked baggage in an amount not exceeding the declared amount, unless the Carrier proves that the declared amount is greater than the passenger’s actual interest in delivery at destination. The declared amount, and the Carrier’s liability, shall not exceed the total amount of declaration permissible under the Carrier’s regulations, inclusive of the limitation of paragraph D (1) hereof. In the case of transportation under the Warsaw Convention, no supplementary sum shall apply unless the declared amount exceeds 19 Special Drawing Rights per kilogram of the total recorded weight of the checked baggage at the time the baggage is

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handed to the Carrier. Nevertheless, the Carrier may impose charges for pieces of baggage in excess of any free allowance the Carrier may provide.

- 3) In the case of unchecked baggage, the Carrier is liable only to the extent the damage resulted from its fault, or that of its servants or agents. The Carrier is not liable for baggage carried in the passenger compartment of the aircraft and remaining in the personal possession of the passenger.
NOTE: Assistance provided by crewmembers to properly store such items does not transfer liability to the Carrier.
 - 4) The Carrier is liable for damage sustained in case of destruction or loss of checked baggage upon condition only that the event which caused the destruction or loss took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier is not liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the baggage. Further, the Carrier’s liability for the destruction, loss, damage or delay of baggage is subject to the terms, limitations and defenses set forth in the Warsaw Convention and the Montreal Convention, whichever may apply, in addition to any limitation or defense recognized by a Court with proper jurisdiction over a claim.
 - 5) The Carrier reserves all defenses and limitations available under the Warsaw Convention and the Montreal Convention, whichever may apply to such claims including, but not limited to, the defense of Article 20 of the Warsaw Convention and Article 19 of the Montreal Convention, and the exoneration defense of Article 21 of the Warsaw Convention and Article 20 of the Montreal Convention, except that the Carrier shall not invoke Article 22(2) and (3) of the Warsaw Convention in a manner inconsistent with paragraph (1) hereof. The limits of liability shall not apply in cases described in Article 25 of the Warsaw Convention or Article 22 (5) of the Montreal Convention, whichever may apply.
- E) Under the Warsaw Convention and the Montreal Convention, whichever may apply, an action for damages must be brought within two years, and a complaint must be made to the carrier within seven calendar days in the case of damage to baggage, and 21 calendar days in the case of delay thereof. For baggage claims, reimbursement for any expenses will be based upon proof of claim acceptable to UA.

For purposes of all other carriage (including Domestic Carriage) not governed by the Montreal Convention or other applicable international law, the following liability limitations and other exclusions apply:

- F) UA shall not be liable for any death, injury, delay, loss or other damage of whatsoever nature (hereafter referred to collectively as “damage”) arising out of or in connection with carriage or other services performed by UA, unless such damage is proven to have been caused by the sole negligence or willful misconduct of UA and there has been no contributory negligence on the part of the Passenger.
- G) UA shall not be liable for any damage arising out of UA’s compliance with any laws, government regulations, orders, rules, requirements or security directives or as a result of a Passenger’s failure to comply with such laws, government regulations, orders, rules, requirements or security directives or as a result of Passenger’s reliance on advice provided by UA regarding such laws, regulations, orders, rules, requirements or security directives. See also Rule 19.
- H) UA shall not be liable for any punitive, consequential or special damages arising out of or in connection with carriage or other services performed by UA, whether or not UA had knowledge that such damage might be incurred.
- I) Any limitations or exclusions of liability of UA shall apply to and be for the benefit of UA’s agents, employees, vendors and representatives acting within the scope of their employment and also to any person whose aircraft is used by UA and its agents, employees or representatives acting within the scope of their employment.
- J) Nothing herein shall be deemed to affect the rights and liability of UA with regard to any claims brought by, on behalf of, or in respect to any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a Passenger.
- K) Additional Baggage Liability Limitations and Exclusions:
 - 1) If all of the Passenger’s Ticketed segments are for carriage within the U.S.A., the following apply:
 - a) Liability for the loss of, damage to or delay in delivery of a Passenger’s personal property, including Baggage, when such personal property or Baggage has been checked (unless a higher value is declared in advance and additional charges are paid and personal property is not otherwise excludable), is limited to USD 3,300 per Ticketed Passenger. Passenger will be responsible for documenting and proving the actual value of the loss. For baggage claims, reimbursement for any expenses will be based upon proof of claim acceptable to UA.
 - b) UA assumes no responsibility or liability for Baggage or other items carried in the Passenger compartment of the aircraft.
 - c) In the case of loss of, damage to or delay in delivery of a Passenger’s personal property, including Baggage, a preliminary notice of claim must be submitted to UA by the Passenger within twenty-four

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hours after arrival of the flight on which the Baggage was or was to be transported. In the event of failure to give such preliminary notice of claim (absent extraordinary circumstances to be determined at UA’s discretion), no action shall lie against UA.

- d) After preliminary notice of claim to UA by the Passenger, the Passenger must obtain a written claim form from UA.
 - e) The completed written claim form pertaining to the claimed loss of, damage to or delay in delivery of a Passenger’s personal property, including Baggage must be received by UA’s System Tracing Center from the Passenger within 45 days after the flight date. If the Passenger’s fails to return the completed written claim form within the specified time period (absent extraordinary circumstances to be determined at UA’s discretion), no action shall lie against UA.
- 2) Wheelchairs and Other Assistive Devices
- a) With respect to Domestic Carriage only, the baggage liability limits of 14 CFR 254 do not apply to claims for loss, damage or delay concerning wheelchairs or other assistive devices. The notice and claim requirements, however, do apply.
 - b) In the case of a lost, damaged, or destroyed wheelchair or other assistive device, documentary proof of loss is required from the Passenger to process a claim for damages. If a wheelchair or other assistive device can be returned to the Passenger in the condition in which it was received by making reasonable repairs, UA may, at the Passenger’s request, make the repairs.
 - c) UA has the right to inspect and document any pre-existing damage prior to acceptance of wheelchairs or other assistive devices as Checked Baggage. UA reserves the right to refuse to transport large wheelchairs or other assistive devices that, due to the physical size of an aircraft compartment, cannot be carried upright safely without risk of serious damage to the wheelchair, or that would cause a load imbalance in a small baggage compartment and violate weight and balance safety requirements. In such case, UA will use reasonable efforts to assist the Passenger in identifying a flight using an aircraft that can accommodate the wheelchair.
- 3) EXCLUSIONS: UA shall not be liable for the loss of, damage to or delay in delivery of any of the following:
- a) Antiques, artifacts, collectibles, religious items;
 - b) Antlers;
 - c) Backpacks not designed for travel, sleeping bags and knapsacks made of plastic, vinyl or other easily torn material with aluminum frames, outside pockets or with protruding straps and buckles;
 - d) Business equipment and business samples;
 - e) Portable multimedia players including, but not limited to, CD, DVD or MP3 players;
 - 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 UA, except for items that otherwise would be suitable for transportation without the cardboard box (e.g., bicycle, garment bag);
 - j) Electronic and mechanical items, including cell phones, electronic games; and other related items;
 - k) Eyeglasses, Binoculars, Prescription Sunglasses and Non-Prescription Sunglasses and all other eyewear and eye/vision devices;
 - l) Flowers and plants;
 - m) Garment bags not designed for travel;
 - n) Irreplaceable items;
 - o) Items made of paper (e.g., advertising displays, blueprints, maps, manuscripts, business/personal documents, historical documents, photos, books, negotiable papers, securities, etc.);
 - p) Jewelry;
 - q) Keys;
 - r) Liquids, perfumes, alcohol/liquor, jerkins, ZAM ZAM water;
 - s) Medicines, medical equipment;
 - t) Money, gift cards and gift certificates;
 - u) Musical instruments-Guitars, violins, violas, cellos, organs, harps, drums;
 - v) Natural fur products;

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- w) Perishable items such as medicine, flowers, and food (e.g., fruits and vegetables, cheese, fresh or frozen meat or poultry, seafood, baked goods, dry ice, and tobacco);
 - x) Photographic/cinematographic/audio/video equipment, cameras and related items;
 - y) Precious metals/stones;
 - z) Tools, battery powered hand tools, tool boxes/containers, automotive towbars;
 - aa) Totally unprotected items such as tennis racquets and umbrellas, either individually checked or tied/strapped to the outside of luggage;
 - bb) Recreational and sporting goods, including but not limited to, archery equipment, baseball equipment, boggie/kite/skim/speed/skate boards, bicycles, bowling equipment, camping equipment, fencing equipment, golfing equipment, gymnastic equipment, hockey/lacrosse sticks, javelins, oars, paintball equipment, parachutes and parasails, pool cues, skating equipment, tennis equipment, water skiing/snow skiing/snowboards/wakeboards, hang gliding equipment, kayaks/canoes, personal human transporters, fishing rods, sculls, surfboards, windsurfing sailboards, vaulting poles, scuba diving masks and pressure gauges, copes, and sporting trophies.
 - cc) Silverware, knives, swords;
 - dd) Strollers, bassinets, and infant carrying seats;
 - ee) Watches (Timepieces);
 - ff) Works of art such as paintings or sculptures; or
 - gg) Any other similar valuable property or irreplaceable property included in the Passenger’s Checked or Carry-on Baggage with or without the knowledge of UA.
- 4) Assistance rendered to the Passenger by UA’s employees and/or agents in loading, unloading, or storing unchecked, Carry-On Baggage or Cabin Baggage shall be considered as gratuitous service to the Passenger for which UA shall not be liable.
- 5) For purposes of determining liability with respect to lost, damaged or destroyed baggage, the weight of each piece of such baggage shall be deemed to be the maximum allowable weight for each piece of such baggage under the Rule, unless the actual weight is stated on the Baggage Check.
- 6) In the event of delivery to the Passenger of part but not all of the Passenger’s Checked Baggage, or in the event of damage to part but not all of such Baggage, the liability of UA with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, regardless of the value of any part of the Baggage or contents thereof.
- 7) UA’s liability for Baggage is also limited in all of the following respects:
- a) UA shall not be liable for Baggage not claimed by Passenger immediately upon arrival.
 - b) UA shall not be liable for damage caused by a Passenger’s property, whether such damage is to the Passenger’s own property or to other’s property.
 - c) UA shall not be liable for the loss of, damage to or delay in delivery of any Baggage accepted by another carrier for Interline Transfer to UA, if the Baggage is not acceptable for transportation as Checked Baggage by UA.
 - d) A Passenger traveling with an animal shall be responsible for compliance with all governmental regulations and restrictions, including furnishing valid health and rabies vaccination certificates when required. UA will not be liable for loss or expense due to the Passenger’s failure to comply with this provision, and UA will not be responsible if any animal is refused passage into or through any country, state or territory. (See Rule 23.)
 - e) UA shall not be liable for any Baggage for which UA has received a signed release form from the Passenger.
 - f) UA 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.
 - g) UA shall not be liable for loss of or damage to protruding parts such as wheels, feet, external pockets, pull and extending handles, hanger hooks, external locks, pull straps and security straps.
 - h) UA shall not be liable for loss of or damage to articles due to a manufacturer’s defect or due to overpacked Baggage.
 - i) UA 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.
 - j) UA shall not be liable for damage caused by improperly packed Checked Baggage or Carry-on Baggage.

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- k) UA shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of a person traveling on a Ticket who is other than the Passenger to whom the Ticket was issued.
 - l) UA shall not be liable for the loss of, damage to or delay in delivery of any Checked Baggage of an employee of an airline other than UA or such employee's family or friends traveling on a non-revenue Ticket. EXCEPTION: If the other airline has a ZED agreement with UA, UA will comply with its terms regarding loss of, damage to or delay in delivery of any Checked Baggage of an employee of another airline or such employee's family or friends traveling on a non-revenue Ticket.
 - m) UA will not be liable for delivery or interim expenses incurred by the Passenger with delayed baggage if Passenger fails to meet the check-in time requirements set out in Rule 5 D).
- 8) Services of Other Carriers
- a) UA's liability for damage, if any, shall be limited to occurrences on its own flights and the flights of its International Codeshare partners in accordance with Rule 18. In the case of Checked Baggage, the Passenger has the right of action against either the first or last carrier in the flown itinerary.
 - b) A carrier issuing a ticket or checking baggage for carriage over the lines of others (e.g., a carrier providing Interline Transportation) does so only as agent and is not liable for actions on the part of the operating carrier.
 - c) UA shall not be liable for the death or injury of a Passenger not occurring on its own operated flights.

RULE 29 CUSTOMER SERVICE COMPLAINTS

Customer compliments and complaints may be made by email or mail to the following:

- Website address:
www.united.com/feedback
- Mailing address:
Customer Care – NHCCR
United Air Lines, Inc.
900 Grand Plaza Dr.
Houston, TX 77067-4323

RULE 30 CONSENT TO USE OF PERSONAL DATA

Upon booking a ticket for transportation, purchasing other services, or participating in any UA program or service such as MileagePlus or the United Club, you hereby authorize UA and its affiliates and authorized agents to (i) collect, process, retain and use, and (ii) transfer to third parties, including, but not limited to, subcontractors, agents, affiliates, marketing partners, other carriers, and government agencies, for their use, processing and retention, any and all personal data you provide when UA believes in good faith that it is in the interests of aviation security or that disclosure is otherwise necessary or advisable or as UA deems necessary to carry out any and all business purposes related to the program or services being requested and/or in the promotion of other information, goods, and services that may be of interest to you, including, but not limited to, the following purposes: making a reservation; purchasing a ticket; purchasing cargo services; participating in MileagePlus services; obtaining ancillary services, including accommodating special service requests; accounting, billing and auditing; checking credit or other payment mechanisms; operating frequent flyer programs; systems testing, maintenance and development; customer relations; sales and marketing; promotions for UA and/ or its affiliates goods and services and third party goods and services; statistical analysis; developing and tailoring current and future services; facilitating travel, including obtaining immigration, security, and customs clearance; complying with applicable laws, regulations, government requests, law enforcement requests, and/or valid court orders; providing data to third parties or governmental or law enforcement agencies to comply with, or assist in the development of, security, safety, or health 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 UA and/or its affiliates.

If a passenger wants to learn more about UA's Privacy Policy, it may be viewed at www.united.com. This policy is merely a statement of administrative protocol; it is not a contract, nor is it made, or intended to be made, a part of this Contract of Carriage, nor does it create any contractual or legal rights.