GOL Airline's Debit Memo Policy

From July 2016, GOL Linhas Aéreas Inteligentes follows below guidelines for ADMs issuance.

The ADM serves to notify an Agent that unless there is some justification to the contrary, the Agent owes GOL the amount shown on the ADM for the reasons indicated.

• GOL´s ADM policy follows IATA Resolutions 830a, 850m and 890 for chargeback. ADMS may be issued during the following nine months after the last travel date, except chargeback memos that can be raised in the following 12 months.

• A GOL Linhas Aéreas Inteligentes reserves its rights to collect administration fees according its policy described herein. The administration fee for Ticketing ADMs is USD 10,00 (ten American Dollars); for Booking ADMS, please see the table at the corresponding item below.

• ADMs are not commissionable.

• ADMs will be handled according the market commercial capabilities, mostly via BSP Link, but not limited to this channel.

• ADMs disputes will be handled as follows:
  - Agents reviews or disputes must be made via BSP Link or ARC Memo Manager, or any other channel used by GOL for the ADM raise.
  - All deadlines regarding the ADMs issuance and dispute shall follow IATA Resolution 850m.
  - Disputes shall be specific in their detail for the accurate charge review. Disputes that were already denied via BSP/ARC and are re-opened via PRB are subject to an administration fee of USD 10,00 (ten American Dollars).
  - For ARC agencies: GOL uses ARC Memo Manager to electronically issue all agency debit memos for U.S. and Canada travel agencies. This system allows agents to review, correspond and pay memos online. GOL does not agree with partial payments. If an agency adds a partial payment, a USD 50 (fifty American Dollars) fee will be added to the remaining amount at each partial payment actioned. GOL would like to enforce that Memo Manager should be the sole system where all agencies shall manage its memos, IAR shall not be used. A USD 10.00 (ten American Dollars) memo fee will be applied to the agency for each memo manually issued in its IAR report.

• Individual and Groups bookings/issuances are entitled to ADM issuances.

ADM Policy – Ticketing Audit Scope – Including But Not Limited To

1. Any contractual breach between GOL Linhas Aéreas Inteligentes and the sales agent.

2. Issuance/ reissuance/revalidation of documents not following the reservation policies or fare rules, such as:

a. entering incomplete or incorrect reservation entries, such as reservation booking designators that do not correspond to the fare paid or reservation requests on a ticket, thereby allowing travel at less than the applicable fare;
b. inaccurately completing or omitting to complete the 'not valid before' and/or 'not valid after' boxes on a ticket contrary to the conditions governing the fare applied, thereby allowing travel at less than the applicable fare;
c. undercharge of taxes, fees, tariffs and fares;
d. issuing a single ticket for more than one passenger;

e. changing or omitting the name of the passenger;
f. changing the "Form of Payment" or failing to carry this forward to the new ticket;
g. changing the currency of payment or failing to carry this forward to the new ticket,
h. failing to carry forward all restrictions to the new ticket;
i. failing to complete correctly the "Issued in Exchange For" entries and/or the "Original Issue" entries, and/or failing to carry these forward to the new ticket;
j. failing to ensure that when conjunction tickets, the conjunction ticket numbers are shown on all conjunction tickets;
k. changing the point of origin;
l. issuing/selling a ticket with a fictitious point of origin or destination in order to undercut the applicable fare (cross border selling);
m. failing to observe the applicable rules for Designation and Selection of Ticketing Airline (Resolution 852) and/or designating transportation on such parties' services where a valid interline agreement between the ticketing airline and the transporting party does not exist;
n. cancelling or amending a customer booking and/or Electronic Ticket without the express permission of that customer, deliberately making duplicate reservations for the same customer;
o. making reservation transactions without the specific request of a customer;
p. making an amendment to a booking that has previously been issued as an e-ticket without either revalidating or reissuing, as applicable, the original ticket to reflect the new itinerary ;
q. voiding/refunding tickets without cancelling corresponding reservations or immediately issuing a new valid document;
r. failing to split PNRs in cases where not all passengers included in the PNR are ticketed;
s. failing to observe the prescribed minimum connecting times;
t. failing to observe negotiated values,
u. failing to observe the number or minimum of passengers negotiated for groups.

3. GOL Linhas Aéreas Inteligentes may notify the agencies via ADMs for irregular or incorrect bookings and/or issuances situations not limited to fare rules, booking policies, issuance, reissuance, validation, revalidation, taxes, entering incomplete or incorrect information for mandatory issuance fields such as taxes/fees and validity, sales reporting and refund violations.

4. ADMs issued for policy violations regarding mandatory fields, commissions, taxes and fees will be charged considering the due amounts and fare rules at the issuance date.

5. Fare rules violation ADM amounts may equal up to the difference between the fare ticketed and the most unrestrictive published fare for the transportation provided.

6. If a traffic document has not been issued in accordance with interline agreements or IATA resolution 852, the full IATA fare for the whole itinerary will apply, including but not limited to the use of stock and other airlines to issuing tickets with segments operated by other companies only.

7. Documents issued and not reported.

8. Inaccurate appliance of commissions.

9. Inaccurate appliance of commercial agreements.

10. Irregular refunds.

11.   Credit Card rejections (chargeback).

ADM Policy – Booking Violations

All bookings on GOL must comply with GOL's Contract of Carriage, and with all applicable fare rules. GOL's GDS Booking Policy guidelines are designed to set clear expectations for subscribers concerning the use of a GDS for reserving, booking and ticketing GOL air transportation.

GOL will continue to provide information to our Agency Partners to ensure that all GDS users take a consistent approach when using GDS services to reserve space and issue tickets for GOL customers. GDS practices that are considered a violation of GOL's policies will be addressed appropriately.

To prevent such violations, please review the below definitions that encompasses booking rules and abusive type ticketing practices.

BOOKING VIOLATIONS - DEFINITIONS

Effective **July 15, 2016**, GOL will audit all GDS User transactions to identify Booking Policy violations. When a violation is identified, GOL will charge the GDS User a segment fee depending on the nature of the violation plus an administrative fee per debit memo. In addition, GOL reserves the right to restrict an agency's authority to book GOL inventory and/or issue GOL travel documents. Ticketing agencies may be held responsible for booking violations made by agents, employees, sub-agents, or outside agents working through the ticketing agency. GOL bookings include all bookings utilizing the "G3" or "G3*"designator codes.

This Booking Policy applies to GDS bookings, regardless if there are existent issued tickets for the itinerary.

Effective Date
These policies and procedures apply to all GOL bookings made on or after **July 15th, 2016**, including.

Audit Scope - including, but not limited to:

- **Administrative Fees for Debit Memo (ADM)**
  GOL will each assess a USD 10 (ten American Dollars) administrative fee for each debit memo issued.

- **Booking Violation Penalty Fees**

Audited Violations	Fees
Administrative Fees for Debit Memos Issued (ADM)	USD 10,00
Inactive Segments	USD 5,00 per passenger, per segment
Passive Segments	USD 5,00 per passenger, per segment
Duplicate Segments	USD 12,00 per segment, per booking
Fraudulent, Fictitious or Speculative Bookings	USD 12,00 per passenger, per segment
Missing Secure Flight Passenger Data	USD 50,00 per name, per booking
Inventory Circumvention	USD 100 per booked segment for unticketed booking, or USD 500 per passenger, per OD passenger for ticketed PNRs.
Churning	USD 5,00 per passenger, per segment

USD – American Dollars

Applicable values for ADMs issuance <u>from January, 2020</u>.

Audited Violations	Fees
Administrative Fees for Debit Memos Issued (ADM)	USD 15,00

Inactive Segments	USD 7,00 per passenger, per segment
Passive Segments	USD 7,00 per passenger, per segment
Duplicate Segments	USD 15,00 per segment, per booking
Fraudulent, Fictitious or Speculative Bookings	USD 15,00 per passenger, per segment
Missing Secure Flight Passenger Data	USD 55,00 per name, per booking
Inventory Circumvention	USD 120 per booked segment for unticketed booking, or USD 550 per passenger, per OD passenger for ticketed PNRs.
Churning	USD 7,00 per passenger, per segment

USD – American Dollars

- **Cancelling Reservations**

Segments must be canceled and inventory released immediately when a ticket has not been purchased in accordance with the fare rule, or when notified by a customer that travel is no longer needed, whichever comes first.

- **TSA Secure Flight Passenger Data – Industry Mandate (flights to the United States Only)**

Secure Flight Passenger Data is required for each passenger and segment when travelling to the US. PNRs without complete SFPD may be subject to cancellation shortly before the 72 hour TSA deadline for providing this information.

- **Churning**

Effective from Mar 1st, 2018: Churning refers to any repeated booking or canceling of the same itinerary in the same class or different classes of service across one or more passengers, in the same or different PNRs or GDSs including, without limitation, to circumvent or extend ticketing time limits, hold inventory or to meet GDS productivity requirements. The fourth rebooking meeting the conditions described here will be considered as churning. In case there is more than one IATA handling the reservation, ADM will be generated for IATA that committed the infraction.

- **Dual Automation**

A GDS subscriber that uses more than one GDS in its business must book and ticket a specific passenger itinerary within the same GDS.

A GDS subscriber that uses a GOL direct channel, not limited to GOL website and Direct connections (API, BWS), will be charged with the difference of the payment made and the "Y" full fare available at the payment date.

- **Duplicate Bookings**

All duplicate bookings generated by a single GDS subscriber are prohibited, including:

- Multiple itineraries for any number of passengers with the same passenger name, whether identical itineraries or not

- Reserving one or more seats on the same flight or different flights for the same time frame, regardless of the class of service or format used to make the reservations

- Creating a reservation where it is logically impossible to be used on each segment created across one or more PNRs or GDSs.

In order to ensure the most accurate availability is accessible to all of our customers, effective July 2016, GOL will cancel all duplicate bookings as soon as they are identified; the inventory in these bookings will be returned to availability.

- **Smiles – Number Required to Prevent Cancelation**

GOL recognizes there are situations where two passengers with the same name could be traveling on the same itinerary (i.e. father/son with same name) in a different reservation. Even if the reservations are ticketed, please ensure that both passengers are enrolled in Smiles and enter each passenger's respective Smiles number in the PNR to prevent cancellation.

- **Fraudulent/Fictitious Bookings**

Fraudulent, fictitious, or speculative bookings are forbidden. These are defined as reservations where a booking is entered into a GDS regardless of input codes, using fictional or fabricated names, with no intent for travel and is not directly related to a request from a passenger to purchase a ticket.

Additionally, creating such PNRs to hold or block reservations due to expected demand, customer indecision, or for any reason including, without limitation, to circumvent any of GOL's fare rules or policies are not permitted.

- **Group Bookings**

An acceptable group booking may include segments entered passively into a GDS. These passive segments must match segments already existing in GOL's Reservation System. Passive segments may only be entered at the time, and for the purpose, of ticket issuance. Any other uses of group bookings are going to be considered invalid and speculative.

- **Inactive Segments**

All inactive segments must be removed from the GDS PNR at least 24 hours before departure. Inactive segments include those with the status codes of HX, NO, UN, UC, SC, TK, US, GK, PK, MK or WK. Inactive segments that are not cancelled 24 hours prior to departure are subject to Cost Recovery Fee charges from GOL. The ADM will be issued on the booking generator IATA, regardless of whether another IATA has made changes to the booking afterwards.

- **Passive Segments**

Some types of passive segments are not acceptable by GOL and will me immediately canceled.

An acceptable passive segment is a segment entered into a GDS for the purpose of ticketing. It must match an existing booking.

All other passive segment uses will be audited by GOL (including uses to fulfill administrative functions, to satisfy GDS productive requirements, etc.), and, if abusive utilization of passive segments is verified, a compensatory fee will be applied.

- **Inventory Circumvention**

GOL manages inventory on an origin and destination (O&D) basis. Inventory that is available on a particular segment for one O&D may not be available for other O&Ds including the same segment. GOL's booking policy prohibits the creation of reservations with the intent to circumvent inventory management controls (e.g., married segment logic or journey controls) and/or to obtain inventory for ticket sales which GOL does not intend to offer for the passenger's actual O&D itinerary. Agents engaging in circumvention of GOL inventory controls will be held accountable for these violations.

- **Secure Flight Passenger Data Required**

The TSA Secure Flight Program requires Travel Agents to enter the passenger's legal name, date of birth and gender and allows for an optional redress number against government watch lists for domestic and international flights. PNRs without complete Secure Flight Passenger information may be subject to cancellation, tickets inhibited, and the potential for booking violation fees.

- **Test or Training PNRs**

The training mode or non-billable segment status codes provided by the GDS must be used when testing situations or training personnel. Creating PNRs for training purposes using active sell segment status codes is prohibited and is subject to penalty fees.

- **Waiting List**

Gol does not accept waiting list requests. All requests are going to be denied. Passive segments inserted as waiting list are going to be charged.

Settlement

GOL reserves the right to use IATA BSP Link or ARC Memo Manager as the debit memo process to recoup fees associated with booking policy violations via Agency Debit Memo (ADM). The ADM will provide detail supporting the issuance of the ADM and the basis for GOL's claim. The ADM will provide contact information to channel inquiries.

The accuracy and completeness of booking is the responsibility of the travel agent. Airlines have the right to audit and send ADM's for all transactions. GOL's policy for audit and memo issuance will be handled per IATA Resolution 850m. Recalling that IATA is not a "force of law", it only regulates the transactions. What should be considered is that it is a business relationship; these terms were agreed upon by the agency and the airline upon joining BSPLink. As long as trade policy is published, the agent has to stick to it, not resolutions.

Dispute Process
GOL complies with Industry Best Practices, accepting valid, timely disputes for ADMs. Disputes must comply with local reporting requirements and include valid dispute reasoning and supporting documentation. ADM disputes can be submitted via:

   - BSPLink Link: https://www.bsplink.iata.org

   - ARC Memo Manager Link: https://myarc.arccorp.com/PortalApp/PreLogin.portal

   - All ADM issuance procedures are also published at GOL´s website:
   https://www.voegol.com.br/en/travel-agencies

Disputes should be conducted in English language.

ADM Minimum Amount
GOL reserves the right to raise an ADM without limitation of minimum value.

Administrative Fees
GOL reserves the right to apply Administrative Fees for specific transactions and scenarios.

Payment Terms
ADMs are due upon Receipt. Unresolved debit memos are subject to the following:
   • Placement with outside collection agency
   • Interruption of booking and ticketing ability
   • Termination of GOL appointment

   Note: Payment of ADM constitutes final resolution. If, in error, a debit memo is paid twice, a credit memo will be issued less the applicable processing fee.

Subscriber Acceptance
Each GDS User's acceptance of and agreement to these new terms and conditions is a condition of such GDS User's continued appointment as a GOL travel agent and/or GOL's consent to permit such GDS User to make GOL bookings through the GDS, as the case may be.

The continued booking of GOL air transportation services and products will be deemed to constitute each GDS User's acceptance of and agreement to these new terms and conditions, and each GDS User's first GOL booking on or after **July 15th, 2016**, shall constitute such acceptance and agreement.

GOL reserves the right to modify or amend any of the terms and conditions set forth herein at any time upon notice from GOL.

Last revision of ADMs policy: 17/SEP/2019, effective on 10/OCT/2019