

TAP's Extra Legroom Seat Terms and Conditions

These are the TAP's Extra Legroom Terms and Conditions ("Terms and Conditions"), which are established by Transportes Aéreos Portugueses, S. A. (also known as "TAP Air Portugal" or "TAP"), for reservation and use of TAP Extra Legroom Seat made available to our clients, on websites, apps and/or the digital presence of TAP Air Portugal in certain conditions.

Definitions

The following definitions apply to these Terms and Conditions:

1.1 **Eligible Customer** refers to the passengers that are able to bid for the Extra Legroom Seat.

1.2 **Extra Legroom Seat** refers to the seat (Leg Space or Emergency Row) allocated to the Eligible Customer's after bidding's approval, for an additional fee, on Economy Class, on their eligible flight, based on availability.

1.3 **Nominated Payment Card** ("Form of Payment") means the form of payment allowed by TAP Air Portugal, which must be used to make a payment, or such other form of payment as approved by TAP Air Portugal from time to time.

1.4 **Original Booking** is the fare purchased and Segment(s) of the booking made by the Eligible Customer which may include 1 or more passengers.

1.5 **Segment** refers to the portion of a journey between two consecutive points on an itinerary.

1.6 **Offer** refers to the amount that passengers bid for the Extra Legroom service.

Extra Legroom Seat eligibility

2.1 Eligible Customers must be at least 18 (eighteen) years of age to select Extra Legroom Seat.

2.2 Extra Legroom Seat are subject to availability and may be acquired only by customers travelling in Economy Class on TAP Air Portugal operated flights and TAP Express operated and Wet lease operated TP flights.

Making an Extra Legroom Seat selection

3.1 The Extra Legroom Seat reservation can only be made on behalf of all passengers in the Original Booking.

3.2 By selecting the Extra Legroom Seat, the Eligible Customer confirms that they are an Eligible Customer and has authority to act on behalf of and to bind all the passenger(s) on the Original Booking.

3.3 Any other Form of Payment or consideration not provided for in these Terms and Conditions cannot be used to make or fulfil an Extra Legroom Seat reservation.

3.4 The fee paid for Extra Legroom Seat is separate and additional to the amount paid (if applicable) for the Eligible Customer's assigned individual seat(s) as per the Original Booking.

3.5 Only one Extra Legroom Seat service can be reserved per passenger for each Segment in the Original Booking, whereby Eligible Customer may purchase a maximum of one (1) seat per segment and per passenger, depending on aircraft and subject to availability of Extra Legroom Seats and these Terms and Conditions.

3.6 The use of a Nominated Payment Card implies that the Eligible Customer is the holder and is of the legal age to use it. The use of a credit card by someone who is not the cardholder implies that the Eligible Customer has obtained the cardholder's permission. The credit card holder is always responsible for ensuring payment of charges made using their card, namely any extra fees that may be charged by the bank, for which TAP is not responsible.

Acceptance of Extra Legroom Seat

4.1 Extra Legroom Seat bidding may be done, through TAP's dedicated product page at Flytap right after booking confirmation and up until 36H before departure with the exception of the USA flights, which is 24H, through the Marketing page.

4.2 The passenger must always scale their Offer (between the minimum and maximum value). If the booking includes several passengers, they will all be covered.

4.3 The availability of Extra Legroom is limited and is at the sole discretion of TAP Air Portugal. TAP Air Portugal reserves the right to accept any Offer from the date it is made until the date of departure of the flight in question.

4.4 Extra Legroom Seat does not apply to group bookings - group bookings are those of 10 or more people.

4.5 Subject to availability, Eligible Customers will receive instant notification by message sent to the nominated e-mail address of the Original Booking confirming that a bidding was done to the Extra Legroom Seat.

4.6 The Eligible Customer will receive a notification by message sent to the nominated e-mail address of the Original Booking informing whether the bidding was accepted or not.

4.7 TAP Air Portugal makes every effort to accommodate your request for an Extra Legroom Seat. However, the Extra Legroom Seat is subject to availability and TAP reserves the right to re-allocate the Extra Legroom Seat, which cannot be guaranteed by TAP Air Portugal, including, but without limiting, due to operational, safety or security reasons, even after boarding the aircraft.

4.8 TAP Air Portugal will deduct the fee for the Extra Legroom Seat reservation from the Nominated Payment Card at any time from the time of acceptance of the offer. Customers are responsible for ensuring that they have sufficient funds on their Nominated Payment Card at the time of purchase.

4.9 When the Extra Legroom Seat is confirmed, the Eligible Customer will be charged the correspondent amount payable in the currency displayed on the payment page.

4.10 The fare conditions of the Original Booking continue to apply to the Eligible Customer but not to the Extra Legroom Seat, which is regulated under these Terms and Conditions.

4.11 The Extra Legroom Seat does not include any services or products other than the features of the seat type. The Eligible Customer is not allowed to have additional (hand) baggage and the Original Booking' baggage conditions remain in place.

4.12 Extra Legroom Seat is not eligible for miles accumulation.

4.13 Extra Legroom Seat might not be available on all Flights and Markets operated by TAP.

Cancellations, Endorsements and Transferability

5.1 Without prejudice to any applicable laws, rules and regulations, TAP Air Portugal Conditions of Carriage and these Terms and Conditions, if an Eligible Customer fails to board a flight (as no-show) for which an Extra Legroom Seat has been confirmed, the Eligible Customer will not be reimbursed for the fees paid for the booking of the Extra Legroom Seat.

5.2 Extra Legroom Seat is non-transferable and non-endorsable.

Refunds

6.1 Extra Legroom Seat will only be refundable:

- Whenever a seat change is made by TAP Air Portugal, in a Segment on which an associated Extra Legroom Seat purchase has been confirmed.

- if the Segment in the Original Booking is cancelled by TAP Air Portugal.

6.2 These cases do not cover any situations caused by the Eligible Customer, where the reasons are attributable to the Eligible Customer's actions, including, among others, where the Eligible Customer chose to change his/her flights or if his/her actions resulted in a flight being missed. As a result, no refund will be made if, after the confirmation of Extra Legroom Seat, the Eligible Customer decides to change or cancel his/her ticket.

6.3 Subject to Clause 6.1:

If you're eligible for an Extra Legroom Seat refund and haven't received confirmation of your refund, please contact TAP Air Portugal, directly, to the appropriate contacts at www.flytap.com.

6.4 Extra Legroom Seat refunds will be processed in the currency in which payment for the Extra Legroom Seat reservation was made and to the Nominated Payment Card used to make the payment.

6.5 Extra Legroom Seat Terms and Conditions, including refunds, are independent of seat selection for the Original Booking and fare refund conditions.

General

7.1 TAP Air Portugal reserves the right to modify or withdraw these Terms and Conditions at any time and without notice. These Terms and Conditions should be read in conjunction with TAP Air Portugal (available at <https://www.flytap.com/en-pt/transport-conditions>) the Terms, Policies and Conditions of General Use of Transportes Aéreos Portugueses, S.A. (available at <https://www.flytap.com/pt-us/termos-e-condicoes-cliente-tap>) and other specific terms and conditions that may be communicated to the Client on the website, apps and/or the digital presence of TAP Air Portugal, at any time. Any new rules and/or changes to these Terms and Conditions will be binding on the Client as soon as they are published. It is the responsibility of the Client to remain informed and to regularly consult these Terms and Conditions and any other existing terms, policies and conditions. These Terms and Conditions are applicable unless they are in conflict with any applicable laws, rules and regulations, in which event such applicable laws, rules and regulations shall prevail. If any provision of these Terms and Conditions is invalid under any applicable law, the other provisions shall nevertheless remain valid.

7.2 Failure by TAP Air Portugal to exercise its rights will not be construed as a waiver or relinquishment of the future performance of any of its rights, and the Eligible Customer's obligations with respect to such future performance shall continue in full force and effect.

7.3 The Portuguese version of the Terms and Conditions shall prevail over any other versions (translations).

PROCESSING AND PROTECTION OF PERSONAL DATA

8.1. In order to carry out and manage the process of offering seats with extra legroom, personal data is processed, namely name, booking code, flight number and date, email address, TAP Miles&Go customer number, number of available miles. The controller of personal data is Transportes Aéreos Portugueses, S.A., which also uses the trade name TAP Air Portugal, under the terms referred to in its Privacy Policy and better identified therein (<https://www.flytap.com/en-pt/privacy>).

8.2. TAP Air Portugal, as data controller, has subcontracted the processing of personal data related to the bidding process to PLUSGRADE INC., a company incorporated under the federal laws of Canada, with which it has a personal data processing agreement in force, according to which the processor guarantees a level of protection of personal data equivalent to that of TAP Air Portugal.

8.3 Personal data will be kept by Plusgrade INC. for the period necessary to fulfil the purpose for which they are processed or for a longer period if imposed by law