

VeRO POLICY – DELTA AIR LINES, INC.

Delta Air Lines, Inc. (“Delta”) is one of the world’s largest global airlines, employing over 80,000 people worldwide and transporting more than 180 million travelers each year. Through Delta’s long and successful efforts, the Delta Marks (its DELTA Mark, WIDGET LOGO Mark, and Delta’s other registered marks) have earned extensive goodwill and a worldwide reputation for high-quality products and services. Delta monitors the internet, including auction sites like eBay, to protect its goodwill, reputation, and intellectual property. Delta seeks to prevent and eliminate instances in which a third-party’s impermissible use of Delta’s name, marks, or other intellectual property causes consumer confusion, illegally interferes with Delta’s intellectual property and other rights, falsely suggests endorsement or sponsorship by Delta, or creates a safety and security risk for its passengers and the traveling public. For these reasons, the sale, barter, auction, or similar conveyance or receipt of the below-described items is prohibited.

A. Tickets, Airfares, Award Certificates, Miles, and Other Travel Documents

1. Generally

Delta and its authorized representatives are the only permissible sellers of Delta tickets, airfares, mileage credits, vouchers, upgrades, Award Certificates, Award Tickets, and other currency-of-travel (collectively “Travel Documents”). The unauthorized sale or transfer of a Travel Document improperly suggests or implies participation, authorization, or endorsement by Delta; violates Delta’s intellectual property rights; harms Delta’s reputation and goodwill; and will accordingly subject the seller to intellectual property-related legal liability. Travel Documents improperly obtained in violation of this or other applicable Delta policies are void, will not be honored by Delta, and are subject to confiscation. Travelers attempting to use improperly obtained Travel Documents will be required to purchase valid Travel Documents at their expense. Sellers and purchasers of unauthorized Travel Documents are also subject to the cancellation of their membership in Delta’s SkyMiles and Medallion Status programs, including cancellation of previously-acquired miles, and may also be subject to legal liability and damages, including monetary damages, court costs, attorney fees, and other such sanctions. Certain Travel Documents may be transferable (prior to ticket issuance) provided the rules on the document specifically allow the document to be transferred. Travel Documents, however, are never transferable for cash or any other form of payment.

2. SkyMiles & Medallion Programs

The unauthorized sale or transfer of miles in Delta’s SkyMiles program improperly suggests or implies participation, authorization, or endorsement by Delta; violates Delta’s intellectual property rights; harms Delta’s reputation and goodwill; and will accordingly subject the seller to intellectual property-related legal liability. Violations of the rules of Delta’s SkyMiles Program may result in any or all of the remedial actions described in Section A.1. above. Delta also reserves the right to audit SkyMiles members’ accounts at any

time and without notice to ensure compliance with the rules set forth in the SkyMiles Program Rules and Member Guide and in Delta's applicable conditions of carriage. If an audit reveals discrepancies or violations, the processing of Award Certificates/Tickets and statements may be delayed until the discrepancies or violations are resolved. Violators are additionally subject to having their SkyMiles accounts inhibited (e.g., miles may not be redeemed or transferred from an inhibited account) or having penalties imposed through the deduction of mileage from their accounts. Delta also reserves the right to disqualify any person from further participation in the SkyMiles Program if, in Delta's sole judgment, that person has violated Delta's SkyMiles Program Rules and/or conditions of carriage. Upon disqualification, an individual's SkyMiles membership will be terminated, accumulated mileage credit will be deducted, and any unused Awards cancelled.

As part of the SkyMiles Program, Delta offers an awards/loyalty program – the Medallion Program – which awards members Medallion Status based on travel activity with Delta and its partners. Neither Medallion Status nor Medallion Qualification Miles (MQMs) may be sold, attached, seized, levied upon, pledged, or otherwise transferred under any circumstances.

From time to time, Delta may offer a “Status Match Challenge” pursuant to which passengers who already hold “elite status” in another airline’s awards program receive the equivalent Delta Medallion Status at no cost for a specified period, with the opportunity to extend the Delta Medallion membership by accumulating a specified number of MQM’s during that period. The initial qualification process for a Status Match Challenge membership includes written certification by the applicant attesting to his or her bona fide “elite status” with another airline. The provision by or on behalf of a passenger of a falsified, untrue, or counterfeit attestation to membership in a competing airline’s “elite status” program is prohibited by Delta and by the governing federal and state laws. Violations of the rules of Delta’s Medallion Program or the terms and conditions applicable to any Status Match Challenge or other Delta Medallion Status offer may result in any or all of the remedial actions described above.

B. Proprietary Delta Items and Materials

The sale, barter, or other such conveyance of proprietary Delta items, materials, or information is expressly prohibited. This includes, but is not limited to: all amenities that Delta offers for use by its passengers in-flight; Delta employee uniforms and related accessories; Delta internal information, policies, employee manuals, employee badges, and employee credentials; and other proprietary information about which Delta has a reasonable expectation of confidentiality or privacy or that would present a safety or security risk if used by a non-employee third party.

Delta’s various in-flight amenities are unique and exclusive to Delta and are intended to be used by passengers during the flight and then left behind upon completion of the flight. The removal of these items from the plane by a passenger is prohibited. The sale of these items on eBay or via any other medium violates Delta’s rights, including those sounding in intellectual property. The impermissible nature of these sales is aggravated when Delta’s

name and/or marks are used in relation to the marketing or sale of the items. The items falling within this category include, but are not limited to, blankets, pillows, cutlery, glassware, napkin rings, serviceware, and noise-cancelling headphones.

The public sale or transfer of a current Delta uniform (or any part thereof, including accessories, e.g., handbags and satchels) is expressly prohibited. This prohibition reinforces Delta's right to control the use of its name, marks, and other intellectual property. It also serves a vital safety and security-related end by helping to ensure that any person in a current Delta uniform and/or using a current Delta-exclusive accessory is indeed a bona-fide Delta employee.

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For additional information or to obtain a copy of Delta's conditions of carriage or SkyMiles Program Rules, contact Delta's Customer Care department at (800) 335-8241 or visit Delta's website at <https://www.delta.com/memborguide> and https://www.delta.com/content/www/en_US/legal.html.