

COMPENSATION POLICY

Licensee/Permittee: Vuela Aviación, S.A. (hereinafter Volaris)

The policies below apply to flights operated by Volaris and originating in Mexico. In such flights the provisions of the laws effective in the relevant country shall also apply.

Procedure to obtain compensation

- 1.1. For delays of less than 4 hours attributable only to the Airline, items 2 and 3 of these policies shall apply to compensations, as applicable to the specific case of the passenger.
- 1.2. For delays of more than 4 hours and flight cancellations attributable only to the Airline, the forms that need to be filled in to apply for compensation shall be available through electronic means and/or through the Airport Manager/Lead Advisor or person in charge of the Passenger Service Area at the airport. The passenger will need to send such filled-in form together with the documents required by the Airline to the e-mail address provided in order to obtain the corresponding compensation. All compensations shall be paid to the passenger within 10 (ten) days after submission of a duly filled-in form by the passenger.

Terms and Conditions of discounts granted to passengers

2.1. For delays of more than 1 (one) hour and less than 4 (four) hours attributable only to the Airline, a discount for a subsequent flight to any destination shall be granted to the passenger through an Electronic Voucher (e-Voucher), which may be applied as a discount towards the ticket rate as per the following amounts and assumptions:

For delays of more than 1 (one) hour and less than 2 (two) hours, the affected passenger shall be granted an e-Voucher for 50.00 Mexican pesos as compensation. For delays of more than 2 (two) hours and less than 4 (four) hours, the affected passenger shall be granted an e-Voucher for 250.00 Mexican pesos as compensation, provided 7.5% of the relevant ticket price is less than such amount. If 7.5% of the relevant ticket price is greater than 250.00 Mexican pesos, the affected passenger shall be granted an e-Voucher for the amount corresponding to 7.5% of

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the price of the ticket originally purchased.

- 2.2. For cancellations and delays of more than 4 (four) hours attributable only to the Airline, the passenger, at his/her option, shall be entitled to:
- I. Refund of the ticket price or the part corresponding to the flight segment not flown.

Providing, by all means possible, substitute transportation on the first available flight and providing, as a minimum and at no charge, access to phone calls and email, meals in relation to the waiting time before boarding a new flight; accommodation at a hotel of the airport or city where an overnight stay becomes necessary and, in the latter case, ground transportation to and from the airport.

Transport at a later date convenient to the passenger to the flight destination originally canceled.

In the cases of paragraphs a) and c) above, the Airline shall also pay the affected Passenger a compensation that shall be no less than 25% (twenty-five percent) of the ticket price or the flight segment not flown.

2.3. The e-Voucher referred to above shall have the following characteristics: Non-transferable and issued in the name of the passenger affected by the flight delay or cancellation.

As soon as the passenger receives the e-Voucher, he/she will have 90 calendar days to redeem it (in Mexico by calling o1(55) 1102-8000, in the United States by calling 1855 VOLARIS (8652747), in Guatemala by calling 502-2301-3939, in Costa Rica by calling 506-4002-7642, in El Salvador by calling 503-2504-5540, in Nicaragua by calling 505-2251-2198 or at www.volaris.com) and shall be valid to travel in any of the routes operated by the Airline within the following 12 months.

The e-Voucher may only be used once and its amount shall not be cumulative. Considering the above, if the full amount of the e-Voucher is not used when booking a flight, any remainder amount shall be lost. If the rate is greater than the amount of the e-Voucher, the passenger must pay the difference.

The amount of the e-Voucher is not cumulative with other promotions or other e-Vouchers, so that only one e-Voucher per booking may be used at a time.

Applies only to payment of air fare not to taxes, airport use fees and/or additional services.

It does not apply on long weekends, holidays and high season, the dates of which are published by Volaris at www.volaris.com



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The amount of the e-Voucher is not redeemable for cash, goods, products or services other than the one described in this Policy.

Once the e-Voucher has been redeemed as per this Policy, no refund or reimbursement may be requested.

To apply for an e-Voucher, the passenger shall have available, through electronic means and/or through the Airport Manager/Lead Advisor or person in charge of the Passenger Service Area at the airport, the forms to request the discount, and the passenger shall be provided with an e-mail address or Internet link where the passenger shall send the form and the required accompanying documents duly completed so that the corresponding e-Voucher may be obtained.

The passenger shall receive, within 10 (ten) calendar days after the passenger sends a fully completed form accompanied by the required documents, the corresponding e-Voucher. The e-Voucher shall be provided when legally appropriate.

2.4. For delays attributable exclusively to the Airline, and for flight cancellation as provided in subsection b) Section 2.2. above, the airline shall have available to passengers who request it, a wi-fi network for making calls and sending emails based on existing airport infrastructure availability. If the passenger has no communication means of his/her own, the Airport Manager/Lead Advisor and/or personnel in charge of the Passenger Service area, upon request by the passenger, shall provide the latter with the necessary facilities to make calls and to send e-mails.

Meals & Beverages

For delays of more than 2 (two) hours and less than 4 (four) hours attributable exclusively to the airline, and in the case provided in subsection b) of Section 2.2 above, any affected passengers shall be provided with meals and beverages, and for this purpose the Airport Manager/Lead Advisor or the person in charge of the Passenger Service module shall provide passengers with e-Vouchers for the purchase of meals and beverages at the airport where the delayed flight originated, or shall be provided directly to the affected passenger according to the following:

Meals and beverages, or meal & beverage e-Vouchers shall be provided to all affected passengers at the last waiting lounge or at the passenger attention modules in the different national airports where the delayed flight originated for reasons attributable solely to the airline.

In the case of airports where the airline has commercial agreements with retail food establishments, the airline shall provide a food voucher per passenger for 100.00



Mexican pesos, which may be redeemable from the moment the voucher is provided to the passenger and within the following 24 hours at any of the establishments indicated by the airline and located at the airport where the affected flight

In the case of airports where the airline has no commercial agreements with food retails establishments or where such establishments are not available, the airline shall directly provide meals and beverages consisting of one (non-alcoholic) drink and one snack per affected passenger.

Accommodation

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Only in the case contemplated in subsection b) of Section 2.2. above, the airline will grant, as appropriate, accommodation at the hotel and ground transportation to and from the corresponding airport, through any of the establishments determined by the airline through hotels and carriers that provide regular price and/or low cost and/or economy class services. No VIP, bussines class, luxury or any other similar hotel accommodations or transportation services may be provided.

Accommodation and transportation shall be requested by the passenger through duly completed forms provided by the airline and delivered to the Airport Manager/Lead Advisor or the person in charge of the Passenger Service Area at the airport.

Additional Policies

N/A

Other Provisions

- 1. If due to Force Majeure, the aircraft needs to make a landing in a place other than its original destination, the licensee or permittee shall be required to transport the passenger by the fastest means of transportation available to the place of destination.
- 2. You are entitled to cancel your flight and be eligible for a refund according to the applicable policies, by notifying Volaris within 24 hours after the ticket was purchased and provided you have not checked in for your flight, either by electronic



means or at the airport; otherwise no refund shall apply.

3. In case the number of tickets exceed the available capacity of the aircraft (overbooking) and as a result, boarding is denied, the provisions of Section 2.2. shall apply.

These policies are available to our passengers on our website: <u>www.volaris.com</u>, and at the airline passenger attention areas located at airports.