

# TERMS AND CONDITIONS OF SUBSCRIPTION TO MEMBERSHIP "v.club RECURRENT CHARGE"

The present terms and conditions (hereinafter, the "Terms and Conditions"), are intended to regulate and establish the procedures applicable to the product called "v.club recurrent charge" (hereinafter the "Product"), offered by Concessionaire Fly Aviation Company, SAPI Of C.V. (Hereinafter referred to as "Volaris") under the terms set out below:

## General description:

- With your "v.club recurring charge" membership you have access to exclusive benefits that will be published from time to time on the site <a href="https://www.volaris.com">www.volaris.com</a>, such as promotions and special rates.
- "v.club recurring charge" is only available for sale through the site <u>www.volaris.com</u>.
- You do not need to purchase an air travel reservation to be able to purchase your "v.club recurring charge" membership, it can be purchased separately from your airline reservation.
- Only natural persons over 18 years of age may acquire and hold the "v.club recurrent charge" membership.
- The membership "v.club recurrent charge" is personal, individual and nontransferable, so only the person who acquires it can enjoy the benefits of it. Likewise, the holder of the membership "v.club recurring charge" may only use the same to generate air transport reservations in his name, so in case the holder, reserve the air transport service in favor of different people To him, Volaris may, without any responsibility, cancel the reservation thus made without the holder of the membership is entitled to compensation of any kind.

#### Purchase:

- The person who acquires the "v.club recurring charge" membership must create a user and a password
  in the system that will identify him / her as a "v.club" member, as well as provide his email and other
  information requested Of their registration, which must be entered as they appear in their official
  documents; The holder of the membership will be responsible for saving and taking care of the created
  user and password. Volaris is not responsible for the improper use made to the user and password
  created.
- The membership "v.club recurring charge" will take effect and therefore will take effect to be able to take advantage of its benefits, once the first monthly payment is successful.



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#### Cost:

Upon acquiring membership, the customer must accept recurring and automatic charges to his credit
or debit card for a mandatory term of 12 months, each monthly charge will be for the total amount of
\$ 49.00 (FORTY-NINE PESOS MNoo/100), Only a mexican credit or debit card can be registered. The
mentioned cost only covers the price of the membership, so the customer must pay with any of the
means of payment authorized by Volaris the reservations of air transportation and other services that
he intends to acquire for being a member of "v.club recurrent charge". By agreeing to be a member,
the client consents and agrees that the membership fee is automatically and recurrently collected
every month from the credit or debit card that has been registered for that purpose.

# **Expiration:**

- The validity of the "v.club recurrent charge" membership is for a mandatory term of 12 months, counted from its acquisition, reason why within this period the membership can not be canceled nor the amount refunded, period within the which will be made the monthly automatic and recurrent charges previously specified.
- Once the valid period of validity of the "v.club recurrent charge" membership referred to in the
  immediately previous point has expired, the user of the same may at any time request the withdrawal
  of said membership, sending an email to the address: vclub @ Volaris.com, or from your profile in the
  "my account" menu, until the user does not request the withdrawal of the membership, it will continue
  to be valid and the monthly charges will continue to be made to your credit card.

### **Utilization:**

- The exclusive benefits of "v.club" members such as promotions and special rates will be announced from time to time on the website www.volaris.com, which will be subject to availability.
- In order to obtain the benefits of membership, you must access the website www.volaris.com or the mobile application and log in with your "v.club" member data.

# Charge with credit or debit card:

- As stated in the "Terms and Conditions", each month will be made the monthly recurring charge
  corresponding to the price of membership, the credit or debit card that has been registered for that
  purpose.
- The holder of the membership will only be able to enjoy and have access to the benefits of the same while the monthly charges are successfully performed, therefore, if a charge is presented in a monthly



installment and this means that the credit institution, issuer of The credit or debit card, or the acquiring bank request Volaris to cancel a monthly charge, the membership will no longer have its effects, that is, it must be renewed by the holder, this renewal will be for another term of 12 Months, which shall begin to be counted from the time the first payment of said renewal is made, shall be until such time that the holder of the membership may return to enjoy the benefits thereof.

#### Fraud Prevention:

For the protection of our customers, all transactions carried out on <a href="www.volaris.com">www.volaris.com</a> will be reviewed with a fraud prevention system, in case of any irregularities in the transaction or a possible misuse of the membership, Volaris may cancel the transaction. As well as the reservation acquired with this one without prior notice, sending a notification to the client to the mail that this registered to inform the happened thing.

## Changes and cancellations:

- No change of name or of any data of the profile of the holder of the membership, or where applicable, of the beneficiary.
- The air transportation and other services that are intended to be acquired with the "v.club recurrent charge" membership are subject to the policies, terms and conditions in force published on www.volaris.com, so that any changes of Name, date, time, route or any other intended to be performed by air transport service and other services that are intended to be acquired with the membership.

#### **Cancellations:**

- In the event that one or more of the monthly charges will be declined, several attempts will be made to collect at any given time the credit or debit card provided by the holder of the membership and an email will be sent to the Registered account, where you will be notified of the decline and will be given the option to update your payment method in "My account" at www.volaris.com. The holder ofthe membership will only be able to enjoy the benefits of the same, as long asthe monthly charges are actually made, so that if a declined charge is filed, access to the benefits will be renewed until the same is made or carried out successfully by the holder.
- If the holder of the membership does not update his payment method and the successful payment of the monthly payment is not obtained, the holder will no longer be able to access the benefits of the membership, however, the client has the right to renew the membership by A deadline equal to 12 months, in terms of the provisions of the section "Charge with credit or debit card" mentioned above.



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# **Service Policy:**

- Services purchased with the "v.club recurring charge" membership, such as regular air transportation of passengers, among others, are subject to the policies, terms and conditions published on www.volaris.com, which The user agrees to consult prior to making the purchase.
- Change of membership mode "v.club with annual fee" and "v.club group":
  - Clients who have a current annual v.club membership (individual or group) may be changed to the "v.club recurring charge" mode at the time they wish, however, they will not be entitled to reimbursement for the months still The current v.club membership will continue to be the same as originally established for the annual v.club membership, so that it can not be varied or modified, Change of modality the holder accepts to be subject to the present terms and conditions. In case of the change of membership "annual v.club" to "v.club recurrent charge" the first will be cancelled automatically and final without right to reimbursement.
  - Clients who have a current group v.club annual membership and change to a recurring v.club position will lose the group membership benefit and will not be entitled to reimbursement for the remaining months of their membership in the group membership. Holder of the v.club group membership, will continue to be the same in the v.club recurring membership, so that it can not be changed or modified, when making the change of mode the holder accepts to comply with these terms and conditions. In case of the change of membership "v.club group" to the membership "v.club recurrent charge" the first will be canceled automatically and final without refund
  - Clients who have a v.club individual membership in effect and change to v.club recurring charge mode will lose the benefit of the first membership and will not be entitled to reimbursement for the months that still remain valid in their individual membership, Of the membership v.club individual, will remain the same in the subscription v.club recurrent charge, so it can not be changed or modified, when making the change of mode the holder accepts to be subject to these terms and conditions. In case of the change of membership "v.club individual" to the membership "v.club recurrent charge" the first will be canceled automatically and final without refund.

## Billing:

- The client may request the invoice of the monthly, recurring and automatic charge for the membership "v.club recurring charge" within the following 30 calendar days in which the corresponding monthly charge has been made, or, at the time of acquiring the membership The customer may choose to automatically send the invoice corresponding to each monthly charge to the registered email.
- It is the customer's strict responsibility to correctly enter his billing data into the system at the time of purchase, otherwise the invoice issued may not be corrected.

#### Clarifications:



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- For any type of clarification or doubt about the use of the subscription "v.club recurring charge" the customer must send an email to vclub@volaris.com.
- If there is any false information in the registry of the holder, it can not receive any kind of clarification.

## **Notice of Privacy:**

- On the website www.volaris.com of Concessionaire Fly Aviation Company, SAPI Of C.V. ("Volaris"), domiciled at Antonio Dovali Jaime, number 70, Torre B, Piso 13, Colonia Zedec Santa Fe, Álvaro Obregón Delegation, C.P. 01210, México, Distrito Federal, we are committed to protecting your privacy. When we collect your personal data through the website we will use them only to provide you with the contracted passenger air transport service, to follow up on your reservation, to provide you with the additional products or services contracted, to carry out surveys of the contracted service, as well as to receive by E-mail or telephone information on the promotions and additional services that we or our business partners offer. To know how to exercise your rights ARCO consult the complete Privacy Notice on our website <a href="https://www.volaris.com">www.volaris.com</a>.
- If you have any questions, please contact us by sending an email to vclub@volaris.com.