

Terms and Conditions of Air Passenger Service

This document contains the terms and conditions (hereinafter, the Terms and Conditions) regulating and establishing the procedures and policies applicable to the operation of the following flights: (i) between Central American countries (Costa Rica, El Salvador, Guatemala, Nicaragua, etc.), (ii) between Central American countries and Mexico, and (iii) between Central American countries and the United States of America operated by Vuela Aviación, S.A., including interline operations.

Sales Channels

There are several sales channels through which our customers can purchase air transport services and other additional services. Flights can be purchased through the following channels:

1. Call Center:

101 (55) 1102-8000
1855 VOLARIS (8652747)
502-2301-3939
506-4002-7462
503-2504-5540
505-2251-2198

2. Airports. Our customers can purchase flights at the sales offices or counters available for that purpose at any of the airports where Volaris operates.

3. Website. Through www.volaris.com our customers can purchase tickets, manage their flights and check in.

4. Volaris App. Through the Volaris App for Android, IOS and Windows mobile devices, our customers can purchase tickets, manage their flights and check in.

Additional Services

For services available at additional cost that may be purchased by our customers, please go to www.volaris.com

Notifying customers about delays, cancellations and known deviations

As soon as any delays, cancellations or deviations involving our scheduled flights are known, we shall timely inform our customers by the following means: by telephone, e-mail, at airports, boarding gates, passenger attention modules and through airport signs (where allowed), through our crew members, airport service personnel and our website.

When a schedule change occurs, Volaris shall inform its customers within 30 (thirty) minutes after becoming aware of the change.



Suggestion: It is important that our customers provide correct contact information when making their booking so that we may contact them in a timely manner in case of any contingency.

Check-in

Our customers must complete the check-in process electronically through our website www.volaris.com, the Volaris App, or at airport booths or counters. Check-in times for international flights can be found at www.volaris.com.

Our customers shall be required to be at the airport of the flight of origin well in advance and as specified when the ticket was purchased, carrying with him/her any necessary ID documents which, in turn, must comply with the immigration requirements effective in the country of destination on the date of the flight, and with any other requirements from the country or countries where the intermediate segments take place.

Customer check-in shall be made as follows:

Customers with boarding pass and baggage allowance.

Applies to customers with a previously printed boarding pass or who checked in online through the Volaris App, as provided in <u>www.volaris.com</u>

In addition to the boarding pass, our customers must print, in advance, the necessary label for their baggage allowance and/or have purchased additional optional services. When baggage doesn't comply with the weight and size specifications contained in our baggage policy regarding free baggage allowance (<u>www.volaris.com</u>) our customers shall be sent to the Customer Service Area where they'll be able to purchase additional services if they wish to carry more baggage than the allowance included in their ticket. Customers without boarding pass.

Customers without a printed boarding pass shall be required to print it at the modules available for that purpose or may purchase an additional personal attention service.

NOTE: Prior payment of the Costa Rica Exit Tax shall be verified at the San Jose, Costa Rica station before our customers can do their check-in. In the case of minors born in Costa Rica, these shall be directed to the Immigration Module.

Boarding

Passengers must be at the last boarding gate sufficiently in advance so that check-in can be done, and must follow the boarding instructions of the airline personnel.

I) Restrictions on boarding

Volaris shall be entitled to deny transportation to people and/or their baggage when, in accordance with the applicable regulations, Volaris reasonably decides that this could imply a risk or danger, or that the transportation of such person, baggage and/or or belongings is prohibited by the applicable legal provisions or

restrictions. To this end, Volaris shall be entitled to search any persons and their baggage and/or belongings to be carried on board the aircraft as provided by the applicable legal provisions.

II) People entitled to special services:

Passengers with disabilities are entitled to be transported in accordance with the corresponding safety measures and to transport with them wheelchairs, walkers, prostheses or any other instrument, provided their use of such instrument is personal and directly related to their disability. In international flights, the limits established by international treaties shall be met.

Passengers requiring a medical oxygen tank must notify the Airline at least 72 (seventy-two) hours in advance of their scheduled departure. Passengers who require the use of a ventilator, respirator, continuous positive pressure machine or portable oxygen concentrator of their own, must notify the Airline at least 48 (forty eight) hours in advance of their scheduled departure.

Pregnant passengers

Pregnant passengers can travel without any restriction on any of the routes operated by Volaris. However, after the 28th (twenty-eighth) week or if they are within 7 (seven) days of giving birth, they shall be required to provide a medical certificate that complies with the acceptance conditions and restrictions described in the policies, terms and conditions published by Volaris at <u>www.volaris.com</u>.

Overweight passengers

Customers who require two seats due to overweight shall be entitled to have two seats assigned to them, not located in emergency exits, first rows or with service tables in the armrest. Similarly, Customer Service shall provide certified belt extensions for that purpose.

Sick passengers

Customers whose health condition prevents them from traveling, shall only be allowed in the flight if the submit a medical certificate and provided their condition does not present any risk to the safety of the flight, other customers or the crew.

Passengers with disabilities

Passengers with disabilities and/or reduced mobility can travel without having to submit medical certificates, signing any waivers or forms or complying with any special requirements, except in cases where the passenger: a) is traveling on a stretcher or incubator

b) needs medical oxygen during the flight

c) presents any of the medical conditions considered as contraindications to air travel according to the World Health Organization (WHO). In these cases, the passenger shall be required to submit a medical certificate of fitness to fly

d) when the intellectual or psychosocial capacity of the passenger prevents him/her from acting and following instructions without assistance.



Passengers with disabilities and/or reduced mobility are entitled to travel with a guide dog or a service animal in the passenger cabin, without extra charge, by presenting the corresponding certificate to evidence compliance.

Passengers with disabilities and/or with reduced mobility shall be located, according to availability, in the seats closest to the boarding gate according to the Airline's safety measures.

Wheelchairs shall be checked in as baggage, at no additional cost to the passenger. If the passenger with disability and/or reduced mobility wants to check-in an additional wheelchair, he/she may do so as part of his/her baggage allowance or by paying the corresponding charge for excess baggage.

Check-in of wheelchairs with wet battery shall be subject to the applicable regulations.

Passengers with visual, hearing and/or vocal impairments

Passengers who are deaf or with visual or hearing loss must comply with the following: - if traveling alone, they must timely request the necessary attention from Customer Service. - if traveling with a guide dog, they must provide the necessary documents certifying it as a service animal, since the passenger's word shall not suffice. Service animal documents shall also be required for transit and entry into the destination country and intermediate segment countries, along with compliance with the applicable safety and hygiene regulations.

Passengers with reduced mobility

Passengers with reduced mobility are those who required special aids such as wheelchairs, crutches or customers with a physical or medical disability. Customers who present any of these conditions shall preferably travel in the first row of the aircraft and next to the window.

Passengers with medical oxygen requirements

Passengers requiring the use of medical oxygen shall be entitled to carry a portable oxygen concentrator with them, subject to the conditions and specifications contained in the policies, terms and conditions published at www.volaris.com.

Inadmissible and deported passengers

Inadmissible passengers are those traveling with Volaris and who, for some reason, are denied access to the country of destination by the immigration authorities. Deported passengers are those who, after remaining in a country different to their country of nationality, are sent to their country due to irregularities in their status or immigration permits. In this case, the immigration authorities must prepare the migration related documents and escort such inadmissible or deported passengers.



Volaris shall review the migration related documents of such passengers. If such documents do not comply with the effective legal requirements, Volaris shall be entitled to deny access to the passenger in question.

If, for any reason, a passenger is declared inadmissible in the country of destination, Volaris, by implementing the applicable laws and regulations, shall return such passenger to the country where the flight originated.

Transport of prisoners

Volaris shall transport prisoners provided they are escorted by representatives of an authority with the necessary technical capacity and expertise. No more than one prisoner per flight shall be admitted and no prisoner shall be admitted if there is an inadmissible or deported passenger on the same flight.

Passengers with firearms

Under no circumstances firearms may be checked in in flights with interline connections since, according to the established check-in procedures, firearms may only be checked in by passengers on flights with immediate destination.

Baggage

Baggage policy is different according to your flight rate and route. The rate includes, without cost, transportation of our clients' baggage, in accordance with the following:

A) For flights on routes from the United States, Puerto Rico and Central America

A.1 Clean Rate + Baggage By paying this rate, you may transport up to:

One checked in bag of maximum 25 Kg and a total of 158 linear centimeters

Up to 2 pieces of hand baggage no bigger than 57 x 40 x 33 cm and combined weight no heavier than 10 kg. A.2 Clean Rate By paying this rate, you are entitled to transport, at no additional charge:

Up to 2 pieces of hand baggage no bigger than 57 x 40 x 33 cm and combined weight no heavier than 10 kg. A.3 v.club Rate By paying this rate, you are entitled to transport, at no additional charge:

Up to 2 pieces of hand baggage no bigger than 57 x 40 x 33 cm and combined weight no heavier than 10 kg. Remember that to qualify for this lower rate, you must be a v.club member.

To purchase additional baggage at any of our rates, go to <u>www.volaris.com</u> or contact our Call Center. Check prices in the Additional Service Rates section at <u>www.volaris.com</u>, or contact our Call Center.

B) For interline flights

The applicable baggage policy shall be based on the rate and route chosen as provided in paragraph A) above. For more information about baggage specifications and policies, and additional charges for checked baggage go to the Additional Services Rates section at <u>www.volaris.com</u> or contact our Call Center.



Baggage Liability

The airline operating the segment where any baggage is damaged or lost shall assume sole liability for any such damage or loss.

Check the Passenger Air Transport Agreement for information about compensation in case of loss or damage of your baggage.

Flight Delays

In case of flight delays, the provisions of the applicable law in the country of the flight of origin operating the segment in question shall apply.

Overbooking or Flight Cancellation

Flights originating in Mexico and Central America

In case of overbooking or flight cancellation (for reasons attributable to the airline), the provisions of the applicable law in the country of the flight of origin operating the segment in question shall apply in accordance with the following:

In case of overbooking or flight cancellation (for reasons attributable to the airline), the provisions of the applicable law in the country of the flight of origin operating the segment in question shall apply in accordance with the following:

Volaris shall inform you of any changes in your schedule, through the means of contact your provided, as soon as Volaris becomes aware of the contingency.

In the case of flight overbooking, the licensee or permittee shall call for volunteers wishing to give up their seats in exchange for benefits agreed directly with the passenger. Passengers with a disability, the elderly, unaccompanied minors and pregnant women shall be given boarding priority in substitution of volunteers. In cases of flight cancellation, and at passenger's option, the following shall apply:

I. Reimbursement of the ticket price or the part corresponding to the flight segment not flown.

II. Providing, by all means possible, substitute transportation on the first available flight and providing, as a minimum and at no charge, telephone or cable communication services (making phone calls and sending e-mails) to the point of destination, 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.

III. Transport at a later date convenient to the passenger to the destination for which boarding was denied.

In the cases of Sections I and III 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. For flights originating in the United States of America/Puerto Rico, passengers shall be provided with



alternative transportation and/or compensation, according to the provisions of the regulations issued by the U.S. Department of Transportation (DOT).

For Interline Flights

If the Selling Airline issues Tickets that exceed the available capacity of the aircraft or the Flight is canceled due to causes attributable to such Airline and resulting in boarding being denied to the passenger, the Selling Airline, depending on the applicable legislation of the point of origin, shall take the necessary actions so that, as far as possible, the consequences of such denial to the affected Customer are mitigated.

Any costs incurred as a result of denying boarding to a passenger shall be borne in full by the Airline operating the segment where the overbooking and/or cancellation took place.

Changes and Cancellations

Changes to flight dates where the country of origin of the original booking remains the same are allowed up to 4 hours before the departure time of the flight intended to be changed, by paying the corresponding change fee and any fare difference, if any.

Our customers may change their flights through our Call Center, website, the Volaris App or at our counters at the different airports where Volaris operates. For costs and policies go to <u>www.volaris.com</u>

Name changes are allowed (for a fee) up to 4 hours before the departure time of the flight you intend to change by paying the corresponding charge. For costs and policies go to <u>www.volaris.com</u>.

Tickets are not refundable nor may they be canceled if the customer fails to board his/her flight or when changes are made past cut-off times (see above).

For flights with origin/destination in the United States, Puerto Rico and Central America cancellations are allowed in the following cases:

If the ticket was bought 7 (seven) days or more in advance of the flight scheduled date.

If cancellation was made within 24 hours after the ticket was purchased.

Service Policy

Any services purchased, such as passenger scheduled air transport, among others, are subject to the Air Transport Agreement applicable to the airline operating each of the flights that were purchased, and to the policies, terms and conditions published at <u>www.volaris.com</u>, which the passenger is required to read and be aware of.

Billing

Any billing of purchases made at <u>www.volaris.com</u> containing flights originating in Mexico, the United States



of America/Puerto Rico, Central America and destinations included in interlineal routes shall be made by the selling airline pursuant to the terms and conditions applicable to Electronic Billing published by Volaris at <u>www.volaris.com</u>.

Clarifications

For more information or possible doubts and clarifications please send us an e-mail to <u>aclaraciones@volaris.com</u> or contact our Call Center.

Personal Information and Privacy Policy

Any personal information provided by the customer to the selling airline shall be shared with Volaris Costa Rica or Volaris, as the case may be, for check-in, control and registration purposes of the passenger in question. Your personal information shall be treated according to our applicable policies and our privacy notice available on our website www.volaris.com

Volaris is committed to protecting the privacy of its customers. All persona information collected through our website is used only to provide the passenger air transport service, follow up on bookings, provide additional products or services, conduct surveys of the contracted service, and to send e-mails or telephone information about our promotions and any additional services provided by Volaris or its business partners. To know how to exercise your privacy rights go to our comprehensive Privacy Notice available at <u>www.volaris.com</u>

If you have any questions, please contact us by sending an <u>e-mail to aclaraciones@volaris.com</u>.

Website Terms and Conditions

For the terms and conditions of our website go to www.volaris.com