



Passenger National and International Air Transportation Services Agreement

Definitions.

Airline or Volaris.- Vuela Aviación, S.A.

Initial Airline.- On interlineal flights, the airline who has the traffic rights on the first flight leg and transports passengers on that leg.


Final Airline.- On interlineal flights, the airline who has the traffic rights on the second or last leg of the flight, and receives from the Initial Airline the passengers to transport them on the second or last leg.

Selling Airline.- On interlineal flights, the one who sells the Ticket for the air transportation.

Airport.- Civil aerodrome utilized for public air transportation services, and equipped with the required facilities and services to receive and dispatch aircraft, Passengers, cargo, and mail of regular air transportation services.

Ticket and/or itinerary.- A physical or electronic document that constitutes the ticket that forms an integral part of this contract identifiable through a number or a password (alphanumeric code) issued by the Volaris electronic systems, containing the Passenger's complete name, place and date of issue, duration of validity, Ticket number, the code of reservation or PNR (alphanumeric code), the route (point of departure and destination), date, schedule, flight number, Airline data, mention of the arrival time to the Airport and flight closing time. mention of at least one stop in case they exist, breakdown of the applied fare, and other specifications required for the air transportation service provided by the national and international applicable regulation. The air transportation service is subject to the terms, conditions and policies established herein and the policies published on the Web Site, as well as in the passengers' service modules. For the compensation calculations that the passenger may obtain according to the applicable Law, this Contract and the Compensation Policies, it would be considered the total amount including the rate for the air transportation, taxes and any other charge covered by the passenger in relation with such air transportation service.


Call Center.- The Volaris' telephone service center through which Passengers can request information, acquire and/or change air transportation services:

 01 (55) 1102-8000


 1 855 VOLARIS (8652747)




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 502-2301-3939

 506-4002-7462

 503-2504-5540

 505-2251-2198

Interlineal Agreement.- Agreement for the reciprocal commercialization of air transportation tickets between Airlines, in the routes authorized to each of them.

Convention or Montreal Convention.- The Montreal Convention for the Unification of Certain Rules for International Carriage by Air, executed in Montreal in 1999 ("Montreal Convention").

D.O.T.- Department of Transportation of the United States of America.

Checked baggage- Is the luggage or cases that the Passengers deliver to the Airline for transportation in exchange of the corresponding payment or for free (according to the Airline's policies) which shall comply with the dimensions, weight and volume limitations set forth by Volaris, which rates, applicable taxes, and where applicable, the total cost, policies, terms and conditions, can be reviewed on the Web Site, the Call Center, mobile application or at Volaris check-in counters at the Airports.

Interlineal Checked baggage.- Checked baggage which will be carried on Volaris routes and on those routes of the airline who has executed an Interlineal Agreement with Volaris, according with the policies of each of them, and with this Agreement.

Law.- The General Civil Aviation Law ("*Ley General de Aviación Civil*").

Passenger.- The recipient of the international air transportation services.

PNR.- The alphanumeric code identifying the contracted international air transportation services which is on the Ticket and/or itinerary.

Biosecurity Protocol – Provisional preventative measures implemented by Volaris to protect the health and safety of the passengers, as well as of its personnel, due to the sanitary contingency or emergency declared by the authorities, whose compliance is obligatory in order to provide the air transport services.

Interlineal Air Transportation Service.- A trip comprised by one or more routes operated by the airlines Vuela Aviación, S.A. and/or the airline with which it has entered into an Interline Agreement, which has a point of departure and another of destination, which may be single, the one that goes from point of departure to point of destination; and round, the one that goes from point of departure to point of destination and back, regardless of



whether it is made up of one or more Legs and is operated by different Airlines.

Web Site.- <http://www.volaris.com>

Leg.-.Part of the Flight on the Interlineal Air Transportation Services that will be operated by Volaris or by the airline who has executed an Interlineal Agreement with Volaris on those routes where they have the traffic rights to operate.

Section 1. Air Transportation Services.

Volaris will provide to the Passenger the International Air Transportation Service from one place to another subject to the policies, terms and conditions located on the Web Site and that are accepted at the purchase of Tickets at any of Volaris' sale channels.

Also, Volaris will provide the Passenger with the Interlineal Air Transportation Service operated by Volaris or by the airline who has executed an Interlineal Agreement with Volaris on the routes that Volaris or the other airline operates in accordance with the traffic rights they have and the terms and conditions of each party.

The Passenger agrees to pay a certain price and in money plus the taxes, duties or charges required by current legislation and that are applicable from time to time, which the Passenger may consult on the Web Site, through the Call Center, the mobile application or in the Volaris points of sale that, where appropriate, are available at the Airports.

Section 2. Passenger.

The Passenger has the rights that the Law provides, which detail is available in the Web Site, as well as in the passenger service modules of Volaris, and that shall be considered as an annex and part of this contract.

The Passenger has the right to be carried on the purchased route, and where applicable, for the transportation of its baggage to the purchased final destination.

The Passenger has the following obligations, as well as the ones that the applicable laws will establish from time to time:

- I. Provide, at the moment of the purchase, true and accurate information personal data and contact details.
- II. Pay the ticket.
- III. Fulfill the applicable legislation, this Agreement and Volaris' policies, terms and conditions, which may be consulted by the Passenger in the Website, Call Center, mobile application or in Volaris check-in counters at the Airports.



- IV. Provide a current and valid ID, at the Airline's request or the authorized personnel of the Airport, as well as the documents that migration authorities may require.
- V. Comply with the security and operational rules given by the crew, as well as the ones given for the airport usage.
- VI. Show up at the Airport according to the Schedule established on the Ticket and/or itinerary.
- VII. Occupy the assigned seat, unless the crew requires or authorizes a change of seat, and
- VIII. Any other regulation established on the Law or other regulations.

The Ticket's purchaser and/or the Passenger represents to have knowledge of the terms and conditions of this Agreement, as well as those established in the service policies published on the Web Site, the mobile application, as well as in the passenger service modules, for which the Passenger agrees to periodically consult the Web Site in order to review any modification therein.

Airline responsibilities are regulated by applicable law, including, but not limited to, the valid International Treaties.

Section 3. Passengers with special needs.

The passengers with disabilities have the right to be carried in accordance with the corresponding security operational policies and to carry without cost the wheelchair, walker, prosthesis or any other instrument if it is strictly related to the disability they have and is for personal use.

Passengers that require a medical oxygen tank must notify the Airline at least 72 (seventy-two) hours prior to the flight's scheduled departure. Those passengers that require the use of a ventilator, respirator or continuous pressure machine for the respiratory system or personal portable oxygen must notify the Airline at least 48 (forty eight) hours before scheduled departure.

If a Passenger needs an additional seat, in accordance with Volaris security procedures he/she shall request such seat when purchasing or booking the Ticket, in order to be informed of the cost of said seat.

Pregnant women, infants, unaccompanied minors during their transportation, may request the necessary services upon purchasing their Ticket, in accordance with the terms and conditions of service of Volaris, which may be consulted in the Web Site, Call Center, mobile app or at the check-in counters of Volaris at the Airports..



The passengers with any disability and/or reduced mobility may travel without having to present any medical document, signing responsive letters or other formats or special requirements, except in the cases in which the Passenger:

- a) Flight in stretcher or incubator.
- b) Needs Medical Oxygen during the flight.
- c) Presents any of the medical conditions considered by the World Health Organization (WHO) as a counter-indication for flying. In these cases, the Passenger should present a medical certificate in which a doctor qualifies the Passenger as someone capable for the flight.
- d) When the intellectual or psychosocial capacity doesn't allow him/her to manage and follow instructions without assistance.

People with disabilities and/or reduced mobility have the right to travel with a guide dog or a service on passenger cabin without any extra charge, presenting the certificate that supports it.

Passengers with disabilities and/or reduced mobility might be located, if available, on the closest seats to the boarding doors, in accordance the Airline's security measures.

Wheelchairs will be registered as baggage without extra charges. In case the Passenger with disability and/or reduced mobility wants to registered an extra wheelchair, he/she might do it as part of his/her baggage franchise or paying the correspondent charges for additional baggage.

The checking of a wheelchair with wet battery will be subject to applicable regulations that rules the air transportation of dangerous merchandise.

For flights to the U.S., additionally to the hereby indicated, it will be subject to the provisions of the DOT, and the applicable regulation and/or the International Treaties.

Section 4. Tickets.

Tickets are not transferable and non-refundable. It is the Passenger's sole responsibility to verify that his/her name is properly spelled out and that other information is well written. For Flights to and from the United States of America, the Passenger has the right to cancel his/her flight and request the Ticket devolution only if they inform Volaris in the 24 hours next to the purchase and only if the Passenger has not checked-in to his/her flight by any of the possible manners. The right described above only applies in case that the reservation was made 7 days or more before the scheduled departure. In case of changes to the flight date, the Passenger shall pay for the corresponding tariff leveling.



The Ticket is valid on the schedule, date, routes or destinations established on it only when the Passenger complies all terms and conditions of this Agreement.

The Airline's responsibility on the issuance of Tickets and/or itineraries is regulated by applicable law, including, but not limited to, the valid International Treaties.

Section 5. Check-in.

The Passenger shall arrive at the Airport's check-in counter at least 180 (one-hundred and eighty) minutes before the scheduled flight departure time.

If the Passenger performs the check-in process at a location other than the Airport, he/she shall do the check-in accordance with the additional advance check-in requirements that the Airline sets forth for such purposes in the Web Site, through the Call Center, mobile application or at Volaris check in counters inside the Airports.

Once the Passenger has checked-in, he/she shall arrive at the final boarding gate at least 45 (forty five) minutes before the scheduled flight departure time, with the boarding pass and an official ID, which must be shown to Volaris personnel in order to board the aircraft.

Volaris will not be held liable as a result of Passenger's non-compliance with the above mentioned requirements, as any action contrary to order and control hinders Volaris operations to the detriment of those Passengers who comply with such requirements.

Flights closing time is 60 (sixty) minutes before departure time, notwithstanding this, the Passenger has the obligation to show up at least 180 minutes before departure time in order to check-in at Volaris Airport counters.

Section 6. Baggage

For Flights on United States, Mexico and Central America routes.

The Passenger has the right to carry without any charge, for Flights on United States, Mexico and Central America routes, the baggage included in the reservation selected by the passenger: Vuela Basic, Vuela Classic or Vuela Plus, and also need to comply with volume and dimension policies established by Volaris to guarantee the security and comfort of the Passengers, those policies may be consulted by the Passenger on the Web Site, the Call Center, mobile application or at Volaris check-in counters at the Airports. Volaris will provide the passenger with a baggage check for each piece that is delivered for transportation in accordance with the applicable regulations.

For Interlineal Flights



The Passenger can carry checked baggage and carry on baggage that complies with the policies of volume, weight and dimensions established on the Ticket issued by the Selling Airline, also according with the policies of the Airlines who gives the Interlineal Service and with the applicable International Conventions, in which the specifications for baggage for each Leg will be indicated.

Depending on the final destination of the checked baggage, there might be extra charges to be paid by the Passenger for excess of baggage, the applicable rates, plus taxes, in those cases, the Selling Airline will inform to the Passenger which destinations are susceptible of having extra charges for checked baggage.

Provisions of baggage applicable to all flights

On all Volaris flights, in case that the Passenger travels with more baggage than the allowed with no charge (checked or carry-on), or the baggage does not meet all the weight, volume and size requirements, he/she must pay for the excess of baggage, the applicable rates, plus taxes, which total cost, terms and conditions may be consulted on the Web Site, the Call Center, mobile application or at Volaris check-in counters at the Airports.

Transportation of excess baggage will be subject to aircraft's capacity in all cases.

All baggage shall be identified on the inside and outside, with the Passenger's name and address.

Due to official provisions, there are some dangerous goods not allowed for air transportation. The detail of these goods is available on Volaris Website and on Volaris offices at the airport, and it shall be considered as an annex and part of this contract.

The Passenger must not carry in its checked baggage: medicines, perishable items, liquids, or fragile items. It is also prohibited to carry weapons of any kind, gases, flammable substances, lighters, corrosive items, explosives, magnets, among other things.

Volaris does not recommend the transportation in checked baggage of: money, jewelry, art pieces, securities, stocks, bonds, electronic devices such as radios, cell phones, computers, cameras, among others.

If for any reason the Passenger's checked baggage does not arrive on the assigned conveyor with the rest of the flight's baggage, the Passenger in accordance with the Montreal Convention, shall present a claim with the Volaris personnel in charge that will



provide a Passenger Irregularity Report. The same procedure shall be followed in case of baggage damage.

Volaris is not responsible for baggage previously damaged or in poor state, baggage exceeding dimension and weight allowed, damages caused by security inspections in charge of a third party or airport authority.

Is Passenger solely responsibility to make sure that the code indicated in the ticket of the checked baggage has the correct personal or service information, also is Passenger responsibility to make sure that the code match with the pieces and registered numbers.

The Airline Responsibility with respect to baggage destruction, lost or damage is established on the applicable law, including, but not limited to, the applicable International Treaties.

Baggage damage or loss.

Compensation due to damage or loss of the checked baggage will be determined pursuant to and in accordance with the limits established on the Montreal Convention.

On Interlineal Flights, the Airline in which Leg occurred the damage will be the one responsible for the compensation to the affected Passengers in accordance with the provisions of the Convention.

Baggage delay.

If Passenger's checked baggage does not arrive at the city of destination at the same time as the Passenger, the compensation will be determined by what the Montreal Convention established.

Section 7. Delays

In case of flight delays, the compensation would be determined in accordance with the Convention and/or the International Treaties and/or applicable law, and by the Airline's compensation policies duly registered with the competent authorities.

Delays of flights having United States as origin.

In case of delay of flights with origin in the United States of America, the compensation would be determined by the regulations of the Department of Transportation (DOT) and/or the applicable regulation.

Delays on the international interlineal air transportation service



In case of delay of international interlineal flights, the compensation would be determined by the Interlineal Agreement, the Convention, and International Treaties and/or the applicable regulation.

Section 8. Overbooked or Cancelled Flights.

For flights having Central America and Mexico as origin.

If Airline issues Tickets exceeding aircraft's capacity, or if the flight is cancelled due to Airline's fault (events related to the weather or external situations in accordance with the applicable regulation preventing a flight from operating, will not be deemed as Airline's fault), and as a result a Passenger is denied the contracted air transportation, Airline will, at Passenger's choice:

- I. Refund the price paid for the Ticket, or the proportional amount regarding the incomplete segment of the trip.
- II. Offer, through all possible means, substitute transportation on the first available flight, as well as provide, free of charge, access to phone calls and e-mail, meals in accordance with the time the Passenger have to wait to board another flight; hotel accommodations at the Airport or the city where an overnight is required, in which case, ground transportation services to and from the Airport will be provided.
- III. Transportation on a later date, at Passenger's convenience, to the city of destination originally contracted.

Only in the case of flights having Mexico as origin, and in the cases of the subsections I and III above, Airline shall indemnify the affected Passenger with a compensation of no less than 25% (twenty-five percent) of the price paid for the Ticket or the proportional amount regarding the incomplete segment of the trip.

In case of overbooking, Volaris has the right to ask for volunteers to travel on other date, in exchange, Volaris would give to those volunteers all the benefits announced while asking for such volunteers. The Passengers with disabilities, seniors, children without company or pregnant women will have priority for boarding the flight.

For flights having United States as origin.

For flights originating in the United States of America, alternate transportation or compensation will be provided to Passengers in accordance with rules issued by the U.S.



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Department of Transportation (DOT).

In case of overbooking, Volaris has the right to ask for volunteers to travel on other date, in exchange, Volaris would give to those volunteers all the benefits announced while asking for such volunteers. The Passengers with disabilities, seniors, children without company or pregnant women will have priority for boarding the flight.

For Interlineal Flights.

In case the Selling Airline have issued Tickets that exceed the aircraft available capacity or in such case a flight is canceled because of imputable causes to such Airline, and as a result a Passenger is denied the contracted air transportation, that Airline shall, depending on the applicable law in the point of departure, take the necessary measures for, if possible, mitigate the effects of such boarding denial to the affected Passenger.

The costs that might be generated by the non boarding due to the causes previously described will be assumed at all by the responsible airline in which Leg have occurred the flight overbooking or cancellation.

Section 9. Fares.

The fares are freely established by Volaris.

Section 10. Volaris Information and Advertising.

All text, images, data, graphics, brands and logos used on the Web Site are property of Volaris or it is exclusively licensed to Volaris and are protected by the laws and by international treaties on industrial and intellectual property, therefore Passengers shall not use such content in any way.

Section 11 – Passenger responsibility

Further to the other Passenger responsibility established in above Clauses, the Passengers agree that they shall present official identification and follow documentation and boarding procedures established by Volaris in order to provide the air transportation service. Additionally, the Passengers agree that they shall observe and comply with the obligations within the Biosecurity Protocols implemented by Volaris in order to provide the air transportation service.

Furthermore, Passenger recognizes and agrees that in case he/she does not observe the obligations established in this contract and other Volaris' policies regarding the provision of



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air transport, including, but not limited to, Biosecurity provisional measures that Volaris make available and which can be found on Volaris' Web Site, Call Center, mobile application, passenger attention centers and other communication media that Volaris may consider appropriate, it will be the Passenger's sole responsibility, without this implying a liability for Volaris for not providing the contracted services, so it will be considered as a cause attributable to the Passenger for the effects of this contract, holding Volaris safe and harmless of any responsibility of any kind and nature.

Section 12. Jurisdiction

In any case of controversy or any conflict of law, between the Airline and the Passenger flying between points in Mexico, Central America and the United States, the Passenger is subject on an irrevocable way to the jurisdiction of the courts of San José, Costa Rica and the laws of the Republic of Costa Rica, renouncing any other jurisdiction that, due to their present or future addresses, or for any other cause may correspond to them.

The Passenger or the person who buys a Ticket in representation and interest of the Passenger can complain against the Airline at any court with competent jurisdiction according to the Montreal Convention.

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