

## PASSENGER INTERNATIONAL AIR TRANSPORTATION SERVICES AGREEMENT

### Definitions

**Airline or Volaris.**- Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V.

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

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

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

**Airport.**- Commercial 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 identifiable through a number or a password (alphanumeric code) in the *Volaris* electronic systems, containing the PNR, the Passenger name, route, date, schedule and fare of the contracted air transportation service. The air transportation service is subject to what the terms, conditions and policies established herein and the ones available on the Website, *Volaris'* mobile application, as well as in the passengers' attention office. For the compensation calculations that the passenger can obtain, 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)
	502-2301-3939
	506-4002-7462
	503-250 4-5540
	505-2251-2198



**Codeshare.** - An arrangement by which transportation is provided to a Passenger whose Ticket bears our airline designator code ("Y4") on a flight which is operated by a carrier other than Volaris.

**Montreal Convention.**- The Montreal Convention for the Unification of Certain Rules for International Carriage by Air.

**D.O.T.**- US Department of Transportation

**Checked baggage.** - Is the luggage or cases that the Passengers deliver to the Airline for transportation in exchange of the corresponding payment, which comply with the dimensions, weight and volume limitations set forth by Volaris to guarantee the safety and comfort of the Passengers, which can be reviewed on our Web Site, the Call Center or at Volaris check-in counters at the Airports.

**Civil Aviation Law.**- "Ley de Aviación Civil"

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

**PNR.**- The alphanumeric code identifying the contracted international air transportation services.

**Interline Air Transportation Services.**- Flight comprised of one or more routes operated by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. and/or the airline with which it has entered into an Interline Agreement, having an origin and destination point, and which may be a one way trip, from the point of origin to the point of destination, and a round trip, from the origin to the destination point and its return, whether such flight includes one or two Legs and is operated by different Airlines,

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

**Leg.**-Part of the Flight on the Interline Air Transportation Services that will be operated by



**volaris**

Volaris or by the airline who has entered into an Interline Agreement with Volaris on those routes where they have the traffic rights to operate.

**UMA.-** In spanish "Unidad de Medida y Actualización" as an economic reference in pesos to determine the payment of obligations described in the federal laws.

### **Section 1. Air Transportation Services.**

Volaris will provide the Passenger with international air transportation service from one place to another subject to this Passenger International Air Transportation Service Agreement (the "Agreement"), as well as Volaris' terms and conditions of service, policies and procedures located on Volaris' Web Site at [www.volaris.com](http://www.volaris.com) or at any of Volaris' ticket sale offices, whenever Volaris operates under the Y4 designator code and in any case where Volaris has a legal liability to the Passenger in relation the Passenger's flight.

For flights and services which are neither operated by Volaris nor a code share flight, we act solely as an agent for the operator of that flight or the applicable service provider. In addition to this Agreement, each airline and supplier will have its own terms and conditions. You must read both these Conditions of Carriage and the terms and conditions of the relevant airline, available from us upon request, before you complete your booking with us.

On some services we have arrangements with other carriers known as "code shares". This means that even if you have a reservation with us and hold a ticket where our name or Airline Designator Code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation whenever your reservation is made directly with us or, if made through an Authorized Agent, we shall try to make sure that the Authorized Agent gives you such information.

In consideration of the international air transportation services provided by *Volaris*, the Passenger will pay *Volaris* a fixed price, as well as all applicable taxes and charges such as the Value Added Tax, the Airport Usage Tax, Security Inspection Charge, "Derecho de No Inmigrante" (DNI), Agriculture Tax, Customs Tax, International Transportation Tax, Passenger Facility Tax or any other charges that may be applicable from time to time, which can be reviewed by the Passenger using the Web Site, the Call Center or at Volaris sale channels inside the Airports, where available.

## Section 2. Passenger.

The Passenger shall pay the price of the Ticket in compliance with Volaris' policies, terms, and conditions, which can be consulted by the Passenger on Volaris' Web Site, Call Center or at Volaris' check-in counters inside the Airports.

The Passenger has the right to be carried on a specific route, as well as, to receive the transportation of the baggage.

The Passenger has, among other as set out by applicable law, the following obligations:

- I. Provide Volaris, in the moment of the purchase, true and accurate information, personal data and contact information.
- II. Pay the full fare for the ticket.
- III. Comply with applicable law, the terms on this Agreement, as well as, Volaris' other terms, conditions and policies. Passengers can view each of these documents on Volaris' Web Site or at any Volaris ticket counter. Alternatively, Passengers may request a copy via Volaris' Call Center.
- IV. Provide a current and valid ID as per the request of the airline or airport's authorized personnel, as well as have valid travel documents required for entry into Mexico and or any other country the Passenger seeks, or may seek, to enter or transit.
- V. Comply with the security, safety and operational rules given by the crew and the applicable airport administrator or authority.
- VI. Occupy the assigned seat, unless the crew authorizes a change of seat.
- VII. Comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Volaris' policies, procedures and instructions. Volaris shall not be liable for any aid or information given by any agent or employee of Volaris to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

The Passenger represents to have knowledge of the terms and conditions of this Agreement, as well as the terms and conditions of services published on our website, mobile application, as well as the customer service attention modules, and agrees to periodically consult Volaris' Web Site in order to review any modification therein.

### Section 3. Passengers with special needs.

Passengers with disabilities have the right to be carried with the 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.

Volaris' Web Site provides additional policies and conditions applicable to among other things, the carriage of pregnant women, infants, and unaccompanied minors. Passengers should request any additional or necessary services upon purchasing their Ticket, all of which shall be provided as required or permitted by applicable law.

Passengers with disabilities do not have to present any medical document that supports that condition, except in the following cases:

- a) Flight in stretcher or incubator.
- b) The Passenger needs Medical Oxygen during the flight.
- c) The Passenger presents any of the medical conditions considered by the World Health Organization as a counter-indication for flying. In these cases, the Passenger should present a medical certificate, issued no more than 5 days prior to departure date, 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 without assistance.

Passengers with disabilities have the right to travel with a dog guide or a service animal on passenger cabin without any extra charge presenting the certificate, subject to applicable limitations set out in applicable law.



Passengers with disabilities or with reductions on movement might be located on the closest seats to the boarding doors.

Wheelchairs will be checked as baggage without extra charges. In case the Passenger with a disability or with reductions on movement wants to bring 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 the "Norma Oficial Mexicana" which regulates the air transportation of dangerous merchandise, issued by the "Secretaria de Comunicaciones y Transportes".

#### **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.

A Passenger has the right to cancel his/ her flight and receive a full refund, provided such passenger has not performed his/her check-in, if: (1) the reservation is made at least 7 days prior to a flight's departure; and (2) the Passenger cancels the flight within 24 hours of purchase.

#### **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, mobile application, through the Call Center 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.

## Section 6. Baggage.

The Passenger has the right to carry without any charge, two carry on pieces which weight doesn't exceed 10 kilograms between both pieces, those pieces also need to comply with volume and dimension policies established by Volaris, those policies are located on the Web Site or the Passenger can know more about them on the Call center or at Volaris sale offices.

Volaris will be liable only for damage occurring during carriage on flights or flight segments operated by Volaris or in relation to which Volaris has a legal liability to the Passenger. If Volaris issues a Ticket or if Volaris checks baggage for carriage on another carrier, Volaris does so only as agent for the other carrier. Where transportation of the Passenger's baggage is performed by successive carriers (as defined by the Warsaw Convention or the Montreal Convention, as applicable), the Passenger may make a claim against the first or last carrier.

In case the Passenger travels with more baggage than the one he/she paid, or the baggage does not comply with all the weight, volume and size requirements, he/she must pay for the excess baggage at the applicable rates plus taxes. Those rates and taxes are on the Web Site or the Passenger can have information about them on the Call Center or Volaris airport offices.

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.

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 and cameras among others; medication and treatments, perishables, liquids, fragile items.

It is also prohibited to carry weapons of any kind, gases, flammable substances, lighters, corrosive items, explosives and magnets among other things.

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 to *Volaris* personnel in charge that will provide a Passenger



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

### **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.

The Airline in charge of the Leg in which the event occurred, shall be the one indemnifying the affected Passengers.

### **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 the Montreal Convention's rules.

## **Section 7. Delays**

### **Delays of flights having Mexico as origin:**

If a flight originating in Mexico is delayed, the compensation shall be determined pursuant to the Law, as well as Volaris' compensation policies duly registered before the competent authorities. Such compensation policies may also be consulted via our Website, the call center or at the customer service modules in each airport.

### **Delays of flights having United States or Puerto Rico as origin:**

Any compensation for a delayed flight to or from the United States is governed by the Montreal Convention.

### **Delays in the international/interlineal air transportation services:**

Delayed international/interlineal flights are governed by the Convention y/or the International Treaties and/or applicable regulations.

## **Section 8. Overbooked or Cancelled Flights.**

**For flights having Mexico as origin:**

In compliance with Mexico's Civil Aviation Law, 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 preventing a flight 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, telephone or cable communication services to the city of destination, meals in accordance with the time the Passenger had 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.

In addition to the specified in subsections I and III above, Airline will 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, children without company, pregnant women and seniors are preferred on those seats.

**For flights having United States or Puerto Rico as origin:**

I. **Cancellation** - For flights originating in the United States of America or Puerto Rico, in the event of flight cancellation, Volaris will (at passenger's request) cancel the remaining ticket and refund the unused portion of the ticket and unused ancillary fees in the original form of payment. If the passenger does not request a refund and cancellation of the ticket, Volaris will transport the passenger to the destination on Volaris' next flight on which seats are available. At Volaris' sole discretion and if acceptable to the passenger, Volaris may arrange for the passenger to travel on another carrier or via ground transportation.

II. **Overbooking** - Before denying boarding to any passenger holding a confirmed reservation on an oversold flight, Volaris will ask other passengers on the flight to voluntarily give up their seat in exchange for compensation in an amount and form to be determined by Volaris in its sole discretion. If a sufficient number of volunteers agree to give up their seats in response to Volaris' offer, then no passenger with a confirmed reservation will be involuntarily denied boarding due to the oversale of the flight. If there are more volunteers than required, selection of the volunteer(s) to receive compensation shall be subject to Volaris' sole discretion.

If Passenger is denied boarding against his/her will in circumstances where Passenger holds a confirmed ticket for the flight, has met the applicable check-in deadline, and is not precluded from boarding for other reasonable grounds, the Passenger will be entitled to the appropriate amount of denied boarding compensation pursuant to the U.S. Department of Transportation's denied boarding regulations found at 14 C.F.R. 250.5.

## **Section 8. Fares.**

The fares are freely established by **Volaris**.

## **Section 9. 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 Mexican Intellectual Property Law and its Regulation, the Mexican Copyright Law and its Regulation and by international treaties on Industrial and Intellectual Property, therefore Passengers shall not use such content in any way.

## **Section 10. Jurisdiction.**

In any case of controversy 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 federal courts of Mexico City and the federal laws.

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

## Section 11. Codeshare Services.

Volaris has arrangements with certain other carriers to enable us to provide Codeshare services to Passengers on flights operated by these carriers. Transportation provided by us under a Codeshare arrangement with these carriers is designated by a flight number that includes our two letter airline designated code "Y4".

For Codeshare services on flights operated by another carrier, Volaris is responsible for the entirety of the Codeshare route for all obligations to Passengers established in these Conditions of Carriage. The conditions contained herein with respect to ticketing will apply to our Codeshare services on flights operated by partner airlines. However, each Codeshare partner has rules with respect to the operation of its own flights and these may differ from our rules for flights which Volaris operates. Such rules are incorporated herein by reference and form a part of this contract for carriage. The rules with respect to operations that may differ between Volaris and our partners include, but are not limited to:

- a) check-in time limits;
- b) unaccompanied minors;
- c) carriage of animals;
- d) denied boarding compensation;
- e) baggage acceptance and allowances;
- f) refusal of carriage; and
- g) oxygen service.

Volaris' Web Site contains a list of the carriers that operate flights for Codeshare services provided by us and has links to those carriers' websites. For flights operated by one of our partner airlines, passengers should review the partner airline's rules (available on the partner airline's website) to familiarize themselves with matters such as check-in times, baggage allowances, denied boarding compensation and baggage rules prior to concluding your booking). More information can be obtained by contacting us.

Volaris will advise you at the time of booking when a flight is to be operated by another carrier under a Codeshare arrangement.



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[www.volaris.com](http://www.volaris.com)

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