

## Terms and Conditions of Scheduled International Air Passenger Services

These terms and conditions (hereinafter the Terms and Conditions) govern the air transportation services provided by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. ("Volaris") to and from Central America (Costa Rica, El Salvador, Guatemala, Nicaragua, etc.) and the United States of America operated by Volaris, its interline and codeshare operations.

If you purchased a flight operated on codeshare, you must consult the terms and conditions of service of our codeshare partners, available on their website. The air transportation provided under a codeshare agreement with such airlines may be identified with a flight number which includes our airline designator code "Y4".

### Sales Channels

Volaris has several sales channels through which our customers can purchase air transport services and other additional services. Volaris Sales Channels are as follows:

#### 1. Call Center:

	01 (55) 1102-8000
	1 855 VOLARIS (8652747)
	502-2301-3939
	506-4002-7462
	503-2504-5540
	505-2251-2198
	504-2202-7900
	57-60-1744-3272
	511-644-9040
TTY	855-425-2002

- Airports:** Flight tickets may be purchased by our customers at the sales offices or counters available for that purpose at any of the airports where Volaris operates.
- Website:** Through [www.volaris.com](http://www.volaris.com) our customers may purchase flight tickets, manage their flights, and do their check in.
- Volaris App:** Through the Volaris App for Android, IOS and Windows mobile devices, our customers may purchase flight tickets, manage their flights, and check in.

### Additional Services

Additional services may be purchased by our customers at our website [www.volaris.com](http://www.volaris.com).

### Notification of delays, cancellations and known deviations

We shall provide to our Customers with available information on delays, cancellations and known deviations by: telephone, e-mail, at the airports, boarding gates, passenger attention modules and through airport screens (where available), through our crew members, airport service personnel and our website.

Volaris shall do everything possible to provide our customers with timely and accurate flight information as soon as possible and in no case later than 30 minutes after a flight schedule change is known.

Important: When making a reservation, it is important that you provide all the required data to allow us to contact you in a timely manner with information about your flight so that, in case of a contingency, Volaris may contact him/her.

## Check-in

The customer must complete the check-in process electronically through our website [www.volaris.com](http://www.volaris.com), the Volaris App, or at our counters at the different airports. For information on check-in times visit [www.volaris.com](http://www.volaris.com).

Customers must arrive at the airport of their Origin Flight with the time in advance specified when the ticket was purchased, carrying with him/her any necessary ID documents which must comply with the immigration requirements valid in the country of destination on the date of the flight.

Check-in shall be made as follows:

I. Customers with boarding pass and baggage allowance.

For customers with a previously printed boarding pass or who checked-in online through the Volaris App, as provided in [www.volaris.com](http://www.volaris.com).

In addition to the boarding pass, the customer must print, in advance, the applicable bag tag for the baggage allowance and/or have purchased additional optional services. Customers who do not comply with the weight and size specifications contained in our baggage policy regarding free baggage allowance ([www.volaris.com](http://www.volaris.com)) and that did not buy additional services for baggage allowance, 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.

II. Customers without boarding pass.

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

NOTE: For flights from San Jose, Costa Rica, all customer must pay the Costa Rica Exit Tax before completing check-in. For traveling minors born in Costa Rica, customers shall be directed to the Immigration Module.

If you are traveling on a codeshare flight, please review our partners terms and conditions on check-in.

## Boarding

Passengers must be at the last boarding gate sufficiently in advance and as recommended during check-in, 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 and security measures, Volaris reasonably considers that this could imply a risk or danger, or that the transportation of such person, baggage and/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 the use of such instrument is personal and directly related to their disability.

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.

## **a) Pregnant Women**

Pregnant woman can travel without any restrictions during the first eight months of pregnancy in any route. As of the ninth month of pregnancy or seven days before delivery, they may travel by carrying a medical certificate or an executed release of responsibility in favor of Volaris.

It is not Volaris' responsibility to ensure pregnant passengers have consulted with their physicians.

## **b) Passengers of Size**

Customers who require two seats due to their size, may purchase an additional seat. Such seats shall not be in emergency exits, first rows or with service tables in the armrest. Similarly, Customer Service shall provide certified belt extensions for these customers.

## **c) Sick passengers**

Customers whose health condition prevents them from traveling, shall only be allowed in the flight if they provide a medical certificate from a physician issued no more than 5 days prior to the flight departure date and their condition does not represent a risk to the safety of the flight, other customers, or the crew.

- d) Passengers with disabilities and/or reduced mobility can travel without having to provide a medical certificate, signing of any waivers or forms, or complying with any special requirements, except in cases where the passenger:
- Is traveling on a stretcher or incubator
  - Requires oxygen during the flight
  - 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.
  - 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. Customers must comply with the requirements to travel with service animals available at [www.volaris.com](http://www.volaris.com).

Passengers with disabilities and/or with reduced mobility shall be located, depending on availability, in the seats closest to the boarding door 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 Official Mexican Standard (Norma Oficial Mexicana) regulating the air transport of hazardous items issued by the Ministry of Communications and Transportation.

**e) Passengers with visual, hearing and/or vocal impairments**

Passengers who are deaf or with visual or hearing loss must comply with the following: - Traveling alone and receiving the necessary attention from Customer Service. - Traveling with a guide dog, provided the necessary documents certifying it as a service animal are submitted. The passenger's word shall not suffice.

**f) 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](http://www.volaris.com).

**g) 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 of nationality 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 applicable legal requirements, Volaris shall be entitled to deny access to such passenger.

If, for any reason, a passenger is declared inadmissible in the country of destination, Volaris shall return such passenger to his/her country of origin.

**h) Transport of prisoners**

Volaris shall transport prisoners provided they are escorted by representatives of a State or Federal entity. 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. Prisoners shall not be transported on interline and/or codeshare flights.

**i) Passengers with firearms**

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

## **Baggage**

Baggage allowance according to the purchased flight rate and route as follows.

For more information about baggage specifications and policies, and additional charges for checked baggage go to the Additional Services Rates section at [www.volaris.com](http://www.volaris.com) or contact our Call Center.

**A) For flights of our code share with Frontier on routes from the United**

**States A.1 Plus fare**

By paying this rate, you may transport up to:

- One checked bag of maximum 55 lb and a total of 62 linear inches total.
- Up to 1 piece of carry-on baggage no bigger than 22 x 16 x 10 in (length x weight x height) and 1 personal item no bigger than 14 x 18 x 8 in (length x weight x height) combined weight no heavier than 44 lbs.

**A.2 Basic rate**

By paying this rate, you are entitled to transport, at no additional charge:

- Up to 1 piece of carry-on baggage no bigger than 22 x 16 x 10 in (length x weight x height).
- 1 personal item no bigger than 14 x 18 x 8 in (length x weight x height) combined weight no heavier than 33 lb.

#### A.3 Zero fare

By paying this rate, you are entitled to transport, at no additional charge:

- Up to 1 piece of carry-on baggage no bigger than 22 x 16 x 10 in (length x weight x height).
- 1 personal item no bigger than 14 x 18 x 8 in (length x weight x height) combined weight no heavier than 33 lb.

To purchase additional baggage at any of our rates, go [www.volaris.com](http://www.volaris.com) or contact our Call Center. Check prices in the Additional Services Fees section at [www.volaris.com](http://www.volaris.com) or contact our Call [www.volaris.com](http://www.volaris.com) 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.

#### **C) For interline flights**

For codeshare flights, the baggage policies that apply throughout the itinerary will be the ones of the marketing carrier.

### **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, which shall be subject to the applicable laws and regulations and to the International Treaties.

### **Flight Delays**

Regarding flights originating within Mexico, the Civil Aviation Law (Ley de Aviación Civil) and the Volaris Indemnification Policy shall apply. For more on these provisions, go to the Legal Information section of Volaris website at [www.volaris.com](http://www.volaris.com).

In case of delays in flights originating outside Mexico, the provisions of the Montreal Convention or the laws of 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), shall apply the provisions of the applicable law in the country of origin shall apply in accordance with the following:

Volaris shall inform its Customers of any changes in their itinerary, through the contact information provided by the Customer, as soon as Volaris becomes aware of the contingency.

In the case of flight overbooking, the operating airline 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, and meals, in accordance with 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. Transportation on 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 of the flight segment not flown.

#### **For flights originating in the United States of America**

For flights originating in the United States of America, 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 and Codeshare Flights**

If the Selling Airline issues Tickets that exceed the available capacity of the aircraft or the Flight is cancelled due to causes attributable to such Airline and results 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 to mitigate, as possible, the consequences of such denial to the affected Customer.

Any costs incurred because of the denied boarding shall be borne in full by the operating Airline of the segment where the overbooking and/or cancellation took place.

#### **Changes and Cancellations**

- I. Tickets are not refundable if you fail to board your flight or if you fail to request a change within the time frame set out below, your flight, as well as its value, will be lost without responsibility to any of the operating airlines.
- II. 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. Visit [www.volaris.com](http://www.volaris.com) or contact our Call Center for costs and policies.
- III. For Central America, changes to flight dates where the point of origin of the original booking remains the same, are allowed up to 4 hours before the departure time of the flight you intend to change, by paying the corresponding change fee and the fare difference, if any.

Change your flight through our Call Center, website, the Volaris App or at Volaris' counters at the different airports where Volaris operates. Visit [www.volaris.com](http://www.volaris.com) or contact our Call Center for costs and policies.

- IV. For flights with origin/destination from and to the United States, changes and 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 is requested within 24 hours after the ticket was purchased.
  - In the case of flight changes, the corresponding fare difference must be paid.

V. If you purchased your flight without codeshare partners, please review such airline's terms and conditions with respect to changes and cancellations.

#### **Terms and conditions for the provision of services**

Any services purchased, such as passenger scheduled air transport, among others, are subject to the applicable Air Transport Agreement and to the policies, terms and conditions published at [www.volaris.com](http://www.volaris.com), which the passenger is required to read and be aware of.

## Invoicing

Any invoicing of purchases made at [www.volaris.com](http://www.volaris.com) shall be made pursuant to the terms and conditions applicable to Electronic Billing published by Volaris at [www.volaris.com](http://www.volaris.com).

If you purchased your flight operated on codeshare, the airline with whom you purchased your ticket will be responsible for issuing the corresponding invoice. Please visit our partners website for more information.

## Clarifications

For more information or possible questions regarding flights operated by Volaris Costa Rica and Volaris please send us an e-mail to [tuexperiencia@volaris.com](mailto:tuexperiencia@volaris.com) 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, Volaris or our codeshare partners 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](http://www.volaris.com).

We are committed to protecting your privacy. When we collect your personal data through our website, we use it only to provide you with the passenger air transport service, follow up on your booking, provide you with any additional products or services purchased, conduct surveys of the contracted service, and to send you e-mails or telephone information about our promotions and any additional services provided by us or our business partners. To know how to exercise your ARCO rights go to our comprehensive Privacy Notice available at [www.volaris.com](http://www.volaris.com).

If you have any questions, please contact us by sending an e-mail to [datos.personales@volaris.com](mailto:datos.personales@volaris.com).

## Website Terms and Conditions

For the Terms and Conditions of our website go to [www.volaris.com](http://www.volaris.com)