

Passenger Domestic Air Transportation Services Agreement

Definitions

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

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

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 the terms, conditions and policies established herein and the ones published on the Website as well as in the passengers' attention counters. 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, telephone numbers are published on the Web Site and on the passengers' attention counters located at airports.

Checked baggage - Is the luggage or cases that the Passengers deliver to the Airline for transportation (included on the rate or acquired by the Passenger), which comply with the measurements, 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 air transportation services under the terms and conditions of this agreement.

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

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

UMA. - In Spanish "Unidad de Medida y Actualización" as an economic reference in pesos to determine the payment of obligations described in federal law and laws of Mexican' federal entities.

Section 1. Air Transportation Services.

Volaris will provide the Passenger with domestic air transportation services from a point of origin to a point of destination, subject to the terms, conditions and policies of this agreement, as well as the terms conditions and policies published in the Web Site and available on the passengers' attention offices located at airports. , all of which are accepted by the Passenger upon contracting the services through any of Volaris' sale channels.

In consideration of the 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, 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 have the rights established on the Law, the list of rights can be consulted on the Web Site, as well as on the passengers' attention offices located at airports

The passenger have the right to receive transportation on the ticket route, and in it case, to receive also the transportation of the baggage.

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

Provide, in the moment of the purchase, true and accurate information Pay the ticket value.

Fulfill the applicable legislation, this Agreement and the terms, conditions and policies of Volaris, the Passenger can be informed of this in the Call Center or in Volaris sale channels Provide a current and valid ID, as well as the documents that in accordance with the applicable laws are necessary for its legal admission in Mexico and in foreign countries. Comply with the security and operational rules given by the crew as well as the ones given for the airport use.

Occupy the assigned seat, unless the crew autorices a change of seat. Any other regulation established on the Civil Aviation Law or other laws.

The buyer of the ticket and/or the Passenger represents to have knowledge of the terms and conditions of this Agreement, as well as the service policies published on the Web Site, Movil App and the passengers' attention counter located at airports, The Passenger most check periodically check those sites in order to be informed about the policies and an eventual modification.

Section 3. Passengers with special needs.

The 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 provided by the Airline 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, shall request the necessary services upon purchasing their Ticket, to the extent required or permitted by applicable law and the terms and conditions which can be consulted on the Website, on the Call Center or at Volaris' offices at airports.

The passengers with any disability do not have to present any medical document that supports that condition, except in the following cases:

1. Flight in stretcher or incubator.
2. The Passenger needs Medical Oxygen during the flight.
3. 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 in which a doctor qualifies the Passenger as someone capable for the flight.
4. When the intellectual or psychosocial capacity doesn't allowed him/her to manage without assistance.

The Passenger with disabilities have the right to travel with a dog guide or an animal guide on passenger cabin without any extra charge presenting the certificate.

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

Wheelchairs will be registered as baggage without extra charges. In case the Passenger with disability 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 the "Norma Oficial Mexicana" which regulates de 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 out. 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 you have not realize the check in of your flight by any of the possible manners.

Section 5. Check-in.

The Passenger shall arrive at the Airport's check-in counter at least 120 (one-hundred and twenty) 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, the mobile app 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 30 (thirty) 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 will have the right to carry, without additional charge, one piece of checked baggage, weighing up to 25 (twenty-five) kilograms that complies with the dimension and volume measurements established by Volaris, which can be obtained from the Web Site, the Call Center, the mobile app or at Volaris sale check in counters inside the Airports. Volaris will give the Passenger one baggage ticket for each baggage delivered for its transportation.

Additionally, the Passenger can carry inside the cabin of the aircraft up to two pieces of hand baggage (carry-on), provided they comply with the dimension, weight (10 kilograms between both) and volume limitations set forth by Volaris to guarantee the safety and comfort of the Passengers.

The Passenger that decided to travel without baggage can obtain a preferential rate by Volaris on the Web Site, Call Center, mobile app or in the counters. The Passenger accepts that in case he/she obtains the preferential rate and then decide to travel with baggage he/she must cover all the rates plus taxes, the total amount is described on The Web Site or the Passenger can ask for them on the Call Center, mobile app or Volaris' airport offices.

In case of travelling with more baggage than the permitted without charge (checked and/or carry on), or travelling without satisfying the weight, dimension and volume policies, the Passenger must pay the exceeding on the baggage the applicable rates, plus the applicable taxes, total amount, terms and conditions can be consulted on the Website, on the Call Center, mobile app or at Volaris' offices at 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.

The Passenger can't carry on the checked baggage: passport or personal identification documents, medicines, perishable items, liquids or fragile items. It also exist the prohibition to carry weapons of any kind, gases, flammable substances, lighters, corrosive items, explosives and 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 and cameras among others; medication and treatments, perishables, liquids, fragile items.

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 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

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 in the Law; (i) for the carry on up to the equivalence to 80 (eighty) UMAs at the moment when the damage occur, (ii) for the checked baggage up to the equivalence to 150 (one hundred and fifty) UMAs at the moment when the damage occur.

Baggage delay.

If Passenger's Checked baggage does not arrive at the city of destination at the same time as the Passenger, Volaris would give \$ 250.00 (two hundred and fifty) pesos for every day until the third day without baggage, this means that the maximum amount of compensation is \$ 750.00 (seven hundred and fifty pesos)

Section 7. Delays

If the delay cause is attributable to Volaris the compensation will be based on the Law as well as the Volaris compensation policies, which the Passenger can consult at the Web Site as well as in the Volaris' offices at airports.

Section 8. Overbooked or Cancelled Flights.

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:

Refund the price paid for the Ticket, or the proportional amount regarding the incomplete segment of the trip.

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.

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 cases 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.

Section 9. Fares.

In compliance with the Civil Aviation Law, 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 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 11. Passenger responsibility

Further to the other Passenger responsibility established in this Contract, the Passenger agrees that they shall present official identification and follow documentation and boarding procedures established by Volaris in order to provide air transportation services. Additionally, the Passengers agree that they shall observe and complete with the obligations within the Biosecurity Protocol.

Passenger recognizes and agrees that in case they do not observe the obligations established in this contract and other Volaris' policies regarding the provision of air transport, including, but not limited to, Biosecurity Protocol, which Volaris puts at their disposition and which can be found on Volaris' web-page, call-center, app, passenger attention centers and other communication media, Volaris will be unable to provide the contracted services due to failure to fulfill their abovementioned obligations, and such inability shall be considered as caused by and attributable solely to Passenger. Volaris shall not be liable due to such circumstances.

Furthermore, and by virtue of Biosecurity Protocol, the Passenger shall fully comply with the same during the entire flight, from the moment of arriving to the boarding gate at the airport and during the entire time he/she is within an aircraft. If Passenger does not comply with the Biosecurity Protocol, he/she accepts and recognizes that Volaris, without any responsibility, shall be unable to provide Passenger to fulfill or continue the contracted service and the Passenger accepts the same is their responsibility resulting from he/she not complying with the Biosecurity Protocol requirements, as the refusal to comply with the Biosecurity Protocol requirements endangers the security and safety of other passengers as well as personnel.

Section 12. Jurisdiction

For the interpretation of any controversy, the Passenger is subject, on an irrevocable way, to the federal courts at Mexico City, and to the Mexican federal laws, the Passenger refuses any other jurisdiction.

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