



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 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, 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.- 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 published on the Website 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

 503-2504-5540

 505-2251-2198



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.

Interlineal Checked baggage.- Checked baggage will be carried on Volaris routes and on those routes of the airline who has celebrated an Interlineal Agreement with Volaris

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

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.

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

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

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 offices.

Also, Volaris will provide the Passenger with the International Air Transportation Services operated by them or by the airline who has celebrated 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.

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, “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 applicable legislation, as well as the policies, terms, and conditions set forth by *Volaris*, which can be consulted by the Passenger using the Web Site, the Call Center or at Volaris check-in counters inside the Airports.

The Passenger has the right to be carried on a specific 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 federal laws will establish from time to time:

- I. Provide, in the moment of the purchase, true and accurate information
- II. Pay the ticket
- III. 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
- IV. 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.
- V. Comply with the security and operational rules given by the crew as well as the ones given for the airport use.
- VI. Occupy the assigned seat, unless the crew autorices a change of seat.
- VII. Any other regulation established on the Civil Aviation Law or other laws.

The Passenger represents to have knowledge of the terms and conditions of this Agreement, and agrees to periodically consult the Web Site in order to review any modification therein.

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 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.

The passengers with any disability 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 in which a doctor qualifies the Passenger as someone capable for the flight.
- d) When the intellectual or psychosocial capacity doesn't allowed him/her to manage without assistance.

The Passenger with disabilities has 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".

Flights to the U.S. and Puerto Rico, it will be subject to the DOT, 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. 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 realized 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 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 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

For Flights on United States, Puerto Rico and Central America routes.

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.

For Interlineal Flights

The Passenger can carry checked baggage and carry on baggage who complies with the policies of volume, weight and dimensions established on the Ticket issued by the Selling Airline, also according to policies of the Airlines who gives Interlineal Service and to International Conventions.

Extra charges on the baggage depends on the final destiny of it, in those cases an extra charge is applicable, the Selling Airline might inform those destinies with extra charges.

In case the Passenger travels with more baggage tan the one he/she paid, or the baggage does most accomplish all the weight, volume and size requirements, he/she most pay for the excess of baggage

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 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 on the Montreal Convention.

The Airline in which leg occurred the damage will be the one responsible for the compensation

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

Delays of flights having Mexico as origin:

The compensation would be determined by the Civil Aviation Law and by the compensation policies duly registered.

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

The compensation would be determined by the regulations of the Department of Transportation (DOT) or the applicable regulation.

Delays on the international interlineal air transportation service

The compensation would be determined by the Interlineal Agreement and International Treaties or the applicable regulation

If the delay cause is attributable to Volaris the compensation will be based on the Law as well as the Volaris compensation policies.

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:



For flights originating in the United States of America or Puerto Rico, alternate transportation or compensation will be provided to Passengers in accordance with rules issued by the U.S. 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, children without company, pregnant women and seniors are preferred on those seats.

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, that Airline might compensate the non boarding based on applicable legislation.

The costs generated by the non boarding due to the causes previously described will be assumed at all by the responsible airline.

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



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