

## 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, is the airline who has the traffic rights on the first flight leg and transports passengers on that leg.

Final Airline.- On interlineal flights, is 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 Agreement 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 at the airport. For the compensation calculations that the Passenger may obtain according to the applicable regulation, this Agreement 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:

- Mexico: (+52) (55) 1102 8000
- United States: 1 855 VOLARIS (865 2747)
- United States TTY Service: (855) 425 2002
- Costa Rica: (+506) 4002 7462
- El Salvador: (+503) 2504 5540

- Guatemala: (+502) 2301 3939
- Colombia: (+57) 60 1744 3272
- Honduras: (+504) 2202 7900
- Peru: (+51) 1644 9149

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").

DOT- 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 the Passengers' service modules at the airport.

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 Civil Aviation Law of United Mexican States ("*Ley de Aviación Civil de los Estados Unidos Mexicanos*").

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

Passenger with a disability.- Any individual who has a physical or mental impairment that, on a permanent or temporary basis, substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. This definition will be precisely defined according to the requirement of the applicable regulation, including the regulation issued by the United States Department of Transportation (DOT).

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 contingencies or emergencies declared by the authorities, whose compliance is obligatory or recommended in order to provide the air transportation services.

Applicable regulation.- All regulations, laws, orders, treaties, and decrees that are applicable in the territory of the origin and/or destination of the flight.

Interlineal Air Transportation Service.- A trip comprised by one or more routes operated by the airline 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, with a point of departure and another of destination, which may be a single leg, which means, the one that goes from a point of departure to a point of destination; or round, which means, 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**

### **1.1 About the service**

Volaris will provide to the Passenger the International Air Transportation Service from one place to another subject to this Agreement, as well as 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 operated by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V.

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 Website, through the Call Center, the mobile application or at the Passengers' service modules at the airport.

### **1.2 Denial of service**

Volaris may deny the boarding to the Passenger permanently or temporarily, when there are causes attributable to the Passenger himself/herself that may affect the safety of the flight or when he/she does not have the complete, truthful and valid immigration and health documentation.

## Section 2. Passenger

### 2.1 Passenger's rights

The Passenger has the rights that the Law provides, which detail is available in the Web Site, as well as it can be reviewed through the Call Center, mobile application or at the Passengers' service modules at the airport, and that shall be considered as an annex and part of this Agreement .

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

### 2.2 Passenger's obligations

The Passenger has the following obligations, as well as the ones that the applicable regulation 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, taxes and additional services fees acquired;
- III. Fulfill the applicable legislation, this Agreement and Volaris' policies, terms and conditions, which may be consulted by the Passenger on the Web site, Call Center, mobile application or at the Passengers' service modules at the airport;
- 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. Be informed and comply with the immigration and health requirements from the origin and destination of the flight, being obligated to have the complete, truthful and valid documentation as applicable;
- VI. Comply with the security and operational rules given by the crew, as well as the ones given for the airport usage;
- VII. Show up at the Airport according to the Schedule established on the Ticket and/or itinerary;
- VIII. Occupy the assigned seat, unless the crew requires or authorizes a change of seat; and
- IX. Any other obligation established on the applicable regulation.

The Ticket's purchaser and/or the Passenger acknowledges that at the time of purchase he/she has read and accepts this Agreement, the terms and conditions of the service, and

any other policy published on the Web Site, which may be consulted by the Passenger to the Call Center, mobile application or at the Passengers' service modules at the airport, therefore, the Passenger agrees to periodically consult the Web Site in order to review any modification therein.

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

### **Section 3. Special services**

Special services are those provided in a particular way by Volaris upon request of a Passenger, according to their own needs or conditions, which terms and can be consulted on the Web site, Call Center, mobile application, as well as at the Passengers' service modules at the airport. These services will be subject to the conditions of this clause and the provisions of the applicable regulation and/or valid International Treaties. For flights with origin or destination in the United States of America, the provisions of the United States Department of Transportation (DOT) will also be applicable.

#### **3.1 Passengers with a disability or reduced mobility**

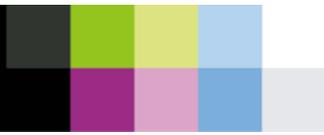
The Passengers with disabilities and/or reduced mobility have the right to be carried in accordance with the corresponding security operational policies and to carry without cost the wheelchair, walker, prosthesis, or any other instrument of assistance if it is strictly related to the disability they have and is for personal use. Additionally, the Passengers with reduced mobility have the right to receive human assistance, devices, assistive technologies and aids to ensure a quality mobility to his/her connection.

Passengers that require to transport his/her own portable oxygen concentrator, ventilator, respirator, continuous pressure machine for the respiratory system or any other special device for the flight due to medical reasons, must notify the Airline at least 48 (forty eight) hours before scheduled departure. This is for security reasons.

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

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) Carries a portable oxygen concentrator, ventilator, respirator, continuous pressure machine for the respiratory system or any other special device for the flight for medical reasons.



- b) Presents any of the medical conditions considered by the World Health Organization (WHO) as a counter-indication for flying. For flights with origin or destination in Colombia, the Passenger must present the mentioned medical certificate in which a doctor qualifies the Passenger as someone capable for the flight, issued no longer than 12 hours before the flight.
- c) When the intellectual or psychosocial capacity doesn't allow him/her to manage and follow instructions without assistance.
- d) Flies with a service animal in the cabin.
- e) When there is reasonable doubt about a Passenger's medical condition to complete the flight safely, without requiring extraordinary medical assistance during the flight.

If the person traveling has difficulty to understand or attend properly the safety indications, have a mobility impediment that would prevent his/her help with his/her own evacuation from the aircraft or who has hearing and visual impairments that do not allow him/her to establish the correct communication with the appropriate personnel, both to enable the transmission of required security information or security standards of government to allow the passenger to assist in his/her own evacuation of the aircraft in an emergency, he must travel with a companion.

Passengers with disabilities and/or reduced mobility might be located, according to the availability and security measures of the Airline, on the closest seats to the boarding doors, but for security reasons, they might not be located on the seats next to the access doors or emergency exits of the aircraft. If requested, they will have boarding preference.

Wheelchairs will be registered as baggage without extra charges. In case the Passenger with disability and/or reduced mobility wants to register an extra wheelchair, he 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 with origin or destination in the United States, this section will be subject to the provisions of the United States Department of Transportation (DOT) , and the applicable regulation and protection measures.

### **3.2 Transportation of pregnant women, infants, and unaccompanied minors**

Pregnant women, infants, and unaccompanied minors will have boarding preference. For security reasons, they may not occupy seats next to the access doors or emergency exits of the aircraft.

These people may request the special assistance services that they may require during their transportation, during the purchasing of their Tickets, under the terms and

conditions of the Volaris service, which can be consulted on the Web site, through the Call Center, the mobile application or at the Passenger's service modules at the airport.

### **3.2.1 Infants**

It is considered an infant any minor between seven (7) days old and up to the date of completion of two (2) years old, who may travel at no cost, as long as it does not require the occupation of a seat and travels with a responsible adult. The infant's Ticket will only include the right to transport a stroller. In the event that before or on the date of the flight the infant reaches two (2) years old, the corresponding fee for the Ticket must be paid and the minor must be transported in a baby carrier approved by international regulations for the air transport of infants. For flights with origin in Honduras, an infant will be considered a minor between seven (7) days old and up to the date of completion of three (3) years old, who may travel under the conditions described in this paragraph.

Volaris will not transport infants that are less than (7) days old, unless they are traveling with a responsible adult and a medical certificate is presented proving their aptitude to fly.

Each adult may travel with a maximum of two infants, in which case, one of them will travel on the adult's lap at no cost, and the other infant must go in the corresponding baby carrier, paying the cost of the Ticket.

### **3.2.2 Unaccompanied minors**

An unaccompanied minor will be considered from (5) years old to (12) years old. Volaris will provide the service for unaccompanied minors at an extra cost in accordance with the policy published on the Web site and must be acquired on a mandatory basis for the protection of the minor. For minors who are over (13) years old and under (18) years old, the unaccompanied minors service may be purchased voluntarily.

Minors who are two (2) years old and less than five (5) years old, must travel accompanied by a responsible adult, or with another minor who is between thirteen (13) years old and seventeen (17) years old, in which case, the service for unaccompanied minors must be purchased for both, in accordance with the policy published on the Web site.

For flights with origin in Honduras, minors who are three (3) years old and less than five (5) years old, must travel accompanied by a responsible adult, or with another minor who is between thirteen (13) years old and seventeen (17) years old, in which case, the service for unaccompanied minors must be purchased for both, in accordance with the policy published on the Web site. In case a minor is over three (3) years old and less than twelve (12) years of age, half of the cost of the Ticket will be paid, which not includes taxes or other additional fees.

### **3.2.3 Pregnant Women**

Pregnant women can travel with Volaris. When the gestation period without complications is over than 36 weeks or when the gestation period with complications is over than 32 weeks, a medical certificate must be presented with the professional's signature and seal, issued within ten days before the flight, which must contain the general information about the pregnancy and the respective authorization to travel by air. For flights with origin or destination in Colombia, pregnant women with a gestation period of more than 30 weeks, regardless there is complications or not, must present the aforementioned medical certificate.

Volaris will not be responsible for any complication that the pregnancy presents during or after the flight.

## **3.3 Transportation of animals**

### **3.3.1 Pets in the cabin or in the hold**

The transportation service for pets in the cabin or in the hold may be purchased under the terms and conditions published on the Web site, which can also be consulted through the Call Center, the mobile application or at the Passenger' service modules at the airport. Additionally, it is the Passenger's responsibility to comply with the requirements for the import or export of pets, according to the applicable regulations in the country of origin or destination of the flight.

### **3.3.2 Service animals in the cabin**

Passengers with disabilities who requires the assistance of a service animal during their transportation may do so at no additional cost, under the terms and conditions published on the Web site, which can also be consulted through the Call Center, the application mobile or at the Passengers' service modules at the airport.

For purposes of this Agreement, a service animal means a dog, which is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. For flights with origin or destination in the United States, animal species other than dogs, emotional support animals, comfort animals, companion animals, and service animals in training will not be considered service animals.

If the Passenger is traveling with a service animal, he must notify it when booking their flight and upon arrival at the airport. For flights with origin or destination in Colombia or Peru, upon arrival at the airport, proof that the animal is a service animal must also be provided.

The service animal has to be harnessed, leashed, or otherwise tethered at all times by the owner or caretaker of the service animal while on the airport grounds or on the aircraft. For security reasons, Volaris has the discretion to deny the transport of service animals that show aggressive or problematic behavior. For flights with origin or destination in the United States, a dog exhibiting problematic or aggressive behavior may not be considered a service animal without a carrier in the cabin, even if the animal performs an assistance function for a passenger with a disability. Likewise, in any case, the Service Animal Air Transportation Form of the United States Department of Transportation must be filled out, and boarding may be denied in accordance with the applicable regulation of the United States Department of Transportation (DOT).

Passengers traveling with a service dog, will have boarding preference. For security reasons, they may not occupy seats next to the access doors or emergency exits of the aircraft.

It is the Passenger's responsibility to comply with the requirements for the import or export of service dog, according to the applicable regulations in the country of origin or destination of the flight. It also must be verified terms and conditions published on the Web site, which can also be consulted through the Call Center, the application mobile or at the Passengers' service modules at the airport.

### **3.3.3 Emotional support animals**

People who require the assistance of an emotional support animal during their transportation may do so at no additional cost, under the terms and conditions published on the Web site, which can be consulted through the Call Center, the mobile application or at the Passengers' service modules at the airport. This service is not available for flights with origin or destination in the United States.

Additionally, people who require such special service must prove their condition by presenting documentation issued by a medical professional specialized in mental health.

For security reasons, people traveling with an emotional support animal may not occupy seats next to the access doors or emergency exits of the aircraft.

It is Passenger's responsibility to comply with the requirements for the import or export of the emotional support animal, according to the applicable regulations in the country of origin or destination of the flight. You must also verify the terms and conditions published on the Website, which can be consulted through the Call Center, the mobile application or at the Passengers' service modules at the airport.

### **3.4 Carriage of inadmissible Passengers**

Passengers are responsible to verify and comply prior to boarding and during the flight with all the sanitary, health, and immigration requirements of the country of origin and destination of the flight, as well as verifying that there are no impediments to travel to said country, since the immigration control authorities may deny their entry for not meeting such requirements, or, due to discretionary decisions, in which case they will be returned to the country of origin, boarding or to a third party that accepts them.

Volaris will carry out the air transport of the inadmissible Passenger, at choice of the airline, to the country of origin, boarding or to a third party that accepts it, on the next available flight, in accordance with the applicable regulations on civil aviation and migratory matters, as well as in accordance with the orders of the authority according to each case, except in Colombia in which case it will be the responsibility of the Passenger to pay for his/her return flight with his/her own funds, as well as his/her food and lodging. For Passengers not admitted in the United States and Colombia, if the return flight has been purchased with Volaris, the airline may use it to return the Passenger.

The airline will not be responsible for any reimbursement of the cost of the Ticket or additional or special services purchased by the Passenger, as it is not a cause attributable to the airline.

Regardless of the information provided to the Passenger by Volaris agents or employees as customer service, the Passenger is responsible to verify the complete and updated information in the corresponding official government channels.

### **Section 4. Onboard services**

The onboard service must be understood as the one that the Passengers require during their flight, in addition to those acquired prior the departure, for which purpose they must comply with the airline's policies and if applicable pay the corresponding additional costs, since these services are not included in the reservation acquired.

These onboard services include, but are not limited to, the purchase of food, beverages, and/or seat change. Onboard services do not constitute a duty for Volaris, since the provision of the said services or not, will be determined in accordance with the flight conditions and the individual needs of each passenger.

For flights with origin or destination in the United States, onboard services will be provided at the request of the Passengers with disabilities, at the request of someone who acts on behalf of them, or when offered by staff and accepted by Passengers with disabilities.

### **Section 5. Tickets.**

Tickets are not transferable and non-refundable. It is the Passenger's sole responsibility to provide his/her name and all the information needed, properly and complete, in order to receive the service, and to verify that it is well written.

The Ticket is valid on the schedule, date, routes or destinations established on it as long as the Passenger complies with all the 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.

### **5.1 For flights with origin or destination in the United States of America**

The Passenger has the right to cancel his/her flight and request the Ticket refund provided that he/she inform Volaris within the 24 (twenty four) 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 (seven) days or more before the scheduled date and time of departure. In case of changes to the flight date, the Passenger shall pay for the corresponding tariff leveling.

### **5.2 For flights with origin in Mexico**

The Passenger has the right to cancel his/her flight and request the Ticket refund, provided that he/she inform Volaris in the 24 (twenty-four) hours next to the purchase and only if the Passenger has not checked-in to his/her flight either by electronic means or at the airport; otherwise the return will not proceed. For flights with origin in Mexico, notwithstanding the tickets are not transferable and non-refundable, in the event that the Passenger cancels his/her reservation within the 24 (twenty-four) hours after the purchase, he/she may request a refund of the amount paid for Airport Use Fee and/or fees, either in cash, bank transfer, or electronic credit, at his/her choice. In the event that the Passenger does not cancel his/her reservation within the period indicated in this paragraph, or does not board his/her flight for reasons not attributable to Volaris or the operating airline, he/she may request, within thirty days following the date of the flight not boarded, the refund of the amount paid for the Airport Use Fee and/or fees, which will be refund through the issuance of an electronic credit.

### **5.3 For flights with origin in Central and South America**

The Passenger has the right to cancel his/her flight and request the Ticket refund, provided that he/she exercises his/her right of withdrawal, waiver, cancellation, reversal of payment, refund or similar, as the case may be, in accordance with the Terms and Conditions Cancel Your Reservation published on the Web Site, which may be consulted through the Call Center, the mobile application or at the Passengers' service modules at the airport, as well as in accordance with the regulations and/or applicable international Treaties.

## **Section 6. Check-in**

The Passenger shall arrive at Volaris' check-in counter at the Airport at least 180 (one-hundred and eighty) minutes before the scheduled flight departure time, in order to carry out the check-in process with the airline and immigration and security controls with the corresponding authority. Notwithstanding the foregoing, for flights with origin in Colombia and only in high season, the Passenger must arrive at the Airport's check in counters at least 240 (two hundred and forty) minutes before the 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, which may be also consulted 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 60 (sixty) minutes before the scheduled flight departure time, with the boarding pass and an official ID, and, as the case may be, those documents that the immigration authority requires, which must be shown to Volaris personnel in order to board the aircraft.

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.

Unless the applicable law expressly provides otherwise, 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 7. Baggage**

The Passenger has the right to carry the checked baggage and carry-on baggage included in the reservation selected by the passenger: Vuela Zero, Vuela Basic or Vuela Plus, and also need to comply with the size, weight and volume 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 the Passengers' service modules at the airport. Volaris will provide the Passenger with a baggage check for each piece that is delivered for transportation in accordance with the applicable regulations.

### **7.1 For Interlineal Flights**

The Passenger can carry checked baggage and carry-on baggage that complies with the

size, weight and volume policies established on the Ticket issued by the Selling Airline, according with the policies of the Airlines that gives the Interlineal Service and with the applicable International Treaties, 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 the equivalent to the excess of baggage, which include 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.

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 applicable law and/or international treaties and its own terms and conditions.

## **7.2 For flights operated by Volaris**

### **7.2.1 Baggage identification**

All baggage shall be identified on the inside and outside, with the Passenger's name and address. It is the Passenger's solely responsibility to make sure that the code indicated in the ticket of the checked baggage has the correct personal or service information, also it is the Passenger's responsibility to make sure that the code match with the pieces and registered numbers.

### **7.2.2 Excess of baggage**

On all Volaris flights, in case that the Passenger travels with more checked baggage or carry-on baggage than the allowed with no additional charge or the included in the acquired reservation, or the baggage does not meet all the size, weight and/or volume requirements, the Passenger must pay for the excess of baggage, in accordance with the applicable fares, plus taxes, which total cost, as well as the terms and conditions may be consulted on the Web Site, the Call Center, mobile application or at the Passengers' service modules at the airport.

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

### **7.2.3 Not allowed and prohibited baggage**

Due to official provisions, there are some dangerous goods whose air transportation is prohibited, so it is the Passenger's sole responsibility to verify the applicable regulations of the country of origin and destination of the flight. Notwithstanding the foregoing, the Passenger may verify the detail of the objects not allowed and prohibited on the Web Site, through the Call Center, mobile application or at the Passengers' service modules at the airport.

As an example, but not limited to, the Passenger MUST NOT CARRY in his/her checked baggage: medicines, perishable items, liquids, fragile items, weapons of any kind, gases, flammable substances, lighters, corrosive items, explosives, magnets, hoverboards, batteries or accumulators, among other things.

The Passenger must not carry valuable items in his/her checked baggage, such as money, jewelry, art pieces, precious stones or metals, trading documents, securities, stocks, bonds, passports, glasses, electronic devices such as radios, cell phones, computers, cameras, among others. For flights with origin or destination in the United States, Volaris does not recommend the transportation of such valuable items in his/her checked baggage.

In case of carrying such items, the Passenger must declare them in the Volaris check-in counters at the airport, as well as to the competent authorities of the airport.

Passengers must not transport in their carry-on baggage cutting, stinging, sharp objects, nor liquids, gels, sprays or aerosols of more than 100 ml.

For operational security reasons, all luggage will be subject to inspection by Volaris and/or the competent authorities. Volaris will not be responsible for luggage or objects that are retained or confiscated by the competent authorities.

#### **7.2.4 Baggage loss, destruction or damage**

Volaris is not responsible for previously damaged baggage or in poor state, oversized or overweight baggage, as well as any damages caused by security inspections in charge of a third party or airport authority.

The Passenger must file any baggage-related claim to the Volaris personnel in charge of it within the deadlines established in the applicable law, including, but not limited to, the applicable international treaties.

In case of damaged luggage, the lack of claim by the Passenger in time will presume that it was delivered in good condition.

The determination of the responsibility of the Airline, as well as the compensation for destruction, loss or damage of luggage will be regulated in accordance with the limits of responsibility established by the applicable law and/or the international treaties. For flights with origin or destination the United States, the 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. In no case will Volaris be responsible for pre-existing damage to baggage or if the damage has been caused by inadequate packaging. When the damage to the baggage cannot be repaired, an amount of compensation will be assessed based on the value of the baggage and its depreciation.

## 7.2.5 Baggage loss, destruction or damage

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, and according to the limits of responsibility of the applicable law and/or the international treaties. The Passenger must file his/her claim to the Volaris personnel in charge of the luggage within the terms established in the applicable law and/or the international treaties.

## Section 8. Flight delays

In case of flight delays, the compensation would be determined in accordance with the international treaties and/or applicable law, and by the Airline's compensation policies duly registered with the competent authorities, which may be consulted on the Web Site, through the Call Center, mobile application or at the Passengers' service modules at the airport.

### 8.1 Measures in flight delays

In cases of delays attributable to the airline of more than 1 hour and less than 4 hours, the Passenger will be granted a discount for a subsequent flight and to any destination operated by Volaris, through an electronic credit (hereinafter Electronic Voucher), which may be applied as a discount on the ticket fare according to the following amounts and assumptions:

- I. In delays of more than 1 hour and less than 2 hours, the affected Passenger will be granted an Electronic Voucher for a value of MXN \$50.00 or its equivalent in foreign currency, as compensation.
- II. In delays of more than 2 hours and less than 4 hours, the affected Passenger will be granted an Electronic Voucher for a value of MXN \$250.00 or its equivalent in foreign currency, provided that the equivalent to 7.5% of the ticket price is less than the indicated amount. If 7.5% of the Passenger's ticket price is greater than MXN \$250.00 or its equivalent in foreign currency, the affected Passenger will be granted an Electronic Voucher for the amount corresponding to 7.5% of the value of the air transportation ticket that was purchased. Likewise, when the delay mentioned in this paragraph occurs, meals will be provided in accordance with the provisions of point 3 of this policy.

In case of delays of more than 4 hours due to causes attributable solely to the airline, the Passenger, at his/her choice, may access one of the following options:

- a) Reimburse the price of the ticket or reservation or the proportion that corresponds to

the unused route.

- b) Offer the Passenger, by all the available means, substitute transportation on the first available flight and provide him/her, at least and free of charge, access to telephone calls and email; meals in accordance with the waiting time until boarding on another flight; hotel accommodation at the airport or in the city when an overnight stay is required and, in that case, ground transportation to and from the airport.
- c) Transportation, at a later date that is convenient to the Passenger, to the destination to which the flight has been canceled.

In cases in which the flight delay is due to a fortuitous event or force majeure, Volaris' responsibility shall be limited to transporting the Passenger on the next available flight or to refunding the cost paid for the unused route, whether either through reimbursement or through an electronic credit for future transportation. It will be at Volaris' choice, depending on the circumstances, to cover the costs of hotel accommodation and meals; these benefits will effectively be available for flights with origin in Honduras.

## **8.2 Compensation**

In the cases of subparagraphs a) and c), the Airline must also cover compensation in accordance with the regulations and/or applicable international treaties. The information can be consulted in the Compensation Policies published on the Web Site.

## **8.3 Delays of interlineal flights**

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

## **Section 9. Overbooked or cancelled flights**

### **9.1 For flights with origin in the United States of America:**

For flights with origin in the United States of America, Passengers will be provided alternate transportation and/or compensation in terms of the regulations of the Department of Transportation (DOT).

In the event of cancellations by the airline and if the consumer decides not to travel on the alternate flight offered as protection, consumers are entitled to a refund of the ticket price and/or associated fees, only for unused transportation. Volaris is not obligated to provide passengers with money or other compensation for expenses other than the canceled flight ticket and fees directly linked to the flight ticket, or to reimburse the Passenger for travel expenses affected by the canceled flight, such as, without limiting hotel expenses, vacations, tickets to concerts or other events, or lost wages.

In the case of overbooking, Volaris will request volunteers to travel on an alternative flight in exchange for the benefits that Volaris will let the Passengers know when requesting said volunteers, informing them of the terms and conditions. The Passengers with disabilities, seniors, children without company or pregnant women will have priority for boarding the flight in the seats left by the volunteers.

## **9.2 For flights with origin in Mexico, Central and South America**

### **9.2.1 Measures**

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.

### **9.2.2 Compensation**

#### **9.2.2.1 For flights with origin in Mexico**

In the cases of the subsections I and III above, Airline shall compensate the affected Passenger with 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.

#### **9.2.2.2 For flights with origin in Mexico, Central and South America**

In the cases of subsections I and III above, the Airline must also cover a compensation in accordance with the regulation and/or applicable international treaties. The information can be consulted in the Compensation Policies published on the Web Site, which can be consulted through the Call Center, mobile application or at the Passengers' service modules at the airport.

In the cases in which the flight cancellation was caused by a fortuitous event or force

majeure, Volaris' responsibility will be limited to transporting the Passenger on the next available flight or refunding the cost paid for the unused route, either through reimbursement or through an electronic credit for future transportation. It will be at Volaris' choice, depending on the circumstances, to cover the costs of hotel accommodation and meals; these benefits will effectively be available for flights with origin in Honduras.

### **9.2.3 Request for volunteers in case of overbooking**

In case of overbooking, Volaris will ask for volunteers to travel on an alternate flight, in exchange, of 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 in the seats left by the volunteers.

### **9.3 For Interlineal Flights.**

In case the Selling Airline have issued Tickets that exceed the aircraft available capacity or in case a flight is canceled because of imputable causes to such Airline, resulting in the denial of boarding to a Passenger, 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 and/or cancellation.

## **Section 10. Fares.**

The fares are freely established by Volaris.

## **Section 11. Volaris Information and Advertising.**

All text, images, data, graphics, brands, logos and the Web Site are property of Volaris or are 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 12. Passenger responsibility**

Further to the other Passenger responsibilities established in above Sections, the Passengers agree that they shall present official identification and follow check-in and boarding procedures established by Volaris for providing the air transportation service. Additionally, the Passengers agree that they shall observe and comply with the obligations within the Biosecurity Protocols implemented by Volaris for providing the air transportation service.

Furthermore, Passenger acknowledges and agrees that in case he/she does not comply the obligations established in this Agreement and other Volaris' policies regarding the provision of air transportation, 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, Passengers' service modules at the airport, 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 Agreement, holding Volaris safe and harmless of any responsibility of any kind and nature.

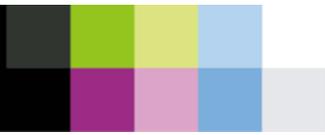
### **Section 13. Jurisdiction**

In the event of compensation for damages related to the death or injury of Passengers, delays and/or cancellations in air transportation of Passengers, loss, damage, delay or destruction of baggage or cargo, the Passenger or the person who purchases a ticket for air transportation on behalf of the Passenger, may submit his/her claim under the terms of the Montreal Convention.

In any other case of controversy or any conflict, the Passengers, regardless of the place of purchasing, as well as the origin and/or destination of the purchased flight, are subject to the jurisdiction of the courts of the country of origin or destination of the flight, renouncing any other jurisdiction that, due to their present or future addresses, or for any other cause may correspond to them. For flights to and from the United States, any dispute may be brought before any court of competent jurisdiction, including a court within the passenger's jurisdiction of residence in the United States.

For flights with origin or destination in the United States, Passengers traveling on a trip that includes a final destination or a stopover in a country other than the country of departure are cautioned that the provisions of an international treaty (the Warsaw Convention, the Montreal Convention of 1999 or another treaty), as well as the Agreement of carriage itself or the fares provisions of the carrier, may be applicable to the entirety of his/her trip, including any part that takes place entirely in the countries of departure and destination. The applicable treaty governs and may limit Volaris' liability to Passengers for death or personal injury, destruction, loss or damage to baggage, and for Passenger and baggage delay. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of Volaris' liability under an international treaty. For more information, consult your airline or insurance company representative.

### **Section 14. Amendments**



Volaris may modify this Agreement at any time, except as provided by regulation. The transportation is governed by the conditions in force on the date the Passenger purchased his/her ticket, although Volaris could apply, with prior notice to the Passenger, the modified conditions when reasonably necessary for security or operational reasons, or when they do not cause Passengers some reasonably negative implication.

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