

## Terms and Conditions "Annual Pass - Fly as much as you can"

These Terms and Conditions (hereinafter, the "Terms and Conditions"), are intended to regulate and establish the procedures applicable to the product called "Annual Pass - Fly as much as you can" (hereinafter "Membership"), offered individually by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., Vuela Aviación, S.A. and Vuela El Salvador, S.A. de C.V. (hereinafter collectively referred to as "Volaris"):

People who wish to acquire a "Membership", may do so under the following "Terms and Conditions", which are accepted by the Customer at the time of acquiring said "Membership":

### Definitions:

For the purposes of the interpretation and application of the provisions of this document, "VOLARIS" provides the following meanings, without prejudice to whether they are used in singular or plural, masculine or feminine:

**Customer:** It is the person who makes the subscription and contracting of the "Membership".

**Membership:** It refers to the subscription of "Annual Pass - Fly as much as you can", which gives the Customer the benefit of being able to acquire on a personal basis, without paying air base fare, air reservations in Single Flight, paying only taxes, duties, Airport Use Fee, any charge that may be imposed by the corresponding authority or airport, as well as additional services, which the Passenger may consult in [www.annualpass.volaris.com](http://www.annualpass.volaris.com), during the Term of the Membership and in an unlimited manner. This applies only to air reservations on flights operated by Volaris that are displayed within the website [www.annualpass.volaris.com](http://www.annualpass.volaris.com)

**Passenger:** Person who will be transferred through the national or international air transport service provided by "VOLARIS".

**Membership term:** Refers to the validity of the Membership which is one year (12 months) from the date of purchase.

**Single flight:** It refers to the flight purchased/contracted using the "Membership" that is made in a single direction, that is, this flight is integrated by a single segment, which only includes the transfer from a point of origin to a point of destination, direct nonstop, only on the flights shown within the website [www.annualpass.volaris.com](http://www.annualpass.volaris.com) on the routes that are operated by "VOLARIS".

**Volaris:** Refers to companies Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., Vuela Aviación, S.A. and Vuela El Salvador, S.A. de C.V.

**Domestic flight:** It refers to the flight that has as its point of origin and destination any airport where Volaris provides the air transport service and that is within the territory of the Mexican Republic.

**International flight:** It refers to the flight that has as its destination a country other than the point of origin where the flight began (eg. MEX – BOG, MEX – SAL, MEX – LIM, among others).

### Terms and Conditions:

1. If you purchased the "Membership" within the pre-sale period from June 7<sup>th</sup> to August 16<sup>th</sup> 2023 you can start enjoying the benefits of it from August 16<sup>th</sup> 2023. The validity of the Membership in any other purchase period other than that indicated in this section will be in accordance with the definition described in the definitions chapter of this document, so the benefits may be used from the date of purchase.
2. The "Membership" can only be purchased by persons 18 years of age or older.
3. "Annual Pass - Fly as Much as You Can" is only available for sale through the website [www.annualpass.volaris.com](http://www.annualpass.volaris.com)
4. To acquire the "Membership", within the website [www.annualpass.volaris.com](http://www.annualpass.volaris.com) the "Customer" must create an account to enter with an email and a password, as well as the identification data of who will act as the holder of the "Membership", which must be

registered as they appear in their official documents. The user will be the email that you have entered at the time of acquiring the Membership and cannot be changed later.

5. The Customer will receive, in the email that he has registered at the time of acquiring the "Membership", a notification where his registration will be confirmed. It is the Customer's responsibility to memorize the password entered into the system, as well as to safeguard it and avoid sharing it with third parties, since any use and/or purchase made through the user of said "Membership" will be understood to be made by the holder thereof, therefore, Volaris will not be responsible for the inappropriate use made with said "Membership". In case the password has been forgotten, it can be reset from the website **www.volaris.com** in the Customer's profile section.
6. The Customer will be considered as the holder of the "Membership" from the moment he has successfully registered his data and activated his "Membership", which will occur until the moment in which the total payment is successfully made.
7. On the day immediately following the end of the validity of the "Membership" and if the Customer does not cancel the renewal, an automatic charge will be made to the debit or credit card that the Customer has registered at the time of purchase, for the price of \$ 7,999.00 M.N. (seven thousand nine hundred and ninety-nine pesos 00/100 M.N.) or \$ 799.99 USD (seven hundred and ninety-nine 99/100 US dollars) United States of America), according to the currency chosen by the Customer for the payment for the renewal.
8. Once the renewal charge described in the immediately preceding paragraph has been duly applied, the Validity of the "Membership" will be renewed automatically and it will be extended for a similar period of one year (12 months).
9. In the event that the renewal charge described above cannot be made satisfactorily, due to lack of funds or any other reason, and if you do not cancel the renewal of the "Membership" prior to the end of its Term, "Volaris" may suspend the use and benefits of the "Membership", until such charge is fully covered.
10. "Volaris" may change the price for renewal from time to time, however, any change in prices will be applied no earlier than 30 calendar days following notification of such change; the notification will be made to the email that the Customer has registered as a user. If you do not wish to accept the price change you may cancel your membership renewal before the change takes effect.
11. Likewise, the Customer may cancel the renewal of his "Membership" at any time, following the steps indicated within the "Cancellation of Membership" section of this document.
12. To obtain the benefits of the "Membership", the customer must access the **www.annualpass.volaris.com** website and log in with their member data "Annual Pass - Fly as much as you can" (username and password).
13. The "Membership" is personal and non-transferable, so only its holder may make use of it and its benefits, the "Membership" may not be transferred, or in any way assigned to a third party.
14. It is the responsibility of the Customer to have enough space in his mail and to register as allowed mail the accounts: **notificaciones@tuviaje.volaris.com**, **promociones@experiencias.volaris.com**, **notificaciones@paseannual.volaris.com** so that he can receive notifications regarding his "Membership" as well as the confirmation email of registration/activation of the same.
15. The additional services that the "Customer" wishes to acquire are not included in the benefits of the "Membership" and must be paid before the flight.
16. Customers of the "Membership" automatically become members V.CLUB, being able to purchase flights with the advertised prices of V.CLUB during the purchase process in **www.volaris.com**. Check terms and conditions of V.CLUB **here**. The benefits of the "Membership" and V.CLUB cannot be used simultaneously, since the flights available to be purchased with the "Membership" are only those offered on the website **www.annualpass.volaris.com**
17. If "Volaris" detects improper use or in contravention of the provisions of these "Terms and Conditions" of the "Membership", the "Customer" hereby accepts and consents that "Volaris" may cancel the Membership, as well as the flights purchased with it, without any liability for "Volaris".

## Using the "Annual Pass - Fly as Much as You Can" membership:

1. The "Customer" must book the flights to which he is entitled under the "Membership" through the **www.annualpass.volaris.com** site or he can use the email address he registered at the time of acquiring the "Membership" as a user to buy/acquire an air reservation with the cost of the fares V.CLUB in **www.volaris.com**
2. The "Customer" must have the "Membership" active in order to be able to make air reservations either through the **www.annualpass.volaris.com** website or to buy/acquire an air reservation with the cost of the fares V.CLUB on the **www.volaris.com** website; otherwise you will not be able to make use of the benefit granted by the "Membership". The "Customer" may make use of the reservations that have been acquired prior to the termination of the "Term", even if he has requested the cancellation of the renewal of the "Membership".
3. The "Membership" only allows you to book and purchase single and direct flights only with respect to the flights shown within the **www.annualpass.volaris.com** website, which are operated by Volaris, not being available round, stopover, connecting or codeshare flights.
4. For domestic flights, the "Membership" will only allow you to purchase/book flights whose departure date is scheduled within twenty-four (24) hours from the moment the Customer consults the flights that are available within the **www.annualpass.volaris.com** website. In order for the Customer to be able to book the flight shown in said consultation, the Customer must at that moment complete the purchase of the flight he wishes to purchase. The flights shown as available may be modified according to the time or date on which the Customer consults the website **www.annualpass.volaris.com**
5. For international flights, the "Membership" will only allow you to purchase flights whose departure date is scheduled within a maximum period of three (3) calendar days, counted from the moment the Customer consults the flights that are available within the **www.annualpass.volaris.com** website. In order for the Customer to be able to book the flight shown in this consultation, the Customer must at that moment complete the purchase of the flight he wishes to purchase. The flights shown as available may be modified according to the time or date on which the Customer consults the website **www.annualpass.volaris.com**
6. The "Customer" may only use the "Membership" to make the reservation for one seat for each flight and only under his name.
7. It is the responsibility of the "Customer" to have the official identification documents in force and comply with all immigration and other requirements determined by the competent authorities to be able to make the flight, in accordance with the legal regulations of the country of destination and/or origin. The failure of the "Customer" to comply with these requirements, releases "Volaris" from any responsibility regarding the use and / or payment of his "Membership" without the possibility of recovering the flights and / or any cost covered by them.
8. The "Customer" must cover in each Single Flight that is booked with the "Membership" the cost corresponding to taxes, duties, Airport Use Fee and any charges that may be imposed by the corresponding authority or airport, as well as additional services, which the "Customer" may consult in **www.annualpass.volaris.com**, at the time of purchasing the corresponding flight. This cost can only be covered by credit or debit card.
9. The holder of the "Membership" is the only one who can make use of its benefits; therefore, it is not allowed to change the name for the "Membership" or for the flights purchased with it.
10. The "Customer" may add the additional services required in each reservation, through **www.volaris.com**, the Volaris mobile application, Call Center or directly at the airport, which are not included in the benefit of the "Membership" and whose costs must be covered in full by the "Customer".
11. Flights purchased through the "Membership" are governed by the baggage policy of "Volaris" and it is applicable for the "Membership" the baggage allowance for the Zero V.CLUB fare, which can be consulted **here**

12. In case the payment corresponding to the flight has not been made correctly, it will be put in "Pending payment" status, being the responsibility of the customer to contact the Call Center: Phone number: México +52 (55) 1102 8000, Estados Unidos +1 855 VOLARIS (8652747), Guatemala +502 2301 3939, Costa Rica +506 4002 7462, El Salvador +503 2504 5540, Colombia +57 60 1744 3272, Honduras +504 2202 7900, Perú +5116449040 y TTY- +1 (855) 425-2002, or enter the page [www.volaris.com/mytrips](http://www.volaris.com/mytrips) to complete the transaction.
13. The "Customer" may book or purchase any flight that is shown as available on the site [www.annualpass.volaris.com](http://www.annualpass.volaris.com) under the conditions mentioned in the previous paragraphs.

## "Membership" Renewal:

1. By acquiring the "Membership", the "Customer" accepts that it will be renewed automatically and until the cancellation of the renewal is requested in accordance with the terms of this document;
2. The corresponding payment for the renewal of the "Membership" will be made automatically charged to the credit or debit card that the "Customer" registered at the time of acquiring the "Membership" the day immediately following the end of the validity for the price of \$ 7,999.00 M.N. (seven thousand nine hundred and ninety-nine pesos 00/100 M.N.) or \$ 799.99 USD (seven hundred and ninety-nine 99/100 dollars of the States United States of America), according to the currency chosen by the Customer for the payment of the "Membership", for its renewal. In case of paying in a currency other than those indicated above, the exchange rate in force on the day of purchase must be taken into account.
3. Once the renewal fee described in the immediately preceding paragraph has been duly applied, the "Membership" will be automatically renewed and extended for a similar period of one year (12 months).
4. In the event that the renewal charge described above cannot be made satisfactorily, due to lack of funds or any other reason, and if the "Customer" does not cancel the renewal of the "Membership" prior to the conclusion of the Term, "Volaris" may suspend the use and benefits of the "Membership" until such charge is fully covered.
5. "Volaris" may change the price for renewal from time to time, however, any change in prices will be applied no earlier than 30 calendar days following notification of such change; the notification will be made to the email that the Customer has registered as a user. If you do not wish to accept the price change you may cancel your membership renewal before the change takes effect.
6. The cost of the "Membership" and its mentioned renewals only cover the cost of the "Membership", which gives access to the exclusive benefits mentioned above and published in "[www.annualpass.volaris.com](http://www.annualpass.volaris.com)", so in case of acquiring a flight under the protection of this benefit the "Customer" must only have on each flight purchased with the "Membership", with any of the forms of payment authorized by "Volaris" taxes, duties, Airport Use Fee, any charge that may be imposed by the corresponding authority or airport and other services that you intend to acquire.
7. The Customer can access his profile, within the [www.annualpass.volaris.com](http://www.annualpass.volaris.com) website, within the "Payment and billing" section to modify and/or update his credit or debit card.
8. The annual charge for the "Membership" will be reflected in the bank statement of the "Customer" as PASE ANUAL MXN or PASE ANUAL USD or PASE RECUR MXN or PASE RECUR USD or Volaris Pase Anual CGO Aut or Volaris Pase Anual AXPG or Volaris Pase Anual CGO USD or Volaris Pase Anual USD AXPG.
9. At the time of requesting the acquisition of the "Membership" a first charge of \$ 20 MXN (Twenty pesos 00/100 M.N.) will be made to validate the credit or debit card that was entered as a form of payment. This charge will be refunded within a period not exceeding 10 business days or will remain reflected in the process on the credit or debit card without generating the charge.

10. The "Membership" will remain in force until the conclusion of the contracted period of one year (12 months) and until the "Customer" does not request the cancellation of the renewal and, provided that the payment of the annual renewal is correctly made, so it is the responsibility of the "Customer" to ensure that the renewal of the "Membership" is successfully renewed every year, for which, in case of doubt, you can contact **here**. When entering the site "Your Experience" you must click on "Raise a clarification", complete the form that is indicated clearly and precisely and at the end click on "Send".
11. In case the recurring charge is not successful, several attempts will be made to charge the credit or debit card provided by the holder of the "Membership" and an email will be sent to the registered account, where you will be notified of the declined charge and you will be given the option to update your payment method within your profile in **www.annualpass.volaris.com**

### **Membership Cost:**

12. The cost of the "Membership" will be the one published on the website **www.annualpass.volaris.com**, the "Customer" must pay the current price announced at the time of acquisition of the "Membership"; likewise, the "Customer" must pay the current price announced at the time of renewal of the "Membership".

### **Customer Service:**

1. For any type of clarification, the owner must contact us **here**. When entering the site "Your Experience" you must click on "Raise a clarification", complete the form that is indicated clearly and precisely and at the end click on "Send", if your clarification is not specifically linked to an air reservation you must omit filling in the field "PNR/Reservation key", and describe specifically in the "Request" field the reason for your clarification.

### **Cancellation of membership and renewal:**

1. Once the "Membership" has been purchased, it cannot be canceled, and its total or partial cost is not refundable.
2. In the event that the "Customer" does not wish to continue using the "Membership" and, therefore, wishes to cancel the automatic renewal of the same, he may request it at any time by clicking **here** (when entering the site he must click on "Raise a clarification", complete the form that is indicated clearly and precisely and in the "Request" section indicate that he wants to cancel the renewal, at the end click on "Send")
3. If the "Customer" requests the cancellation of the renewal of his "Membership", he may make use of his benefits until the end of its validity; therefore, once the Validity has ended, the Customer will not be able to reactivate his Membership again, so, if the "Customer" subsequently decides to enjoy the benefits of the "Membership" he must request and pay the current cost of a new "Membership", creating a new username and password and different from those of his previous "Membership".
4. In the event that the "Customer" initiates any type of clarification before his banking institution regarding the annual charge of the "Membership" or regarding the charge made for any flight purchased with the "Membership", he will not be able to dispose of the benefits of said "Membership" or the flights acquired with it until said clarification process is completed and the corresponding payment of the "Membership" is made in order that the it is paid and in force.

### **Right of withdrawal in Central and South America:**

1. For purchases originating in Guatemala, Honduras and Colombia, when they have been made on the **www.annualpass.volaris.com** website, you have the right to request the reimbursement of your "Membership", provided that

you inform Volaris within 5 working days after the purchase and provided that you have not made use of it; otherwise the return will not proceed.

2. In the case of purchases originating in El Salvador and Costa Rica, when they have been made on the **www.annualpass.volaris.com** website, you will also have the right of withdrawal and request the reimbursement of your "Membership", provided that you inform Volaris within 8 working days after the purchase and provided that you have not made use of it; otherwise the return will not proceed.

## **Billing:**

1. The "Customer" may print his electronic invoice regarding the annual payments of his "Membership" once he has made the payment thereof, to obtain his invoice he must access the **www.factura.volaris.com** page, in which he must enter his "billing key" and his surname, once the previous data has been entered, the corresponding invoice will be available for download. The "Customer" will be able to obtain the "billing key" by logging in with his username and password of his "Membership" on the **www.annualpass.volaris.com** page by entering the "billing" section.
2. It is the customer's responsibility to correctly enter their billing information in the system at the time of purchase, otherwise the invoice issued cannot be corrected.

## **Fraud prevention:**

1. All transactions made in **www.volaris.com** and **www.annualpass.volaris.com** will be reviewed with a fraud prevention system, in case any irregularity is detected in the transactions, "Volaris" may cancel, without any liability, them without prior notice.

## **Flight changes and cancellations:**

1. Any change of date, time, route or cancellation of flight purchased with the "Membership" is subject to the current change policies, as well as the terms and conditions published in <https://cms.volaris.com/en/site-information/legal-information/> therefore, if the "Customer" wishes to make any type of modification to his original reservation he will have to cover the total cost of the "Change Fee" as well as the cost of the air fare of the new flight, in addition to the payment of fees, taxes, duties and/or any other charge that corresponds according to the applicable legislation; with the exceptions noted herein. Name changes will not be allowed.

## **Airline tickets:**

1. The passenger air transport service provided by "Volaris" is subject to the Policies, Terms and Conditions published on its website **www.volaris.com**
2. The cost of the air base fare will be covered by the income obtained by Volaris for the payment of the "Membership".

## **Privacy Notice:**

1. On the websites **www.volaris.com** and **www.annualpass.volaris.com** of Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., with address at Antonio Dovali Jaime, número 70, Torre B, Piso 13, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, C.P. 01210, México, Ciudad de México, de Vuela Aviación, S.A. with address at Parque Empresarial Aerocentro piso 2, Radial Francisco J. Orlich, Río Segundo, Alajuela, Costa Rica, C.P. 20109 and Vuela El Salvador, S.A. de C.V. with address at Centro Profesional Madre Tierra, Edificio 10, Nivel 1, Boulevard Orden de Malta Sur, Urbanización Santa Elena, Antiguo Cuscatlán, Departamento de la Libertad ("Volaris"), we are committed to protect the privacy of your personal data. When we collect your personal data through these websites we will use them only to provide you with the benefits offered by the "Membership", applicable to the passenger air transport service provided by "Volaris"; Likewise, this data will be used to track your reservation, provide you he additional products or services contracted, carry out surveys of the contracted service, as well as for you to receive

by e-mail or telephone information about the promotions and additional services that we or our business partners offer. To know how to exercise your rights over your personal data, consult the full Privacy Notice on our website [www.volaris.com](http://www.volaris.com) and [www.annualpass.volaris.com](http://www.annualpass.volaris.com)

## **Jurisdiction and Legislation:**

1. The "Customer", regardless of his nationality, agrees to submit to the laws and competent courts of the country of origin where the "Membership" was acquired to settle any type of dispute with "Volaris" arising from these "Terms and Conditions", as well as the use of the "Membership" and the flights or reservations purchased with it, renouncing any other jurisdiction that, due to its present or future addresses, or for any other reason, may correspond to it.
  - a. Mexico: Legislation and Competent Courts in Mexico City
  - b. Guatemala: Legislation and Competent Courts of Guatemala City
  - c. El Salvador: Legislation and Competent Courts of the City of San Salvador
  - d. Honduras: Legislation and Competent Courts of the City of Tegucigalpa
  - e. Costa Rica: Legislation and Competent Courts of San José
  - f. Colombia: Legislation and Competent Courts of the city of Bogotá
  - g. Peru: Legislation and Competent Courts of the city of Lima
  - h. United States: Consumer Protection Legislation and Regulatory Authorities
2. In the event that the country of origin where the "Membership" was purchased is not mentioned above, the "Customer" agrees to submit to the laws of the competent courts of Mexico City, Mexico, to settle any type of dispute with "Volaris" derived from these "Terms and Conditions", as well as the use of the "Membership" and the flights or reservations acquired with it, renouncing any other jurisdiction that, due to its present or future addresses, or for any other reason, may correspond to it.
3. In the event that the dispute arises from the provision of the passenger air transport service and not from the use of the "Membership", the applicable legislation and jurisdiction will be that established in the passenger air transport contracts of the airline that operated the flight, which are published in the legal information of the [www.volaris.com](http://www.volaris.com) website.