

Terms and Conditions of Scheduled International Air Passenger Services

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

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

Sales Channels

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

1. Call Center:



01 (55) 1102-8000
1 855 VOLARIS (8652747)
502-2301-3939
506-4002-7462
503-2504-5540
505-2251-2198

2. Airports. Flight tickets may be purchased by our customers at the sales offices or counters available for that purpose at any of the airports where Volaris manage their flights.
3. Website. Through www.volaris.com our customers may purchase flight tickets, manage their flights and do their check in.
4. Volaris App. Through the Volaris App for Android, IOS and Windows mobile devices, our customers may purchase flight tickets, manage their flights and check in.

Additional Services

Additional services may be purchased by our customers at our Website www.volaris.com.

Notification of delays, cancellations and known deviations

We shall provide our Customers with available information on delays, cancellations and known deviations through any available means, including through the information that you provided during your purchase, as soon as we are aware of such situation. We made inform you by: telephone, e- mail, at the airports, boarding gates, passenger attention modules and through airport screens (where available), through our crew members, airport service personnel and our website.

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

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

Check-in

The customer must complete the check-in process electronically through our website www.volaris.com, the Volaris App, or at our counters at the different airports.

Customers must arrive at the airport of their origin flight with the time in advance specified when the ticket was purchased, carrying with him/her any necessary identification documents which must comply with the applicable immigration requirements in the country of destination on the date of the flight, and with any other requirements from the country or countries where the intermediate segments take place.

For information on check-in times visit www.volaris.com.

Check-in shall be made as follows:

Customers with boarding pass.

For customers with a previously printed boarding pass or who checked-in online through the Volaris App, as provided in www.volaris.com.

In addition to the boarding pass, the customer must print, in advance, the applicable bag tag for the baggage allowance and/or have purchased additional optional services. Customers who do not comply with the weight and size specifications contained in our baggage policy regarding free baggage allowance (www.volaris.com) and that did not buy additional services for baggage allowance, shall be sent to the Customer Service Area where they'll be able to purchase additional services if they wish to carry more baggage than the allowance included in their ticket.

Customers without boarding pass.

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

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

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

Boarding

Passengers must be at the last boarding gate sufficiently in advance and as informed when check-in and must follow the boarding instructions of the airline personnel.

Restrictions on boarding

Volaris shall be entitled to deny transportation to people and/or their baggage when, in accordance with the applicable regulations and security measures, Volaris reasonably considers that this could be a risk or danger, or that the transportation of such person, baggage and/or belongings is prohibited by applicable law. To this end, Volaris shall be entitled to search any persons and their baggage and/or belongings to be carried on board the aircraft as provided by the applicable legal provisions.

People entitled to special services:

Passengers with disabilities are entitled to be transported in accordance with the corresponding safety measures and to transport with them wheelchairs, walkers, prostheses or any other instrument, provided the use of such instrument is personal and directly related to their disability. For international flights, the provisions of international treaties will apply.

Passengers requiring a medical oxygen tank must notify the Airline at least 72 (seventy-two) hours in advance of their scheduled departure. Passengers who require the use of a ventilator, respirator, continuous positive pressure machine or portable oxygen concentrator of their own, must notify the Airline at least 48 (forty eight) hours in advance of their scheduled departure.

Pregnant Women

Pregnant women can travel without any restriction during the first eight months (36th week) of pregnancy in any route. As of the ninth month of pregnancy or seven days before delivery, they may travel by carrying a medical certificate or an executed release of responsibility in favor of Volaris.

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

Passengers of Size

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

Sick passengers

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

Passengers with disabilities and/or reduced mobility can travel without having to provide a health certificate, sign any waivers or forms or comply with any special requirements, except in cases where the passenger:

- Is traveling on a stretcher or incubator
- Requires oxygen during the flight
- Has any of the medical conditions considered as contraindications to air travel according to the World Health Organization (WHO). In these cases, the passenger shall be required to provide a health certificate of fitness to fly.
- When the intellectual or psychosocial capacity of the passenger prevents him/her from behaving and follow instructions without assistance.

Passengers with disabilities and/or with reduced mobility shall be located, depending on availability, in the seats closest to the boarding door according to the Airline's safety measures.

Wheelchairs shall be checked in as baggage, at no additional cost to the passenger. If the passenger with disability and/or reduced mobility wants to check-in an additional wheelchair, he/she may do so as part of his/her baggage allowance or by paying the corresponding charge for excess baggage.

Check-in of wheelchairs with wet battery shall be subject to the applicable Official Mexican Standard (Norma Oficial Mexicana) regulating the air transport of hazardous items issued by the Mexican Ministry of Communications and Transportation.

Passengers requiring a service dog:

A Passenger has the right to travel with up to two (2) service dogs in the passenger cabin without any extra charge, subject to documentation requirements, limitations and other established regulations set out in applicable law and the following terms and conditions including but not limited to:

1. Brachycephalic dogs are not allowed to travel on board the aircraft.
2. The age of the animal must be more than four (4) months
3. The service dogs must be trained for a specific task or work for the benefit of the passenger with a disability (including physical, sensory, psychiatric, intellectual or other mental disability)
4. Such dogs may be denied transportation if the animal is found to be too heavy, too large, poses a direct threat to the health or safety of others, if the animal causes significant disruption in the aircraft or at the airport or if the passenger does not provide documentation required in point (5) below.
5. If you wish to travel with service dog(s), you must provide the following documents:
 - a. **DOT Service Animal Air Transportation Form** for each dog.
 - b. **Vaccination Card** issued by a licensed veterinarian. The card must contain the following information: (1) the rabies vaccination must have been given no more than one year from the date of the flight and with no less than thirty (30) days prior to the flight; (2) valid anti-parasitic medication has been administered no more than six (6) months in advance of flight date.
6. DOT Service Animal Air Transportation Form shall be provided to Volaris at least forty-eight (48) hours prior to the departure time, unless flight ticket was purchased within such forty-eight (48) hours in which case Passenger may present required documentation at a counter.

Service dogs must behave properly in public and follow directions from its owner and must be properly harnessed or leashed and remain under the direct control of the passenger. The passenger must confirm that he or she has no reason to believe that the service dog poses a threat to the health and safety of other and assumes full responsibility for the safety, well-being, and conduct of its dog, including the interaction of the animal with crew and other passengers or passenger's property that may come in contact with the animal while on board the aircraft.

Service dogs must be seated at the customer's feet without protruding into the aisle, without occupying the foot space of adjacent passengers and may not occupy a seat. Passengers may use an approved in-cabin kennel for smaller animals provided the kennel fits under the front seat. Emergency row seating for passengers traveling with service dogs is prohibited.

Passengers with medical oxygen requirements

Passengers requiring the use of medical oxygen shall be entitled to carry a portable oxygen concentrator with them, subject to the conditions and specifications contained in the policies, terms and conditions published at www.volaris.com.

Inadmissible and deported passengers

Inadmissible passengers are those traveling with Volaris and who, for some reason, are denied access to the country of destination by the immigration authorities. Deported passengers are those who, after remaining in a country different to their country of nationality, are sent to their country of nationality due to irregularities in their status or immigration permits. In this case, the immigration authorities must prepare the migration related documents and escort such inadmissible or deported passengers.

Volaris shall review the migration related documents of such passengers. If such documents do not comply with the applicable legal requirements, Volaris shall be entitled to deny access to such passenger.

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

Transport of prisoners

Volaris may allow prisoners to be transported a provided they are escorted by representatives of a local or federal authority. No more than one prisoner per flight may be admitted and no prisoner shall be admitted if there is an inadmissible or deported passenger on the same flight. Prisoners may not be transported on interline and/or codeshare flights.

Passengers with firearms

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

Baggage

A) For flights on routes from the United States and Central America

Basic reservation:

By paying this reservation, you decide to fly without checked baggage and without carry-on luggage, you are entitled to transport at no additional charge only one personal item (must fit below the sit in front of you) no larger than 35 cm x 45 cm x 20 cm.

Classic reservation:

By paying this reservation, you are entitled to transport, the following:

- One personal item (must fit below the sit in front of you) no larger than 35 cm x 45 cm x 20 cm.
- Up to one piece of carry-on luggage no larger than 55 cm x 40 cm x 25 cm and weight no more than 10 kg.

Plus reservation:

By paying this reservation, you are entitled to transport, at no additional charge the following:

- Up to 2 pieces of carry-on luggage no larger than 55 cm x 40 cm x 25 cm and combined weight no more than 10 kg*.
- One checked bag of maximum 25 kg and a total of 158 linear centimeters.

Also, and only with this alternative (Plus reservation) you have the following additional services: (i) one personal item (must fit below the sit in front of you) no larger than 35 cm x 45 cm x 20 cm;

Important: "Due to the Transportation Security Administration (TSA) requirements, we inform you that for flights to and from the United States you are permitted to bring through the security filters at U.S. airports up to two pieces of hand luggage. We advise you to take any necessary measures to avoid inconveniences."

v.Club membership: If you already have a v.club membership and it is valid, you can purchase any of the abovementioned options for a v.club price.

Important: "Due to the Transportation Security Administration (TSA) requirements, we inform you that for flights to and from the United States you are permitted to bring through the security filters at U.S. airports up to two pieces of hand luggage. We advise you to take any necessary measures to avoid inconveniences."

Additional Baggage

To purchase additional baggage at any of our rates, go to www.volaris.com or contact our Call Center. Check prices in the Additional Service Rates section at www.volaris.com, or contact our Call Center.

B) For interline flights

The applicable baggage policy shall be based on the rate and route chosen as provided in paragraph A) above.

C) For interline flights

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

D) Baggage Liability

The airline operating the segment where any baggage is damaged or lost shall assume sole liability for any such damage or loss.

Check the Passenger Air Transport Agreement for information about compensation in case of loss or damage of your baggage, which shall be subject to the applicable laws and regulations and to the international treaties.

Flight Delays

Regarding flights originating with in Mexico, the Civil Aviation Law (Ley de Aviación Civil) and the Volaris compensation policy may apply. For more on these provisions, go to the “Legal Information” section of Volaris website at www.volaris.com.

In case of delays in flights originating outside Mexico, the provisions of the Montreal Convention or the laws of the country of the flight of origin operating the segment in question shall apply.

Overbooking or Flight Cancellation

Flights originating in Mexico and Central America

In case of overbooking or flight cancellation (for reasons attributable to the airline), the provisions of the applicable law in the country of origin shall apply in accordance with the following:

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

In the case of flight overbooking, the operating airline shall call for volunteers wishing to give up their seats in exchange for benefits agreed directly with the passenger. Passengers with a disability, the elderly, unaccompanied minors and pregnant women shall be given boarding priority in substitution of volunteers.

In cases of flight cancellation, and at passenger's option, the following shall apply:

- i. Reimbursement of the ticket price or the part corresponding to the flight segment not flown.
- ii. Providing, by all means possible, substitute transportation on the first available flight and providing, as a minimum and at no charge, telephone or cable communication services (making phone calls and sending e-mails) to the point of destination, and meals, in accordance with the waiting time before boarding a new flight; accommodation at a hotel of the airport or city where an overnight stay becomes necessary and, in the latter case, ground transportation to and from the airport.
- iii. Transportation on a later date, convenient to the passenger, to the destination for which boarding was denied.

In the cases of sections I and III above, the Airline shall also pay the affected passenger a compensation that shall be no less than 25% (twenty-five percent) of the ticket price of the flight segment not flown.

For flights originating in the United States of America

For flights originating in the United States of America, passengers shall be provided with alternative transportation and/or compensation, according to the provisions of the regulations issued by the U.S. Department of Transportation (DOT).

For Interline and Codeshare Flights

If the selling airline issues tickets that exceed the available capacity of the aircraft or the flight is cancelled due to causes attributable to such airline and results in boarding being denied to the passenger, the selling airline, depending on the applicable legislation of the point of origin, shall take the necessary actions to mitigate, as possible, the consequences of such denial to the affected customer.

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

Changes and Cancellations

Tickets are not refundable. If you fail to board your flight or if you fail to request a change within the time frame set out below, your flight, as well as its value, will be lost without responsibility to any of the operating airlines.

Name changes are allowed (for a fee) up to 4 hours before the departure time of the flight you intend to change by paying the corresponding charge. Visit www.volaris.com or contact our Call Center for costs and policies.

For **Central America**, changes to flight dates where the point of origin of the original booking remains the same, are allowed up to 4 hours before the departure time of the flight you intend to change, by paying the corresponding change fee and the fare difference, if any.

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

For flights with origin/destination from and to the **United States**, changes and cancellations are allowed in the following cases:

1. If the ticket was bought 7 (seven) days or more in advance of the flight scheduled date.
2. If cancellation is requested within 24 hours after the ticket was purchased.
3. In the case of flight changes, the corresponding fare difference must be paid.

If you purchased your flight with our codeshare partners, please review such airline's terms and conditions with respect to changes and cancellations.

Terms and conditions for the provision of services

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

Invoicing

Any invoicing of purchases made at www.volaris.com shall be made pursuant to the terms and conditions applicable to "Electronic Billing" published by Volaris at www.volaris.com. If you purchased your flight operated on codeshare, the airline with whom you purchased your ticket will be responsible for issuing the corresponding invoice. Please visit our partners website for more information.

Clarifications

For more information or possible questions regarding flights operated by Volaris Costa Rica and Volaris please send us an e-mail to tuexperiencia@volaris.com or contact our Call Center.



Personal Information and Privacy Policy

Any personal information provided by the customer to the selling airline shall be shared with Volaris Costa Rica, Volaris or our codeshare partners, as the case may be, for check-in, control and registration purposes of the passenger in question. Your personal information shall be treated according to our applicable policies and our privacy notice available on our website www.volaris.com.

To learn about your privacy (ARCO) rights go to our Privacy Notice available at “the privacy” section in www.volaris.com.

Website Terms and Conditions

For the Terms and Conditions of our website go to www.volaris.com