

TERMS AND CONDITIONS APPLICABLE TO THE “NAME CHANGE” SERVICE

This document establishes the Terms and Conditions (hereinafter referred to as the “Terms and Conditions”) applicable to the “*Name Change*” service (hereinafter referred to as the “*Service*”) offered by **Concesionaria Vuela Compañía de Aviación S.A.P.I. de C.V., Vuela Aviación S.A., or Vuela El Salvador S.A. de C.V.**, depending on the airline operating the originally contracted flight (hereinafter referred to collectively as “Volaris”).

Customers who wish to voluntarily acquire the “*Name Change*” service may do so through the “*My Trips*” section on the Volaris website, expressly agreeing to be subject to these Terms and Conditions, which the Customers acknowledge to have read, understood, and accepted at the time of requesting the Service.

DEFINITIONS

For the purposes of interpreting and applying the provisions of these Terms and Conditions, the use of the following terms shall have the meanings and implications indicated below, regardless of whether they are used in singular or plural, uppercase or lowercase, masculine or feminine, and shall be understood as defined terms:

“**Original Customer**” or “**Holder**” shall mean the person over 18 years old who acts as a passenger in an air reservation and who may acquire the “*Name Change*” service in the “*My Trips*” section of the Volaris website.

“**Change Fee**” shall mean the price Volaris will charge for each name change action. This fee can be consulted at: <https://cms.volaris.com/globalassets/pdfs/esp/ancillariesandfees.es.pdf>

“**Renamed Passenger**” or “**New Passenger**” shall mean the person designated as the new passenger in the reservation by the original customer after exercising the Service, and to whom the air transport service will be provided.

“**Website**” Volaris' official website (www.volaris.com)

“**My Trips**” or “**Mi reserva**”: the section of the Website where the Customer or Holder can check if the “*Name Change*” service is available as referenced in this document.

PURPOSE OF THE “NAME CHANGE” SERVICE

By acquiring the “*Name Change*” service, the Holder of an air reservation will have the possibility of designating, in their place, a new holder or new passenger of the reservation.

The newly designated person will appear as the New Passenger of the reservation and therefore, the one to whom the air transportation service covered by the reservation will be provided.

Furthermore, if designated in substitution of the original Holder, will also be considered the new Holder of the reservation. Once the Holder designates a new person as a replacement, the original Holder will cease to be considered a passenger of the reservation and, consequently, will not be entitled to claim the air transportation service covered by the reservation.

CONDITIONS AND RESTRICTIONS OF THE SERVICE

The Service is subject to the following conditions and restrictions:

- The Customer may acquire and validate the “*Name Change*” within the following timeframes:
 - (i) Up to 4 (four) hours before the departure of the flight for domestic flights; or
 - (ii) Up to 72 (seventy-two) hours before the departure of the flight for international flights; and
 - (iii) If the Customer has completed check-in for the flight, either electronically, at the airport, or by any other means permitted by Volaris, they will no longer be able to acquire the Service or rename passengers in the reservation through the “*My Trips*” section on the Volaris website.
- Each “*Name Change*” made in accordance with this document is subject to the Service’s terms and conditions in effect at the time of payment.
- The Customer must pay the full amount of the Change Fee announced at the time of performing the “*Name Change*” to be entitled to the Service. This must be paid for each name change in the same reservation and for each passenger.
- The Original Customer must ensure they have obtained the correct data and the consent of the Renamed Passenger to request the Service. If the Original Customer uses the data of the Renamed Passenger for other purposes or without their consent, they will be solely responsible for such unauthorized use.
- The Renamed Passenger must comply with the service conditions associated with the air reservation.
- Any refund, compensation, or indemnity that may apply will be made to the original payment method used to acquire the air reservation. If the Renamed Passenger is not the holder of the original payment method, they must provide a letter of rights assignment and request the refund, compensation, or indemnity through the Volaris Call Center.
- If the air reservation includes two or more flight segments, the “*Name Change*” will automatically apply to all segments.
- Volaris is not responsible for any errors or omissions in the data entered by the Customer when acquiring the service.
- Volaris is not responsible for the misuse of the Renamed Passenger's data by the Original Customer.
- Volaris is not responsible for any agreements that may exist between the Original Customer and the Renamed Passenger.
- If additional services were acquired for the air reservation, these will be transferred to the Renamed Passenger.
- No refunds or reimbursements apply to the Service’s Change Fee.
- In the event of a payment rejection or issue, the Original Customer must pay the amount of the Change Fee.

- If the Renamed Passenger requires special assistance, the request must be made through the official means available at: <https://cms.volaris.com/es/informacion-util/contacto/>

PROCEDURE TO REQUEST THE SERVICE

Steps to rename a Passenger:

1. **Change Request:** The Original Customer must log in to “*My Trips*” and verify if the Service is available.

They must correctly and completely provide the name, identification details, email, and any other required information of the New Passenger.

2. **Terms and Conditions:** The applicable Terms and Conditions must be accepted to continue with the “*Name Change*” process.

3. **Payment of the Change Fee:** Once the New Passenger’s data has been entered, the Original Customer must make the full payment of the Change Fee.

If the Original Customer does not make the payment or if the transaction is declined for any reason, they must pay the outstanding amount to use the reservation with the New Passengers.

4. **Authentication:** To finalize the Name Change process, the passenger must enter the code sent to the Holder’s email as a validation step.

5. **Confirmation of the Change:** If the Original Customer correctly completes all the above steps and successfully makes the full payment of the Change Fee, the name change will be finalized. The Original Customer will receive a confirmation email at the address registered with Volaris.

ADDITIONAL TERMS

If the payment of the Change Fee is rejected after being made by the Customer, for any reason, the Customer must pay the corresponding amounts by accessing the “*My Trips*” section on the Volaris website (www.volaris.com)

REPRESENTATIONS AND WARRANTIES OF THE ORIGINAL CUSTOMER

The Original Customer represents and warrants at all times that:

- They have voluntarily requested and exercised the Name Change option for one or more passengers associated with its reservation;
- They have the consent of the New Passenger to provide their personal data to Volaris to provide the Service under the terms set forth in this document;
- They have the consent of the New Passenger for the transfer of an air reservation under the conditions initially contracted by the Original Customer;
- They have provided complete, accurate, and truthful information both for themselves and for the New Passenger;

- Their actions under these Terms and Conditions do not and will not violate any law, regulation, or code applicable in any jurisdiction;
- They have the legal capacity, without requiring any other action or consent from other party, to contract and execute the Service, be bound by these Terms, and make the declarations and warranties contained herein.

If Volaris detects misuse or any action in violation of the provisions herein, the Customer and/or Holder and/or New Passenger hereby accept and agree that Volaris may cancel any passenger renaming and/or the Service without any liability or penalty.

JURISDICTION AND APPLICABLE LAW

The Customer, regardless of their nationality or the origin and/or destination of the flight, expressly agrees to submit to the laws and competent courts, either federal or local, with jurisdiction in Mexico City to resolve any disputes with Volaris arising from or relating to these Terms and Conditions, and waives any claim of inconvenient forum or other challenge to venue in any such chosen court, and agrees not to bring or maintain any such litigation before any tribunal, other than the chosen courts, that may apply due to their current or future domicile or for any other reason.

In the event that the dispute specifically arises from the provision of passenger air transportation services and not from these Terms and Conditions or the referenced Service, the applicable law and jurisdiction will be those established in the passenger air transportation contracts of the airline operating the flight, which are duly published in the legal information section of the website (www.volaris.com).

AIRLINE TICKETS

Public services for passenger air transportation provided by Volaris are subject to the carrier's policies, terms, and conditions, which are available online at www.volaris.com

In case of conflict between these Terms and Conditions and the documents mentioned above, these Terms and Conditions shall prevail only with respect to the interpretation and regulation of the Service referenced in this document.

FRAUD PREVENTION

All transactions carried out under these Terms and Conditions will be reviewed through a fraud prevention system. If any irregularity is detected in the transactions, Volaris may cancel said transactions without any liability and without prior notice, regardless of any legal actions Volaris may pursue.

ILICIT ACTIVITIES

In accordance with the Federal Law for the Prevention and Identification of Operations with Illicit Proceeds (*Ley Federal para la Prevención e Identificación de Operaciones con Recursos de Procedencia Ilícita*) and/or other applicable laws or international treaties, and as a result of certain activities carried out by Customers that are considered vulnerable activities, Volaris will share Customers' Personal Data with the corresponding authorities, which will be used for the prevention, identification, investigation, and sanction of operations involving illicit proceeds and related crimes.

PRIVACY POLICY AND PERSONAL DATA

Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., with address at Antonio Dovalí Jaime número 70, Tower B, Floor 13, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, C.P. 01210, México, México City, **Vuela Aviación, S.A.**, with address at Parque Empresarial Aerocentro, Floor 2, Radial Francisco J. Orlich, Rio Segundo, Alajuela, Costa Rica, C.P. 20109, y **Vuela El Salvador, S.A. de C.V.**, with address at Centro Profesional Madre Tierra, Urbanización Santa Elena, Boulevard Orden de Malta Sur, Building #10, Antiguo Cuscatlán District, municipio de La Libertad Este, departamento de La Libertad, are committed to protecting the Customer's privacy.

When we collect the Personal Data provided by the Original Customer through Volaris' official sales channels, we will use it solely to provide the contracted air passenger transportation service, manage your reservation, provide any additional contracted services, conduct surveys, handle billing and collection, process complaints or inquiries, and send notifications or promotions related to our services. You may view the full Privacy Notice on our site www.volaris.com.

To learn how to exercise your privacy rights (ARCO) please consult the complete Privacy Notice in the "Privacy" section 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.

BILLING

If you require an invoice for the Service payment, please visit:

<https://cms.volaris.com/es/informacion-util/antes-de-tu-vuelo/imprime-tu-factura/>

CUSTOMER SERVICE

For questions or clarifications related to these Terms and Conditions, the Customer may contact Volaris via the Call Center at the following numbers: *México al 01 (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*.

MODIFICATION OF TERMS AND CONDITIONS

Volaris reserves the right to modify these Terms and Conditions, in whole or in part, at any time. When requesting the Name Change Service, we suggest reviewing the current version.

The updated Terms and Conditions shall take effect from the moment they are published.

HEADINGS

The headings included are solely for ease of reading these Terms and Conditions and should not alter the interpretation in any way. You must always adhere to the express text contained in this document.