

Terms and Conditions Disruption Assistance

Hopper (USA), Inc. (hereinafter "HTS") offers through Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. the service known as Disruption Assistance (hereinafter, "Disruption Assistance" and/or the "Service") for certain bookings of non-refundable flights operated by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., Vuela El Salvador, S.A. de C.V. and Vuela Aviación, S.A. (hereinafter collectively referred to as "Volaris").

The Service shall apply exclusively to reservations made by customers (hereinafter, the "Customers" and/or "Volaris Customers") through Volaris' official website (www.volaris.com) (hereinafter, the "Booking Site"). Therefore, the Service shall not apply to reservations made through: (i) travel agencies, (ii) the Volaris mobile application, (iii) third-party platforms, or reservations paid using a method other than a debit card, credit card, PayPal®, or FlexPay®.

Definitions

For purposes of interpreting and applying the provisions contained in this document, "Volaris" provides the following definitions, whether used in the singular or plural, masculine or feminine form:

- **Altitude by Volaris:** Volaris' loyalty program, administered and operated by Comercializadora Volaris. S.A. de C.V.
- **Disruption Assistance and/or the Service:** Refers to the ancillary service that Volaris Customers may purchase when making a reservation exclusively through the Booking Site.
- **Volaris Customers:** Refers to any individual, whether domestic or foreign, who purchases the Disruption Assistance service through the Booking Site.
- **HTS:** Refers to Hopper (USA), Inc., which owns the Service covered by these Terms and Conditions.
- **Applicable Taxes:** Refers to Value Added Tax (VAT) applicable to reservations made through the website www.volaris.com in which the Disruption Assistance service has been purchased, as well as any other federal or local tax that may apply from time to time to the purchase of the Service covered under these Terms and Conditions.
- **Validity Period:** Refers to the period beginning within the twenty-four (24) hours prior to the departure of the flight for which the Service was purchased and ending twenty-four (24) hours after the scheduled arrival time of the final flight in the booked itinerary, during which the Customer may make use of the Service. Once this period expires, the Service shall lapse, and the Volaris Customer may no longer use it under these Terms and

Conditions. Consequently, Volaris shall have no responsibility for the expiration of the Validity Period.

- **Eligible Disruption:** Refers to an event affecting a Volaris Customer's itinerary that meets the eligibility criteria established and verified by HTS when using the Disruption Assistance service.
- **Booking Site:** Refers to the website www.volaris.com
- **Volaris:** Refers collectively to 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.
- **Maximum Coverage Amount:** Refers to the maximum amount per passenger that HTS may use to purchase the replacement flight offered as part of the Service, which will be disclosed to the Customer at the time of purchase.
- **Disruption Assistance Refund:** Refers to the refund of the original flight ticket cost to which the Customer is entitled under the provisions of the "Disruption Assistance Service" section of this document.
- **Wise:** Refers to the service that HTS will use as a payment method to issue refunds corresponding to reservations for which the Disruption Assistance service within the Validity Period set forth in this document.

Disruption Assistance Service

1. The Service allows Customers to Access the protection and assistance options made available by HTS in the event of an Eligible Disruption during the Validity Period. These options may include rebooking the Customer on an alternative flight operated by Volaris or any other airline. Requests to cancel, refund, or modify only a single flight segment or only one passenger within a booking are not permitted under the Service.
2. If the Customer is not satisfied with the rebooking options offered, the Customer may request a Disruption Assistance Refund, which includes the cost of the original airfare, applicable taxes, and any ancillary products purchased as part of the original reservation (such as seats or baggage), subject to these Terms and Conditions and the eligibility criteria established by HTS. The amount of the satisfaction guarantee will be disclosed to the Customer prior to purchasing the Service and will also be included in the purchase confirmation email.

The Service applies to one disruption per booking only. In the event of an Eligible Disruption, the Customer may choose either:

- Rebooking onto a new flight; or
- Receiving a Disruption Assistance Refund.

The option selected by the Customer who made the booking will apply equally to all passengers included in the same reservation. Availability of these options is subject to operational constraints, including but not limited to flight availability, schedule availability, participating airlines, fare restrictions, and the applicable Maximum Coverage Amount associated with the purchased Service.

Eligibility Criteria

3. The Service provides Customers with either complimentary rebooking assistance or a refund when, within the twenty-four (24) hours preceding the scheduled departure of their flight, any of the following events occurs for reasons beyond the Customer's control:
 - a. The originally scheduled departure time is delayed by more than the threshold specified at the time the Service was purchased and confirmed in the applicable confirmation email.
 - b. The flight is canceled by the operating airline.
4. In the event of an Eligible Disruption, HTS will monitor the affected flight and notify the Customer of the available options for continuing their itinerary. These options may include:
 - a. Rebooking on a flight operated by Volaris or another airline to the same final destination.
 - b. A full refund of eligible reservation costs, subject to these Terms and Conditions and HTS's eligibility determination.
3. To qualify as an Eligible Disruption, the event must occur within the twenty-four (24) hours preceding the scheduled departure of the applicable flight; and result from circumstances outside the Customer's control. Examples of qualifying causes may include airline operational delays, customs or border-related disruptions; weather-related events, and other circumstances determined by HTS. HTS shall have sole discretion in determining whether a disruption qualifies as an Eligible Disruption.
4. The Service is not insurance and should not be considered insurance coverage. It is an optional ancillary service that Customers may add to their original reservation. The Service provides a commitment that, if a Customer experiences an Eligible Disruption, HTS will arrange alternative transportation to the Customer's original destination or to a connecting flight destination, as applicable. If HTS is unable to aid the Customer's satisfaction, HTS will refund the cost of the original ticket in accordance with these Terms and Conditions and the procedures described herein. The Service does not replace travel insurance or any other protection products that Customers may choose to purchase separately.
5. Reservations that include the Service must be paid for using a credit or debit card, PayPal® or FlexPay®, provided that the selected payment method is available through Volaris at the time of purchase.
6. The Service must be purchased during the original booking process and cannot be added after the reservation has been completed.
7. If a Customer splits a reservation into separate bookings, the Customer automatically forfeits any right to use the Service or receive a full or partial refund under these Terms and Conditions.
8. The Disruption Assistance Refund applies only to payments made through the Booking Site at the time the original reservation was created, including: base fare, taxes, government-imposed fees and charges for eligible ancillary or special services included in the reservation.

9. Additional services or products purchased after the Service has been acquired are not refundable, regardless of the sales channel through which they were purchased. This includes, without limitation, fare differences paid for seat upgrades.
10. Where applicable, any refund related to the *Airport Use Fee (TUA)* will be processed directly by HTS. TUA payments made after the initial purchase will not result in recalculation, repricing, or adjustment of refund amounts and Will not be included in any previously determined refund.
11. Any applicable Disruption Assistance Refund Will be issued directly by HTS to the original payment method used to purchase the Service. If HTS is unable to process the refund back to the original payment method, HTS may use Wise as an alternative refund provider. Use of the Wise platform is subject to Wise's applicable [Terms of Service](#) and [Privacy Notice](#).
12. Purchasing the Service may qualify for Altitude by Volaris® point accrual in accordance with the program rules in effect at the time of purchase. The Service cannot be purchased using redeemed Altitude by Volaris® points.
13. The Service is non-transferable and non-refundable once used or once the Validity Period
14. If the Customer chooses to cancel a reservation after the expiration of the Validity Period, Volaris' then-current cancellation policies and fees will apply.
15. If the Customer voluntarily cancels the reservation at any time, whether inside or outside the Validity Period, the Service Will remain in effect, subject to these Terms and Conditions.
16. If the Customer voluntarily changes their flight at any time, whether inside or outside the Validity Period, the Service will remain in effect, subject to these Terms and Conditions.
17. The Service is generally non-refundable, except in the following circumstances:
 - a) If Volaris cancels the flight reservation more than twenty-four (24) hours before the first scheduled departure and does not rebook the Customer on an alternative flight, the purchased Service will automatically become void, and the Service fee will be refunded.
 - b) If the Service cannot be provided due to Volaris-initiated changes involving codeshare flights included in the reservation, the Customer will be entitled to a refund of the Service fee.
 - c) If the Customer submits a refund request within the timeframes required under applicable law or regulation, the refund will be processed in accordance with those legal requirements.

18. The Service does not replace, limit, or diminish any compensation, reimbursement, insurance coverage, or Passenger protection rights to which the Customer may be legally entitled because of a flight delay, cancellation, or other travel disruption.
19. If Volaris modifies a flight covered by the Service more than twenty-four (24) hours before its scheduled departure time and the Customer accepts the revised itinerary, the Service will remain active under the same terms and conditions originally purchased.
20. Any Service election must apply uniformly to all passengers included in the reservation. Accordingly, if the person who made the reservation elects to use the Service, request rebooking assistance, or receive a refund, that election will automatically apply to all passengers traveling under the same booking.

How to use the Service

If the Customer purchases the Service, HTS will monitor the booked flight and notify the Customer if an Eligible Disruption occurs. Upon notification, the Customer will be presented with the available options under the Service. To request a flight change or refund through the Disruption Assistance Service, the Customer must follow these steps:

1. Visit the Volaris website at: www.volaris.com.
2. Go to **"My Booking"** and enter the reservation confirmation code (PNR); and the last name of any Passenger included in the reservation.
3. Access the **"My Trips"** section and select **"Disruption Assistance"**.
4. Complete the required form and provide the information necessary to process the rebooking or refund request.

The Customer is solely responsible for providing accurate information and complying with these Terms and Conditions. Failure to do so may affect HTS's ability to process the request.

1. If the Customer elects to be rebooked, HTS may arrange transportation on a new flight, subject to availability, in the same, equivalent or inferior fare type and the applicable Maximum Coverage Amount per Passenger disclosed at the time the Service was purchased. The replacement flight:
 - a. May be operated by Volaris or any other airline;
 - b. Is subject to seat availability; and
 - c. Requires the Customer to arrive at the designated departure gate on time. HTS shall not be responsible for missed flights resulting from circumstances attributable to the Customer.

If the Customer chooses to use the Service, HTS will not be responsible for any costs or expenses other than the cost of the replacement flight, up to the applicable Maximum Coverage Amount per Passenger.

2. If the Customer requests a refund through the process described above, HTS will issue the applicable Disruption Assistance Refund within ten (10) business days after the refund request has been fully submitted and validated. The refund covers only amounts paid through the Booking Site as part of the original reservation, including:
3.
 - a. Base airfare;
 - b. Taxes;
 - c. Government-imposed charges; and
 - d. Fees for ancillary or special services included in the original booking.
4. If a technical, operational, or communication issue between Volaris and HTS systems prevents the proper purchase or use of the Service, the Customer will be notified through available communication channels.
5. If the Customer checked baggage on a flight affected by an Eligible Disruption, the refund may include reasonable costs associated with checking the same baggage on the replacement flight, subject to the applicable Maximum Coverage Amount. For the avoidance of doubt, the Maximum Coverage Amount is calculated based on the total value of the original reservation. The Customer remains responsible for coordinating with the applicable airline regarding the recovery, transfer, or handling of checked baggage.

Service Restrictions and Exclusions:

1. The Service is not available for reservations made through the Volaris mobile application; airport ticket counters; the Volaris Call Center; or any sales channel other than the Booking Site.
2. The Service is supplemental to any rights or remedies available to Customers under applicable laws or regulations governing voluntary cancellations.
3. The Service may only be purchased for flights scheduled to depart more than twenty-four (24) hours and thirty (30) minutes after the booking process begins.
4. The Service is not travel insurance and does not replace any insurance policy or other protection product that a Customer may choose to purchase separately.
5. If a Customer divides the original reservation into two or more separate bookings, the Customer automatically forfeits any right to use the Service or receive any refund under these Terms and Conditions.
6. The Service applies solely to the reservation for which it was originally purchased and may not be transferred to another booking.
7. The Service does not apply to codeshare flights, group bookings, reservations purchased through travel agencies, or reservations purchased through the Volaris v.Business platform.
8. If the Customer chooses to finance or defer payment of the reservation, any refund will be limited to the original reservation amount. Interest charges, financing costs, installment fees, or similar charges associated with deferred-payment arrangements are not eligible for reimbursement.

Taxes

The total amount paid for the Disruption Assistance Service is subject to applicable federal, state, local, or other governmental taxes, including Value Added Tax (VAT), in accordance with applicable law and the tax rules published by Volaris at the time of purchase.

Amendments

HTS reserves the right, at any time and in its sole discretion, to modify, revise, update, or amend these Terms and Conditions governing the Service. In the event of any modification, Volaris will publish the updated Terms and Conditions before they become effective. Notwithstanding the foregoing, the version of the Terms and Conditions in effect on the date of Service was purchased shall continue to govern that purchase.

High-Risk or Regulated Activities

To comply with the Federal Law for the Prevention and Identification of Transactions Involving Illicit Proceeds and any other applicable laws, regulations, or international treaties, Volaris may disclose the personal information of certain Customers to competent governmental or regulatory authorities whenever activities associated with a reservation are considered regulated, reportable, or otherwise subject to anti-money laundering requirements.

Such information may be used for the prevention, detection, investigation, and prosecution of money laundering activities and related offenses.

All personal information disclosed for these purposes will be protected and handled in accordance with applicable privacy and data protection laws.

Customer Support

For questions, concerns, or requests related to the Service or HTS's Terms and Conditions, Customers must contact HTS directly through the following channels:

- **Online**, through the purchase confirmation email or via the Service's FAQ and support pages.
- **By Phone**, calling **+52 800 649 0675** (Customers may be required to provide a Support ID, which can be found in the trip details associated with the Service).

SMS Communications Consent: By purchasing the Service, the Customer expressly consents to receive text messages (SMS) from HTS regarding updates, notifications, and information related to the purchased Service.

For questions, concerns, or requests related to air transportation services provided by Volaris, or regarding these Terms and Conditions, Customers may contact Volaris through the following channels:

WhatsApp: +525558988599

Online Support: <https://tuexperiencia.volaris.com/?lang=en>

The following contact centers are available exclusively for matters related to airline ticket sales and ancillary or special services:

- Mexico +52 (55) 1102 8000
- United States +1 855 VOLARIS (8652747)
- Guatemala +502 2301 3939
- Costa Rica +506 4000 0229
- El Salvador +503 2504 5540
- Colombia +57 60 1744 3272
- Honduras +504 2263 0231
- Peru +5116449040
- TTY- +1 (855) 425-2002

Invoicing

For questions regarding invoicing or tax receipts, Customers should consult: <https://cms.volaris.com/en/travel-info/before-your-flight/print-your-invoice/>

Privacy Notice

At www.volaris.com, Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., Comercializadora Volaris, S.A. de C.V., both located at Antonio Dovalí Jaime No. 70, Tower B, 13th Floor, Colonia Zedec Santa Fe, Álvaro Obregón, C.P. 01210, Mexico City, Mexico; Vuela Aviación, S.A., located at Parque Empresarial Aerocentro, 2nd floor, Radial Francisco J. Orlich, Río Segundo, Alajuela, Costa Rica, C.P. 20109; y de Vuela El Salvador, S.A. de C.V., Centro Profesional Madre Tierra, Building 10, Level 1, Boulevard Orden de Malta Sur, Urbanización Santa Elena, Antiguo Cuscatlán, Department of La Libertad, El Salvador (collectively, "Volaris"), are committed to protecting the privacy and security of Customers' personal data. When personal data is collected through Volaris websites, it will be used solely for purposes related to providing the purchased Service, providing air transportation services, managing and servicing reservations, delivering ancillary products and services, conducting customer satisfaction surveys, communicating promotional offers, products, and services offered by Volaris and its business partners via email, telephone, or other authorized channels. Information regarding the exercise of privacy rights and data protection rights is available in Volaris' complete Privacy Notice at: www.volaris.com

Personal data collected by HTS is processed under the sole responsibility of HTS. Customers may review HTS's Privacy Policy at: www.hopper.com or directly at: <https://hopper.com/legal/privacy-policy>

Governing Law and Jurisdiction

1. Any dispute, claim, or controversy arising out of or relating to these Terms and Conditions shall be governed by the laws of Mexico. Regardless of nationality or place of residence, the Customer expressly agrees to submit to the exclusive jurisdiction of the competent courts located in Mexico City, Mexico.
2. Any dispute arising from the provision of air transportation services, rather than from these Terms and Conditions, shall be governed by the laws, conditions of carriage, and jurisdiction applicable to the airline operating the relevant flight. The applicable conditions of carriage, and jurisdiction applicable to the airline operating the relevant flight. The applicable conditions of carriage are available in the legal information section of www.volaris.com.

Fraud Prevention

All transactions are subject to review through Volaris' fraud prevention and monitoring systems. If any suspicious, irregular, fraudulent, or potentially unlawful activity is detected, Volaris reserves the right to cancel the affected transaction(s) without prior notice and without liability of any kind, in addition to pursuing any legal remedies available under applicable law.

Limitation of Liability and Release of Volaris

By purchasing the Service, the Customer acknowledges and agrees that Volaris is not the provider of the Disruption Assistance Service and shall not be responsible for its administration, performance, fulfillment, or operation.

HTS is solely responsible for delivering the Service and for addressing any claims, disputes, complaints, requests, liabilities, damages, penalties, or obligations arising from or related to the Service.

Accordingly, the Customer agrees that any claim relating to the Service must be directed exclusively to HTS and expressly releases, indemnifies, and holds harmless Volaris, its affiliates, officers, directors, employees, agents, and representatives from and against any claim, complaint, demand, action, liability, loss, damage, penalty, or expense arising out of or relating to the Service.