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Terms and conditions "Group Reduction – Advance Payment" (United States, Central and South America)

These Terms and Conditions apply to purchases made in the United States, Central and South America. The "Group Reduction - Member Adjustment Charge" is an additional Service offered 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 referred as "VOLARIS" for the purpose of this document), which is subject to the Definitions, Terms and Conditions described as follows :

Definitions:

For interpretation and application purposes of the provisions of this document, "VOLARIS" provides the meanings to the following terms, notwithstanding if they singular or plural, masculine or feminine; and which shall be understood as defined terms:

Benefit: It shall be understood as the benefit provided by "VOLARIS" when contracting the "Group Reduction - Member Adjustment Charge" service, which will only be applicable for "Group Reservations". This service provides the "Contracting Party" the opportunity to reduce up to 20% (twenty percent) the total number of passengers registered in the "Group Reservation" as long as all the terms and conditions contained in this document are met.

Call Center Groups: - "VOLARIS" Call Center, is where the "Contracting Party" can request information, purchase and/or change the contracted air transport service through the following telephone number according each country: Mexico +52 (55) 1102 8000, United States +11 855 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, Peru +5116449040 and T TY- +1 (855) 425-2002 and/or published on the website https://cms.volaris.com/es/informacion-util/contacto/#callcenter

Contracting Party: It is the individual or legal entity who requests a quote, purchases and/or enters into a contract of a "Group Reservation".

Quote: Means the request carried out by any individual or legal entity within the website "<u>https://groups.volaris.com/</u>" or through the "Call Center Groups" in order to know the cost, means and payment plans to purchase/contract a "Group Reservation" according to the number of passengers, routes and itineraries selected regarding the air transportation services operated by "VOLARIS" for national and international passengers.

Space: It refers to the place occupied by an individual who is registered as passenger within a "Group Reservation" regarding the air transportation service operated by "VOLARIS" for national and international passengers.

Passenger: Person who will be traveling through a national or international air transportation service provided by "VOLARIS".

Group Reservation: Refers to the purchase/contracting of a reservation for air transportation services operated by "VOLARIS" for national and international passengers, consisting of a minimum of 10 (ten) registered passengers and up to the capacity of the airplane.

Service: Refers to the "Group Reduction - Member Adjustment Charge" service that is subject to the terms and conditions established in this document.

Website Groups: "VOLARIS" website is where the "Contracting Party" purchases/contracts a Group Reservation through the URL https://groups.volaris.com/

One way Flight: It refers to the flight purchased/contracted within a "Group Reservation" for one destination; in other words, this flight consists of one segment, which only includes the transfer from a point of origin to a point of destination, which can be direct or with connections, within the routes operated by "VOLARIS".

Round flight: Refers to the flight purchased/contracted within a "Group Reservation" that unlike the "One way Flight", this flight consists of two segments, the first segment also known as "departure flight" includes the transfer from a point of origin to a point of destination and the second segment, also known as "return flight", includes the return transfer to the point of origin, which can also be direct or with connections, within the routes operated by "VOLARIS".

Terms and Conditions:

 This "Service" only applies to people registered as passengers within the same "Group Reservation" operated by "VOLARIS" that has been quoted, purchased and/or reserved only through the "Groups website" or by the "Call Center Groups". The "Service" applies only for "One-way Flight", so in the event that the "Contracting Party" wants to add this service for "Round Flight", he/she must contract and pay for each of the routes.

The purchase/contracting of this "Service" can only be carried out during the "Group Reservation" process by the "Contracting Party" by dialing the "Call Center Groups" and typing the number eight (8) (does not apply to other sales channels).

2. This "Service" may only be purchased/contracted from the respective "Group Reservation" quote, until the first payment date of the "Group Reservation" (which is indicated in the corresponding "Quote" and which may be consulted within the group system*).

*In order to verify the mentioned date, the client must access the link<u>https://groups.volaris.com/</u>, log in with his/her username and password, go to the "menu" section and click on the "view requests" option.

- 3. The "Service" may **NOT** be purchased if the "Group Reservation" is already paid in full.
- 4. The "Benefit" cannot be requested if the "Group Reservation" is already paid in full.
- 5. The price/cost of the "Service" must be paid for each of the passengers of the "Group Reservation" who are required to apply the "Benefit", which will be made known to the "Contracting Party" during the phone call made to "Call Center Groups" and that will be available for consultation by the general public in the document "Additional Services Rates", section "Additional Services Groups" published on the website https://www.volaris.com/or the URLhttps://cms.volaris.com/globalassets/pdfs/esp/ancillariesandfees.es.pdfPrices are subject to change without prior notice and according to the exchange rate applicable by country in such document.

Likewise, for the "Benefit" of the "Service" to be applied, both the cost of the "Service" and the cost of the "Group Reservation" must be fully paid.

For international routes offered in foreign currency, with the exception of those offered in US dollars (USD), and whose payment will be made in Mexican pesos, Mexican currency (MXN), the price/cost must consider the corresponding conversion to Mexican pesos, Mexican currency (MXN) according to the exchange rate in force on the day of payment.

6. For the "Benefit" of the "Service" to be applicable, the "Contracting Party" must be up to date with each and every one of the payments included in the "Quotation" of the corresponding "Group Reservation", at the time of requesting the reduction of the passengers included in such reservation.

Additionally, for the "Benefit" of the "Service" to be applicable, the cost of the "Service" must be fully covered, for each of the passengers to whom this "Benefit" will be applied.; besides complying with each and every one of the requirements established in this document.

- 7. The reduction of passengers covered by the "Benefit" may not exceed, in any case, 20% (twenty percent) of the total number of passengers registered in the "Group Reservation".
- 8. The "Benefit" of the "Service" can only be applied to the "Group Reservation" purchased; therefore, such "Benefit" is not transferable or applicable to any other different "Group Reservation".
- Those passengers for whom the price/cost of the "Service" has not been paid, the "Benefit" of this will not be applicable to them; therefore, group policy will be applied at all times for those passengers, which is published at<u>https://groups.volaris.com/</u>

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10. Once this "Service" has been contracted, it cannot be canceled or fully or partially refunded, unless the voluntary cancellation of the "Group Reservation" and the "Service" is requested in the time and manner established in the "Terms and Conditions- Cancel Your Reservation", which are published on the website <u>https://cms.volaris.com/es/informacion-del-sitio/informacion-legal/</u>. Given the foregoing, in the event that the "Contracting Party" for any reason: 1) do not request or use the benefits of this "Service"; or 2) make the full payment of the "Group Reservation" without having previously used the "Service"; or 3) do not make the partial payments of the "Group Reservation" on the dates scheduled in the "Quotation"; or 4) do not use the "Group Reservation"; or 5) does not meet any of the requirements of these terms and conditions to make it valid, he/she will not be entitled, nor can any refund be applied for the total or partial cost of this "Service". The "Benefit" of the "Service" enters into force from the contracting and payment date, its validity and application is subject to the provisions of these terms and conditions.

Procedure:

- 1. The "Benefit" of the "Service" will be available for its application, as soon as it has been totally paid in accordance with these terms and conditions, only the "Contracting Party" may request the application of the "Benefit".
- 2. In order to apply the "Benefit" the "Contracting Party" must contact the "Call Center Groups" and must press number eight (8) of the menu and an operator from the "Call Center Groups" will formulate a couple of security questions in order that the "Contracting Party" can access the corresponding "Group Reservation".
- 3. From the moment the "Contracting Party" has answered each and every one of the security questions formulated by the operator of the "Call Center Groups", the "Contracting Party" must indicate the "Spaces" registered in the "Group Reservation" to be reduced that are covered by the "Benefit", for which, it will only be necessary to provide the number of "Spaces" to reduce. It is important to mention that such reduction may only be applied to the number of passengers that correspond to the percentage actually contracted and paid (which it may only be equal to or less than 20% (twenty percent) of the total number of passengers registered in the "Group Reservation").

It is also important to mention that, in the event that the "Contracting Party" does not answer any of the security questions formulated by the operator of the "Call Center Groups", the "Contracting Party" will not be able to access the "Group Reservation" to apply the "Benefit", so that, in this case, if such "Benefit" is not used, "VOLARIS" will be exempt from all types of responsibility; therefore, a reimbursement request for the total and/or partial payment of the "Service" and/or the "Group Reservation" will not be applied.

4. Once the "Contracting Party" has requested to apply the reduction of the "Spaces" of the "Group Reservation" covered by the "Benefit", "VOLARIS" will proceed to eliminate from such reservation the passengers indicated by the "Contracting Party"; therefore, the "Contracting Party" will be exempt from covering the pending amount of the "Group Reservation" that corresponds to such passengers.

As soon as "VOLARIS" has eliminated the passengers indicated by the "Contracting Party" from the "Group Reservation" covered by the "Benefit", "VOLARIS" will notify such modification to the "Contracting Party" by the email address provided in the "Quotation" and/or purchase/contracting process of the "Group Reservation".

At the moment in which the "Benefit" has been duly applied and notified by "VOLARIS" to the "Contracting Party", such "Benefit" cannot be canceled and/or modified.

- 5. Additionally, from the moment in which the elimination of the passengers has taken effect for the "Group Reservation", such "Spaces", may no longer be occupied and/or replaced by different people, in the same way, the passengers eliminated in the "Group Reservation", covered by this "Benefit", will not have the right to travel on the registered flight(s) within such reservation.
- 6. The passenger reduction must be requested by the contracting party at least 61 calendar days in advance of the flight departure*, in the event that the client does not request the corresponding passenger reduction with such anticipation, it cannot be applied.

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After such term, the "Benefit" will lose all validity and, therefore, the "Contracting Party " will no longer be able to request the application of the "Benefit", without being entitled to any type of compensation, indemnity or reimbursement and without any responsibility for "VOLARIS".

*In order to verify the mentioned date, the client must access the link<u>https://groups.volaris.com/</u>, go to the "menu" section and click on "view requests" option. In reservations where "Round Flights" have been contracted, the departure date must be understood as the departure date of the first segment, that is, the departure flight.

However, the passenger reduction may not be requested or applied, even if it is done with the indicated anticipation, if the air reservation is already paid in full.

7. The "Contracting Party" must comply with the entire indicated process, as well as with each and every one of the requirements established in this document to make use of/redeem the "Benefit", in the event that the "Contracting Party" does not comply with the foregoing, "VOLARIS" will not be responsible in any way, among other things, because the "Benefit" was not requested within the validity period indicated in this document or, it turns out that the redemption of this, cannot be carried out, as a consequence of the "Contracting Party" not following the steps completely and correctly to redeem the "Benefit".

Customer service:

In case of any doubt or clarification about the "Service" and/or the "Group Reservation", the "Contracting Party" must contact "Call Center Groups" or, consult the information published on the website https://cms.volaris.com/es/informacion-util/viajes-en-grupo/.

Billing:

billing established the website The request for purchases may be made as is on https://cms.volaris.com/es/informacion-util/antes-de-tu-vuelo/imprime-tu-factura/ and will be issued by billing regularly in accordance with the current terms and conditions of Electronic Invoicing published at www.volaris.com.