

TERMS AND CONDITIONS

“On-Time Performance Guarantee”

These terms and conditions ("Terms and Conditions") regulate and establish the applicable procedures to the product hereinafter called "On-Time Performance Guarantee" offered by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. ("Volaris") as follows:

Functioning:

The customers who use the air transportation services provided by Volaris and who have acquired the On-Time Performance Guarantee will receive an Electronic Credit (hereinafter, the "Electronic Credit") subject to the Terms and Conditions described herein:

- 1) The price of the On-Time Performance Guarantee will be subject to what at the time is indicated in the Website of Volaris www.volaris.com ("Website").
- 2) The On-Time Performance Guarantee is applicable only and exclusively when the flight arrives at its destination more than 30 (thirty) minutes later than the published itinerary on the Website.
- 3) The arrival time is documented according to the report issued by the Operations Control Center, which is authorized to issue such information under applicable regulations.
- 4) The On-Time Performance Guarantee can be purchased per customer, per flight.
- 5) The On-Time Performance Guarantee is valid on all routes operated by Volaris (domestic and international).
- 6) When redeeming the Electronic Credit for the purchase of a new flight, if the fare is greater than the amount in the Electronic Credit, the customer must pay the difference.

The Electronic Credit is subject to the following terms and conditions:

- a) Each Electronic Credit is equivalent to the amount of \$1,000.00 MXN (one thousand Mexican pesos 00/100) or \$100 USD (one hundred US dollars 00/100) depending on the booking currency, applicable on one-way or round trip flights, on published fares on all routes operated by Volaris.
- b) The Electronic Credit will be activated 72 (seventy-two) hours after the arrival of the flight.



- c) The Electronic Credit will be sent to the email registered while purchasing the ticket and the On-Time Performance Guarantee.
- d) The Electronic Credit will also be subject to the conditions specified in the received email, including term and unavailable flight dates.
- e) To use the Electronic Credit, reservations must be made through the Call Center or through the Website with the information provided by Volaris as stated.
- f) This Electronic Credit does not apply to for purchases made at the airport counters.
- g) The customer shall be solely responsible for the movements made with the Electronic Credit provided by Volaris.
- h) The Electronic Credit is not transferable.
- i) The Electronic Credit will not apply with other promotions.
- j) The Electronic Credit applies only for the payment of the fare on the applicable flight.
- k) The Electronic Credit does not apply on taxes, duties, or any other charges such as the Value Added Tax (Impuesto al Valor Agregado), Airport Usage Fee (Tarifa de Uso de Aeropuerto), Security Fee, or any other applicable from time to time.
- l) The Electronic Credit is valid for purchase and travel for 6 (six) months from the date in which it was emailed by Volaris to the customer as stated herein; such term applies for credits issued for flights on and after June 20th, 2016. For flights before this date, the electronic credit is valid for purchase and travel for 1 (one) year from the date in which it was emailed to the customer.
- m) After the periods referred to in the preceding paragraph, the Electronic Credits will be automatically lost under the sole responsibility of customer. It is responsibility of the customer to ensure use within this time. It is not possible to extend the expiration date or replace it if it has not been used during the valid period.
- n) The Electronic Credit does not apply to payments of any other services offered by Volaris; it only applies for the payment of passenger air transportation services.
- o) The Electronic Credit does not apply for payments of Volaris Shuttles, meaning the ground transportation



service operated by providers designated by Volaris.

- p) The passenger air transportation services provided by Volaris to passengers are subject to the policies, terms and conditions published on the Volaris Website.

Restrictions:

- i. The On-Time Performance Guarantee does not apply in case of flight cancellations. Weather causes or external events that prevent the flight taking place are not attributable to the airline.
- ii. Not applicable for determining the amount of the Electronic Credit are the amounts paid by the client in regarding airport usage fees, taxes, duties or charges, mostly but without limitation: Value Added Tax (Impuesto al Valor Agregado), Airport Usage Fee (Tarifa de Uso de Aeropuerto), Security Fee, Fuel Surcharge and Documentation Fee.
- iii. The Electronic Credit may be used only once. After using the Electronic Credit, the booked flights are not refundable or cancellable.
- iv. The customers may use only one Electronic Credit for each purchase.
- v. The Electronic Credit may not be transferred, traded, exchanged, claimed by third parties, or redeemed for cash.
- vi. All Electronic Credits which are altered, falsified, or attempted to be traded for cash will be automatically invalidated, without the right to reclaim any remaining credit.
- vii. The passenger air transportation services provided by Volaris to passengers are subject to the policies, terms and conditions published on the Volaris Website.
- viii. Volaris reserves the right to modify all or part of the terms and conditions of this On-Time Performance Guarantee, with the condition that new policies will be published in advance of their effective dates.