

## V.club terms and conditions recurring charge

The following Terms and Conditions (hereinafter, "Terms and Conditions") establish necessary guidelines for use of the Product known as "v.club recurring charge" (hereinafter "Membership") to be offered by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. ("Volaris") as follows:

Individuals interested in acquiring a Membership, in any of its modalities, may do so under the following Terms and Conditions, which are accepted by the customer at the time of acquiring it in any of its modalities:

### How v.club works:

1. With your membership "v.club recurring charge" you have access to exclusive benefits that will be published from time to time on the site **www.volaris.com**, such as promotions and special fare. The "Membership" can be used to acquire announced for "Zero v.club" fare.
2. Membership holders must be over the age of 18.
3. "v.club recurring charge" is only available for sale through the site **www.vclub.volaris.com**
4. You do not need to buy an airline ticket to be able to acquire your "v.club recurring charge" membership, it can be acquired independently of your flight reservation.
5. To acquire the "Membership", the system (**www.vclub.volaris.com**) will request an email and password, as well as personal information of who will act as the holder of the "Membership", which must be registered as they appear in their official documents. The user will be the email that the owner entered at the time they registered on the page and cannot be changed later.
6. The customer will receive, in the email that registered at the time of requesting the "Membership", a notification confirming registration. It is the customer's responsibility to memorize the password entered into the system. In case the password has been forgotten, it can be reset from the website **www.volaris.com** in the customer profile section.
7. The "v.club recurring charge" membership will come into effect in order to take advantage of its benefits, from the moment the first payment is made successfully.
8. To obtain the benefits of the "Membership", the customer must access the website **www.volaris.com** and log in with their v.club member information.
9. Once logged in, by entering the username and password at **www.volaris.com**, the customer will be able to start enjoying the benefits offered by the "Membership", such as exclusive promotions and access to special prices available and published on **www.volaris.com**, it is important that you log in as indicated as otherwise you will not be able to enjoy the benefits.
10. The "Membership" is personal and non-transferable, therefore only its holder may use it, the "Membership" must not be assigned to a third party.
11. It is the customer's responsibility to have enough space in their email and to register the following accounts as allowed email: **notificaciones@tuviaje.volaris.com**, **promociones@experiencias.volaris.mx**, **notificaciones@vclub.volaris.com** so that they can receive notifications regarding their "Membership" as well as the registration confirmation email.
12. Additional services, other than promotions and special v.club fare published on **www.volaris.com**, that are required are not included in the benefits of the "Membership" and must be paid before the completion of the flight.

13. In the event that "Volaris" detects that the holder of the "Membership", in any of its modalities (Individual, Duo and Friends & Family), is making use of it in contravention of the provisions of these "Terms and Conditions", the customer accepts and consents from this moment that Volaris may cancel the "Membership" as well as the flights purchased with it without any liability for Volaris.

### **Individual membership:**

1. The customer must pay the amount applicable to the "Individual membership", announced at the time of purchase in **www.vclub.volaris.com**.
2. The "Individual Membership" is personal and non-transferable, so it can only be used to make flight reservations or purchase airline tickets for the membership holder.
3. The customer who has an "Individual Membership" may not transform or change it to "Duo Membership" or "Friends and Family Membership". You will also not be able to change your recurring charge from monthly to annual or from annual to monthly, as the case may be.

### **Duo membership:**

1. The customer must pay the amount applicable to the "Duo membership", announced at the time of purchase in **www.vclub.volaris.com**.
2. It can be added to the "Duo Membership" up to a maximum of 1 (one) additional person to the holder. This additional person must be over 13 years old.
3. Only one user and one password will be created for the "Duo Membership", so that only the holder will be able to purchase flight reservations in his name and in the name of the additional person. "Volaris" is not responsible for the misuse that the owner or third parties with whom the username and password are shared may do of the "Membership".
4. To make valid the promotions and exclusive fare offered by the "Duo Membership", the holder, without exception, must travel on all flight reservations and on the same flight together with the additional person and the reservations must be purchased with the same "Membership".
5. The name of the additional person may be different in each of the reservations made by the holder with the "Membership" as long as they are over 13 years old.
6. The customer who has a "Duo Membership" may not transform or change it to "Individual Membership" or "Friends and Family Membership". You will also not be able to change your recurring charge from monthly to annual or from annual to monthly, as the case may be.

### **Friends & Family Membership:**

1. The customer must pay the amount applicable to the "Friends & Family membership", announced at the time of purchase in **www.vclub.volaris.com**.
2. It can be added to the "Friends & Family Membership" up to a maximum of 8 (eight) additional people to the holder, of which a maximum can register up to 4 minors as long as they are over 2 years old, in such a way that from the 8 additional people only 4 of them can be minors as long as they are over 2 years old.
3. Only one user and one password will be created for the "Friends & Family Membership", so that only the holder will be able to purchase flight reservations in his name and in the name of the additional people. "Volaris" is not responsible for the misuse that the owner or third parties with whom the username and password are shared may do of the "Membership".

4. To make valid the promotions and exclusive fare offered by the "Friends & Family Membership", the holder, without exception, must travel on all flight reservations and on the same flight together with the additional people and the reservations must be purchased with the same "Membership".
5. The names of the other travelers may be different for each reservation made by the Friends & Family membership holder.
6. Only the name of the additional travelers of legal age who act as passengers on the flight may be changed, considering that the corresponding cost for said name change is paid. The name change of the additional persons who act as passengers on the flight considered as minors is not allowed neither the name change of an adult person who acts as a passenger on the flight by a minor or vice versa.

### **Recurring charge:**

1. By acquiring the "Membership", the customer accepts that recurring and automatic charges will be made to the credit or debit card that he registers, which will correspond to the cost of the "Membership", the recurring and automatic charges may be monthly or annual, depending on the payment term chosen by the customer at the time of acquiring the "Membership". The customer can only register a credit or debit card in which the charges of the "Membership" will be made.
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3. The aforementioned charges only cover the cost of the "Membership", which gives access to exclusive promotions and fare published on "[www.volaris.com](http://www.volaris.com)", for which the customer must pay with any of the forms of payment authorized by "Volaris" the reservations of air transport and other services that are intended to be acquired as a member of "v.club recurring charge".
4. The monthly or annual charge for the "Membership" will be reflected in the customer's bank statement as LIN AER VCLUB MX or VCLUB USD or LIN AER VCLUB CR MX or VCLUB CR USD.
5. At the time of subscription, a first charge of \$ 20 MXN (Twenty pesos 00/100 MN) will be made to validate the credit card that was entered as a form of payment, this charge will be reimbursed within a period of no more than 10 business days, or it will remain reflected in process on the credit card without generating the charge.
6. The "Membership" will remain valid as long as the customer does not request its cancellation and as long as the monthly or annual payments thereof are made correctly, so it is the customer's responsibility to ensure that their subscription to the "Membership" is renewed. successfully every month or every year, depending on the payment method chosen by the customer, for which, in case of doubt, they can contact **here**. When entering the site you must click on "Submit a ticket", complete the form that is indicated clearly and precisely and at the end click on "Submit".
7. The holder of the "Membership" will only be able to enjoy and have access to the benefits of this while the monthly or annual charges are successfully carried out, therefore, if a declined charge is presented, or that of any way cannot be done, the "Membership" cannot be used. Access to benefits will be renewed until the charge is made or successfully carried out by the holder.
8. If the recurring charge is unsuccessful, several attempts will be made to collect from the credit or debit card provided by the holder of the "Membership" from time to time and an email will be sent to the registered account, where customer will be notified of the declined collection, and they will be given the option to update their payment method within their profile at [www.vclub.volaris.com](http://www.vclub.volaris.com)
9. Volaris may change at any time and during the validity of the "Membership" acquired the monthly or annual cost of the same, said change will be notified to the customer in the email that he/she has registered at the time of acquiring the "Membership" or through the website [[www.vclub.volaris.com](http://www.vclub.volaris.com)], the price change will take effect at the beginning of the next period after the price change date, it will be understood that the customer accepts the new price if it pays the new cost of the "Membership" or if it does

not request the cancellation of the same. If the customer does not agree with the price change, he will have the right to cancel the "Membership".

#### **Cost:**

1. The cost of the "Membership", in any of its modalities (Individual, Duo and Friends & Family), will be the one published at the time of its acquisition on **www.vclub.volaris.com**. The customer must pay the current price announced at the time of acquisition of the "Membership", in the same way, the customer must pay the current price announced at the time of the renewal of the "Membership".

#### **Customer Service:**

1. For any type of clarification, the owner should contact us **here**. When entering the site you must click on "Submit a ticket", complete the form that is indicated clearly and precisely and at the end click on "Submit", if your clarification is not specifically linked to a flight reservation you must omit the filling out of the "PNR / Reservation code" field, and specifically describe in the "Request" field the reason for its clarification.

#### **Membership cancellation:**

1. The "Membership" is cancellable, but its cost is not refundable.
2. In the event that the customer does not wish to continue using the "Membership" and, therefore, wishes to cancel it, they may request it by clicking **here** (when entering the site, they must click on "Submit a ticket", complete the form that is indicated clearly and precisely and at the end click on "Submit"), despite the customer requesting the cancellation of the "Membership", the cost of the same is not refundable, and must be at all times what indicates the immediately preceding numeral.
3. If the customer requests the cancellation of their "Membership", it cannot be reactivated, so if the customer wishes to continue enjoying the benefits of the "Membership", they must request and pay the current cost of a new "Membership", creating a new username and password.

#### **Billing:**

1. The customer will be able to print his electronic invoice regarding the monthly or annual payments of his "Membership" once he has made the payment thereof, to obtain his invoice he must access the page **www.factura.volaris.com**, at which they must enter their "billing code" and their surname, once the previous data has been entered, the corresponding invoice will be available for download. The customer may obtain the "billing code" by logging in with his username and password of his "Membership" on the page **www.vclub.volaris.com** entering the "billing" section.
2. It is the customer's responsibility to correctly enter their billing information in the system at the time of purchase, otherwise the invoice issued cannot be corrected.

#### **Fraud prevention:**

1. All transactions on **www.volaris.com** are reviewed with an anti-fraud system. Should any irregularities be detected, Volaris may cancel without any responsibility any suspect transactions without prior notice.

#### **Flight changes and cancellations:**

1. For any change of name, date, hour, route or flight cancellation purchased with the "Membership" is subject to the changes policy in force and applicable to any reservation as well as the terms and conditions published on **www.volaris.com**, with the exceptions indicated in this document.

#### **Airline ticket purchases:**

1. 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**.

#### **Privacy Notice:**

At Volaris website (**www.volaris.com** and **www.vclub.volaris.com**) owned by Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. ("Volaris"), Antonio Dovalí Jaime, número 70, Torre B, Piso 13, Colonia Zedec Santa Fe, Delegación Álvaro Obregón, C.P. 01210,



México, Distrito Federal), we are fully committed to protecting your privacy. We use your personal information solely to provide air transportation services as contracted, to contact you about your reservation, to conduct surveys regarding our services, and to send email messages about additional offers and services that we or our partners may provide. You may view the full Privacy Notice on our site ([www.volaris.com](http://www.volaris.com) and [www.vclub.volaris.com](http://www.vclub.volaris.com)).

If you have any questions, contact us **here**. When entering the site, you must click on "Submit a ticket", complete the form that is indicated clearly and precisely and at the end click on "Submit".

The customer agrees to submit to the laws and competent courts, whether federal or local with address in Mexico City, to settle any type of dispute with "Volaris" derived from these "Terms and Conditions", as well as the use of the "Membership" in any of its modalities and of the flights or reservations acquired with it, renouncing any other jurisdiction that, due to their present or future addresses, or for any other reason, may correspond to them.