

Terms and conditions v.pass

The present terms and conditions (hereinafter, the "Terms and Conditions"), are intended to regulate and establish the procedures applicable to the product called "v.pass" (hereinafter the "Product"), offered by Concesionaria Vuela Compañía de Aviation, SAPI of C.V. ("Volaris") as follows:

Mechanics:

People who wish to obtain the Product may acquire an Individual Subscription in the following terms:

- 1. Only individuals over 18 years of age can subscribe.
- 2. At the moment of paying the first monthly payment on the website vpass.volaris.com, the customer will be considered as a v.pass subscriber
- 3. For the acquisition of the Subscription, the system will request an email and a password, as well as the personal data of the owner that must be registered as they appear in their official documents. The user will be the email that the owner has entered at the time they registered on the page and cannot be changed later.
- 4. The registered email must be different from any other email previously registered in Volaris.
- 5. It is the customer's responsibility to memorize the password entered into the system. In case the password has been forgotten, it can be restored from the website www.volaris.com
- 6. Once the purchase of the v.pass Subscription has been made, the customer will receive an email with the corresponding details of their purchase.
- 7. To obtain the benefits of the v.pass Subscription, the customer must access the website vpass.volaris.com and log in with their v.pass member data.
- 8. To obtain the benefits of the v.club membership, included as a benefit of the v.pass Subscription, the customer must access the website www.volaris.com and log in with the same data of his v.pass account.
- 9. The available seats for promotions and the exclusive prices of v.pass are not guaranteed, they are subject to availability, since the flights available to be purchased with the "Membership" are only those offered on the website www.vpass.volaris.com
- 10. The v.pass Subscription is personal and non-transferable, so it cannot be assigned or in any way alienated to a third party, and cannot be converted to a group membership.
- 11. The flights that are acquired through the v.pass Subscription are personal and non-transferable, so they cannot be assigned or in any way disposed of to a third party.
- 12. It is the responsibility of the customer to have enough space in his e-mail and to safely register the following email accounts: <u>informes@volaris.com</u>, <u>promociones@experiencias.volaris.com</u>.

About subscription purchase and payment:

1. The subscription has a mandatory period of 12 months from its activation and will not be refundable at any time.



- 2. Subscription customers automatically become v.club customers, being able to buy the v.club price in the regular flight purchase process at volaris.com.
- 3. The customer may decide from which date to start his subscription at the time of purchase: he may choose between the date on which you requested it (that is, the subscription will begin to run its validity on the date of the acquisition) or it can start on the 1sT day of the following month. In case of starting on a different day than the 1sT of the month, the v.pass can be used only in the remaining days of that same month.
- 4. The price of the subscription varies according to the selection and personalization made by the customer. The additional services that are added in the subscription will be added to the total monthly amount to be paid.
- 5. Optional services that are added to the subscription will not be refundable if they are not used in any of the flights.
- 6. Optional services that are added to the subscription cannot be eliminated during the term of the same.
- 7. The customer can pay his v.pass subscription only with a credit card issued in Mexico.
- 8. The customer can access their profile to modify their payment method if necessary.
- 9. The subscription charge will be shown in the customer's account statement as BANWIRE*VOLARIS, VPASS MXN 2 o VPASS MXN USD 2
- 10. When you subscribe, it will be a first transaction of \$ 20 pesos to validate your card, this charge will be refunded in a period no longer than 10 labor days or it will be maintained in a process on your card which will not generate a charge.

About flights reservations:

- 1. The customer will book his v.pass flights through the website vpass.volaris.com. He can also use the same user to buy v.club prices on volaris.com
- 2. The customer will access with their username and password to book their monthly flight on the website vpass.volaris.com
- The customer must have a valid subscription to be able to buy their corresponding flight each month and the subscription needs to be active on the date of the acquired flight, otherwise the contracted service could not be used.
- 4. The subscription will only offer direct flights (no connecting flights are available).
- 5. The subscription allows only the purchase of domestic flights (within Mexico).
- 6. The customer must cover the corresponding amount to the applicable entry, exit taxes and TUAs (Airport Use Rates) when booking their flights.
- 7. The customer can only pay for the selected flights with a credit card.
- 8. The customer may only purchase flights that are included in accordance with the personalization for the v.pass subscription at the time it was acquired.
- 9. The customer can buy any flight that is available from the itinerary on the website vpass.volaris.com during the current month.



- 10. The customer can only fly once a month (single or round trip, depending on his selection), without being able to make an additional reservation in the same month.
- 11. The customer may book only for the current month (from the 1ST to the last day of each month).
- 12. The customer may purchase for later months, only when the next pass for the following month is enabled.
- 13. The subscriber is the only one who can use this product, therefore it is not allowed to change the name on the v.pass subscription or on the flights that have been purchased by using it on the site vpass.volaris.com
- 14. The customer may add the additional services that he requires in each reservation through any sales channel (www.volaris.com, mobile app, Call Center or directly at the airport)
- 15. Flights purchased through the subscription are governed by Volaris baggage policy for domestic flights in a Zero fare, which can be consulted at volaris.com
- 16. The customer who has originally added additional services to his subscription will have such services on each flight purchased with his v.pass (either single or round trip, according to his selection)
- 17. For customers who have chosen a round trip subscription:
- a. In case of booking a single flight, the additional segment cannot be recovered.
- b. The "return" flight can be reserved for the current month of the outbound flight and until the first 5 days of the following month.
- 18. In case of any error regarding the flight payment, the reservation will be placed in "HOLD" status, being the customer's responsibility to contact the Call Center to complete the transaction.
- 19. The payment of taxes for the reservation will be shown in the customer's account statement as VOLARIS ECOM

Renovation:

- 1. The subscription is automatically renewed every month during the validity period, confirming that the payment was approved.
- 2. It is the customer's responsibility to ensure that their subscription is renewed successfully every month.
- 3. The renewal will be processed on the 1st of each month (regardless of when the initial payment was made).
- 4. The recurring charge is never ceased, even if one of the payments is not successful. The process attempts to collect the corresponding amount each month, with a maximum of 4 attempts every 48 hours.
- 5. If the subscription charge cannot be executed at the time, the mandatory period is not affected, because when executing the correspondent charge, the due balance will also be charged.

Cancellation:



- 1. The subscription cannot be cancelled during the mandatory period of 12 months.
- 2. The customer can cancel his subscription from the 12th month of validity once paying the 12th month.
- 3. The subscription is never canceled automatically, even from the 13th month, being the customer's obligation to cancel it when he requires it (once the mandatory period is completed).
- 4. If the payment process is rejected for 3 consecutive months, the subscription will be automatically canceled and Volaris will withdraw from such actions.
- 5. In case the customer initiates a bank clarification (chargeback) with his banking institution regarding the recurring charge of the v.pass subscription, he will not be able to use said subscription nor any of the flights acquired until such process is completed and the corresponding payment of the subscription is made, in order for it to be fully paid and valid.
- 6. Volaris reserves the right to cancel the subscriptions that have been subject to bank clarification, even if these have been or not in favor of the subscriber, so that they cannot be used later to re-subscribe to the site vpass.volaris.com
- 7. The subscription can only be canceled by sending a request <u>here</u>, once the period indicated in point 1 of this section has been completed.

Use:

- 1. If the customer does not use his subscription in a month, the use is not cumulative to subsequent months (even for round trips where one of the segments has not been used).
- 2. The reservation of the flights of each month must be made at least 4 hours before the chosen flight departure.
- 3. In case of misuse of the subscription, Volaris is fully entitled to cancel it.

Customer service:

The customer may request support regarding their subscription here.

Changes and cancellations:

- 1. Reservations made through this scheme are governed by the same general rules as any other of the Volaris sales channel.
- 2. For voluntary changes, charges apply accordingly to the current policy, where:
 - a. A change fee is applicable
 - b. The charge for the corresponding fare difference applies (difference between original and new fare)
 - c. Changes can be made up to 4 hours before the flight departure
- 3. Any change of date, time or route of flights purchased with the v.pass Subscription is subject to the current change policies for any reservation.
- 4. In the case of overselling or cancellations, the provisions of the Regular National



Passenger Air Transport Service Contract in its Eighth clause will be followed.

Validity:

- 1. The Subscription is valid for one month, as of the date of registration with a mandatory period of 12 months.
- 2. The validity will be renewed as long as the monthly payment is correctly executed each month.

Invoice:

1. The customer can print his electronic invoice once he has paid for his flight reservation in https://factura.volaris.com/

Fraud prevention:

 All transactions will be reviewed with a fraud prevention system and in case any irregularity is detected in, Volaris may cancel them without prior notice, sending a notification to the customer.

Flight ticket:

The public passenger air transport service provided by Volaris is subject to the Policies, Terms and Conditions published on its website www.volaris.com

Notice of Privacy:

On the website (www.volaris.com) of Concesionaria Vuela Compañía de Aviación, S.A.P.I. of C.V. ("Volaris"), Antonio Dovali Jaime, number 70, Tower B, 13TH floor, Colonia Zedec Santa Fe, Delegación Álvaro Obregón, C.P. 01210, Mexico, Federal District, we are committed to protecting your privacy. When we collect your personal data through the website, we will only use it to provide you with the contracted passenger air transport service, follow up on your reservation, provide you with the additional products or services contracted, conduct surveys of the contracted service, as well as receive e-mail or telephone information about the promotions and additional services that we or our business partners offer. To know how to exercise your ARCO rights consult the complete Privacy Notice on our website.

If you have any questions, please contact us <u>here</u>.



