

PASSENGER AIR TRANSPORTATION SERVICES AGREEMENT

Definitions.

Airline or Volaris.- Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V.

Airport.- Commercial aerodrome destined for public air transportation services, equipped with the required facilities and services to receive and dispatch aircrafts, passengers, cargo, and mail.

Ticket and/or itinerary.- A physical or electronic document identifiable through a number or a code in the **Volaris** electronic systems, containing the PNR, the passenger name, route, date, schedule and fare of the contracted air transportation service.

Call Center.- The **Volaris** telephone service center through which Passengers can request information, acquire and/or change air transportation services.

Passenger.- The recipient of the air transportation services.

PNR.- The alphanumeric code identifying the contracted air transportation services.

Web site.- www.volaris.mx

Section 1. Air Transportation Services.

Volaris will provide the Passenger with air transportation services from a point of origin to a point of destination, subject to the terms, conditions and policies published in the Web Site, all of which are accepted by the Passenger upon contracting the services through any of **Volaris** sales channels.

In consideration of the air transportation services provided by **Volaris**, the Passenger will pay **Volaris** a fixed price, as well as all applicable taxes and charges such as the Value Added Tax, the Airport Usage Tax, Security Inspection Charge, or any other charges that may be applicable from time to time.

Section 2. Passenger.

The Passenger will pay the price of the Ticket and will comply with all applicable legislation, as well as the policies, terms, and conditions set forth by **Volaris**.

The Passenger has the right to be carried on a specific route with his/her checked baggage, as defined below. Checked baggage means the Passenger's suitcase containing clothing and cleansing items. The Passenger also has the right to carry on-board the aircraft a small piece of baggage containing valuable items which must be placed inside the designated compartment or where the crew deems appropriate.

Upon contracting the air transportation services, the Passenger must provide accurate and real information. As a condition to be carried, the Passenger must provide a current and valid ID.

Upon booking the air transportation services, the Passenger and, when applicable, the person purchasing the Ticket accept and understand the terms and conditions set forth in this Agreement, and it is their sole responsibility to consult the Web Site, as this Agreement may be amended from time to time by **Volaris** without prior notice.

Section 3. Passengers with special needs.

Passengers requiring an oxygen tank, a wheelchair, pregnant women, infants, unaccompanied minors during their transportation, physically impaired persons or those with special needs who are able to travel, must ask for the required services upon purchasing their Ticket.

In accordance with applicable laws, Airline will establish the special services that can be provided, as well as any applicable charges for such services and will provide the Passenger all necessary instructions.

If a Passenger needs an additional seat, he/she must request such seat when purchasing or booking the Ticket, where they will be informed of the cost of said seat.

Section 4. Tickets.

Tickets are non transferable and non refundable. It is the Passenger's sole responsibility to verify that his/her name is properly spelled out.

Section 5. Check-in.

The Passenger must arrive at the Airport's check-in counter at least 120 (one-hundred and twenty) minutes before the scheduled flight departure time.

If the Passenger performs the check-in process at a location other than the Airport, he/she must arrive at such location at least 150 (one-hundred and fifty) minutes before the scheduled flight departure time.

Once the Passenger has checked-in, he/she must arrive at the final boarding gate at least 30 (thirty) minutes before the scheduled flight departure time, with the boarding pass and an official ID, which must be shown to **Volaris** personnel upon boarding the aircraft.

Volaris will not be held liable as a result of Passenger's non compliance with the above mentioned requirements, as any action contrary to order and control hinders **Volaris** operations in detriment of those Passengers who comply with such requirements.

Section 6. Baggage.

Passengers may carry a maximum of 2 (two) pieces of checked baggage, weighing up to 25 (twenty-five) kilos or 55 (fifty-five) pounds, each.

If Passenger's checked baggage exceeds the above mentioned weight, the Passenger will have to pay the excess baggage applicable fee, as well as the applicable Value Added Tax, for each additional kilogram.

Notwithstanding the above, transportation of excess baggage will be subject to aircraft's capacity.

All baggage must be identified on the inside and outside, with the Passenger's name and address.

The Passenger **MUST NOT CARRY** on checked baggage prohibited items, including but not limited to: cash, jewelry, securities, stocks, bonds, electronic devices such as radios, cell phones, computers and cameras; medication and treatments, perishables, liquids, fragile items, weapons of any kind, gases, flammable substances, lighters, corrosive items, explosives and magnets.

Volaris will not responsible for the loss of any of the aforementioned items, which will not be considered as baggage, and are being carried without the knowledge or consent of **Volaris**.

If for any circumstance the Passenger's checked baggage does not arrive on the assigned conveyor with the rest of the flight's baggage before leaving the sterile area, the Passenger must present a claim with the **Volaris** personnel in charge. The same procedure must be followed in case of baggage damage, loss or delay.

Baggage damage or loss: compensation due to damages to the checked baggage or loss of checked baggage will consist, as specified in Mexico's Civil Aviation Law, on the following: (i) for damages to the checked baggage, up to 40 (forty) minimal salaries; (ii) for loss of checked baggage, up to 75 (seventy five) minimal salaries. All compensations will be calculated with the minimal salary valid in Mexico City when the damage or loss occurs.

Baggage delay: If Passenger's checked baggage does not arrive to the city of destination with said Passenger, upon Passenger's request, Airline will provide, for each day of delay, the amount of \$250.00 (two hundred and fifty pesos and 00/100) per day, for up to three days, meaning, Passenger will receive a maximum of \$750.00 (seven hundred and fifty pesos and 00/100) as compensation for checked baggage delay.

Section 7. Overbooked or Cancelled Flights.

In compliance with Mexico's Civil Aviation Law, if Airline issues Tickets exceeding aircraft's capacity, or if the flight is cancelled for Airline's own fault, (causes related to the weather or external situations will not be deemed as Airline's own fault), and as a result a Passenger is denied the contracted air transportation, Airline will, at Passenger's choice:

- 7.1. Refund the price paid for the Ticket, or the proportional amount regarding the incomplete segment of the trip.
- 7.2. Offer, through all possible means, substitute transportation on the first available flight, as well as provide, free of charge, telephone or cable communication services to the city of destination, meals in accordance with the time the Passenger had to wait to board another flight; hotel accommodations at the Airport or the city where an overnight is required in which case ground transportation services to and from the Airport will be provided.
- 7.3. Transportation on a later date, at Passenger's convenience, to the city of destination originally contracted.

In addition to the specified in sub sections 7.1. and 7.3. above, Airline will indemnify the affected Passenger with a compensation of no less than 25% (twenty five percent) of the price paid for the Ticket or the proportional amount regarding the incomplete segment of the trip.

Section 8. Fares.

In compliance with Mexico's Civil Aviation Law, fares are freely established by **Volaris**, and will be valid when such fares, as well as all applicable restrictions, are registered before the Ministry of Transportation.

Section 9. Volaris Information and Advertising.

All information and advertising provided, communicated, or shown by **Volaris** on any media outlet including: fares, terms, conditions, policies, and service attributes, is professional, accurate, clear, verifiable, and easily identified by the **Volaris** brand and is in line with the high-quality services offered by the Airline.

All text, images, data, graphics, brands and logos used on the Web Site are property of **Volaris** or its licensors and as such they are protected by the applicable laws and treaties on Industrial and Intellectual Property, therefore Passengers may not use such content in any way.

Section 10. Jurisdiction.

Passenger accepts that the competent authority to settle any controversy with **Volaris** is the Civil Aviation General Office ("DGAC" for its initials in Spanish), subject to the Ministry of Transportation, and as such, any claim must be presented to the Airport's Command Office or directly to the DGAC. The Federal Consumers Bureau will have jurisdiction as established in the applicable legislation.

Notwithstanding the above or any conflicts of law, the parties hereby irrevocably submit to the exclusive jurisdiction of the federal courts in Mexico City.

The contents of this document belong to Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V. ("Volaris") and its rights are protected by the applicable laws and treaties on Industrial and Intellectual Property.