



volaris

Terms and Conditions

This document sets out the terms and conditions under which Concesionaria Vuela Compañía de Aviación, S.A. de C.V. ("Volaris") allows access to and use of its website www.volaris.com.mx ("Site") to any person who enters the same ("User"). Hereinafter the "Terms and Conditions".

Your visit and/or the use of the Site confirm that you are agree to the Terms and Conditions set forth herein, so you should carefully read it before continuing. If you do not agree with the Terms and Conditions, you will not be able to access the Site or you have to immediately stop its use.

To access to the services offered through our Site, you may have to confirm that you have read, accepted and agreed to these Terms and Conditions by clicking "Accept", otherwise you will not be able to continue using the Site.

Volaris reserves the right to totally or partially modify these Terms and Conditions. For this reason, we kindly ask that you return to our Site periodically in order to review the Terms and Conditions in effect.

These Terms and Conditions limits the liability of Volaris, grants you a limited use of the Site in accordance with the Terms and Conditions established of and gives Volaris ownership of and control over information you provide. All personal information provided by User becomes subject to Volaris applicable Privacy Policy Statement, which is published on the Site and we kindly request you to review.

1. - User.

User may visit or use the Site in different roles at different times as follows: (a) whether it only visit the Site without booking services offered through it, or (b) by booking its own arrangements or on behalf of another individual or with its duly authorization, including but not limited to (i) travel agents, (ii) in case of minors their parent or guardian and have the legal right to do so on their behalf, (iii) individual, organization, corporation or other entity with which Volaris has entered into an agreement in order to allow such individual or entity access to the Site and booking services on behalf of third persons.

2.- Purpose for Site's access and use.



volaris

The purpose of granting you with access to the Site and the use of it is to permit the User to obtain information and booking the services offered through our Site or the services provided by an entity with which Volaris has entered into an agreement. The Site is for personal, noncommercial use. User can create, edit, modify, add and delete itineraries and other information related to the booking and purchase of the services offered through our Site. Once the information entered by the User to the reservation system used by Volaris, such information is part of the database property of Volaris. All personal information that is provided to us becomes subject to our Privacy Policy Statement.

User may download and view data and other content available on the Site on its computer in connection with the purpose stated above and not for other purposes. This authorization which is given to the User will be revoked at any time by Volaris without prior notice.

All use of the Site in different way that as permitted by this paragraph is void and denied. Therefore, User can not, including but not limited, copy, display, forward, reproduce, reuse, sell, transmit, distribute, download, license, modify, publish or otherwise use text, images, data, graphics, trademarks, logos, trade names and distinctive marks, screens, articles, user names, content or software used on the Site and other materials and information appearing on the Site ("Content") for public, commercial or any other different purpose from the one referred above. The Content is owned by Volaris or its use is granted exclusively to Volaris and their rights are protected by the Mexican Industrial Property Law and its Regulations, the Mexican Federal Copyright Law and its Regulations and by the International Agreements, the breach of those legal regulations could result in civil and criminal liability. No part of the Site shall be interpreted as (i) conferring any license in respect of its Content or any other intellectual property right, or (ii) as an authorization to make any links or references on the Site, unless it will be permitted by Volaris through an written agreement.

3.- User's Obligations

User agrees and undertakes:

- a) To access and/or use the Site in accordance with these Terms and Conditions.
- b) Do not allow or provide access to the Site to any person under the full age of majority in its jurisdiction, unless such access and/or use of the Site are supervised by their parents or guardians and have the legal right to do so.
- c) Do not misuse the Site, including but not limited, making false or illegal transactions or others which could affect Volaris's image.



volaris

- d) To use the Site for personal purposes and not for commercial use.
- e) Do not copy, distribute or disclose personal information to any other User by mail or online or to make it public by any other way without their prior consent.
- f) Do not disclose to anyone the user names, passwords and alphanumeric keys provided you by Volaris for identifying the air carrier services (Passenger Number Record "PNR"). The User is sole responsible for the protection and use of the information.
- g) Any information provided by the User to Volaris is true, complete, accurate and should reflect your current situation in connection with the services that you acquire trough the Site.
- h) Any commercial use or copying of any of the Content other than for the purpose expressly permitted herein is contrary to these Terms and Conditions and not permitted. Without limitation, engaging in data mining, data processing, "screen scraping", or the use or application of any automated script, macro, program, application, software, "bot" or similar technical device to extract, process, copy, distribute, data mine, aggregate, collate, cross-reference or manipulate the Content, or any information or data contained in, displayed on, or accessible or available in any manner from or through this Site is strictly prohibited, provided however that bots, spiders or similar programs used by bona fide search engines to index the initial home pages in English and Spanish of this Site for search purposes available to the general public via ordinary web browser applications are permitted to carry out their bona fide indexing functions.

4.- User's communication with Volaris.

Any communication that any User sends to Volaris by mail or by some other way gives Volaris ownership of and control of the information you provide. Volaris shall not be obliged to treat such communication as confidential and Volaris does not assumes obligations regards to divulge, publish, reproduce or otherwise use it for any purpose, thus leaving Volaris sole discretion to use or not of those communications.

The User shall not use the Site for sending Volaris and/or any of its subsidiaries and/or affiliates, including but not limited, projects, proposals for advertising campaigns or promotions, procedures, methods, techniques, phrases, advertising, ideas, designs, logos, photographs, diagrams or any other data and/or information ("Proposals"), independently of the purpose that User pretends, that has not been requested expressly by Volaris.

Notwithstanding above, if User sends unrequested communications or Proposals, it shall be understood that Volaris may use the information contained in such communications or



volaris

Proposals for any purpose, without any obligation to pay or offer any compensation to the User for such use.

5.- Compliance with terms, conditions and other policies published on the Site.

User agrees to comply with the terms, conditions and policies published by Volaris from time to time on the Site, which will be applicable to the use of it and of the information that is provided by the User.

6.- Limitation of Rights.

These Terms and Conditions do not grant rights to the User, it only grants permission to access and use the Site as set out herein. User agrees that Volaris, in its absolute discretion, could revoke, suspend and cancel the access and/or use of the Site to any User that has breached any provision of these Terms and Conditions at any time without prior notice.

7.- Waiver.

User acknowledges that use of the global network known as Internet and websites accessed and/or use by you are inherently dangerous and subject to computer, system and network failure. While Volaris will take such steps as are reasonable in the circumstances to maintain the security of the Site and the data and Users privacy and confidentiality with respect to information they provide, User agrees that they are using the Site at their own risk and that in no event shall Volaris be held liable for any loss or damages, however caused, including but not limited, loss or damages caused from the fact that an unauthorized individual to act on behalf a User achieves access to it personal information. No warranty is given by Volaris in order to prevent such access.

User agrees that access and/or use of the Site is at their own risk and in no case Volaris shall be liable for any loss, damage and injury caused directly or indirectly, by such use and/or Site's Content or their inability to use it, as well as damages caused by the discharge of, including but not limited, any audio file, data, images, materials, photographs, text, video of the Site.

8.- No warranty.

Volaris does not warrant that the Site will operate error-free or that it and its server or servers are or will be free of computer viruses, trojan horses, or other harmful content, devices or programs. The Site and its content and material, and access to the data, are all provided on an "as is, where is", and "as and when available" basis without any



volaris

representations, guarantees, conditions or warranties of any kind. To the fullest extent permitted by the law, Volaris disclaims any and all conditions and warranties, whether express or implied, including the condition or warranty of merchantability and the condition or warranty of fitness for any particular purpose. Volaris makes no warranty or representation of non-infringement. Volaris further makes no warranties or representations concerning the accuracy, reliability, completeness, or timeliness of the data accessed by use of the Site and makes no commitment to update it. Volaris not warrant that the use of the Site and/or its Content by a User will not infringe intellectual property rights of thirds.

9.- Limitation of Liability.

User agrees that in no event will Volaris be liable for indirect, general, special, economic, consequential, exemplary or punitive damages resulting from the use of the Site, whether in tort, contract or any other cause of action, including without limitation, for loss of data, information or programs, or damage to computers or networks, or from breach of privacy and similar personal rights, or from infringement of intellectual property rights, or from defamation, libel or slander, or any other damages whatsoever, whether or not Volaris shall have been advised of the possibility of such damages.

10.- Site's Availability.

Volaris shall make reasonable efforts to maintain the Site's Content available, which at no time represent an obligation for Volaris. Volaris may disrupt or cancel the access to the Site, at any time without prior notice to the User and without liability. The access to the Site and/or to its Content in any case will be understood as a generator of a property rights or of any kind in favor of the User. Subject to their Privacy Policy Statement and applicable law, Volaris reserves the right to modify, amend, remove, and generally make any changes to the Site's Content in its absolute discretion. User agrees that third parties may have access to the Site's content and that they could modify or remove such Content without the permission of Volaris. Therefore, User agrees that Volaris has no control over such third parties and that under no circumstances be liable in the event that such changes affect in any way the User's information.

11.- Evidence.

Computer records stored in reasonably secure conditions by Volaris with respect to the Site and/or its Content the User's access to them will be accepted as conclusive evidence of User's conduct, communications and dealings with the Site and/or its Content. Computer records will be deemed to be stored in reasonably secure conditions if systematically



volaris

recorded on a durable and inalterable medium, including a write-protected disk, tape, CD or DVD or similar medium.

12.- Indemnity.

User hereby consents to indemnify and hold Volaris harmless for any and all damages sustained should User breach these Terms and Conditions.

13.- Entire Agreement.

Subject to any other applicable agreements to which Volaris may be a party, this is the entire agreement, contract and understanding between User and Volaris.

Should any portion or portions of these Terms and Conditions be held by a Court of competent jurisdiction to be unenforceable, then such portion or portions shall be severed from these Terms and Conditions, and the remaining portions of the Terms and Conditions shall be enforced.

14.- Currency.

The costs of the services offered through the Site are expressed in Mexican pesos (MXP). Notwithstanding could be expressed in United States of America dollars.

15.- Other sites.

These Terms and Conditions relate only to the Site property of Volaris. User agrees that Volaris has no control over the content or performance of any website linked to or from the Site, that Volaris expresses no opinion concerning the content or performance of any such website, and that Volaris shall in no event be held liable or responsible for the content of any such website. Volaris shall not be liable for websites that offer hyperlinks and references to the Site.

16.- Copyright and Trademark Notices.

All contents of the Site are owned by Volaris and are registered under copyright (Copyright) by Concesionaria Vuela Compañía de Aviación, S.A. de C.V. Volaris ® is a registered trademark of Concesionaria Vuela Compañía de Aviación, S.A. de C.V. Other trade-marks of third parties on the Site are the property of such parties, used with permission. All rights are expressly reserved.



volaris

17.- Headings.

Headings are for convenience only and shall not affect the interpretation of these Terms and Conditions. Therefore, it's necessary to review what which be expressed in the text of this document.

18 . Jurisdiction and governing law.

User agrees that these Terms and Conditions shall be governed by and construed in accordance with the laws of the United Mexican States.

User hereby irrevocably consents that any legal action or proceeding against it with respect to these Terms and Conditions shall be brought in the federal courts of the United Mexican States located in Mexico City.

User hereby irrevocably submits to and accepts with regard to any such action or proceeding, generally and unconditionally, the jurisdiction of the aforesaid courts, and User hereby waives, to the fullest extent permitted by law, any right that it may have to claim that any such action or proceeding be brought in a different jurisdiction to which it may be permitted under law, its domicile or for any other reason.