

## Terms and Conditions #CielitoLimpio for Volaris' Customers

The purpose of these terms and conditions (hereinafter, the "Terms and Conditions") is to regulate and establish the scope of the program called #CielitoLimpio (hereinafter "CielitoLimpio") offered as an additional product for customers of Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., Vuela El Salvador S.A. de C.V. and Vuela Aviación, S.A. (hereinafter jointly referred to as "Volaris").

Volaris customers who wish to purchase the additional product #CielitoLimpio may do so under these Terms and Conditions, which are read and accepted by the customer at the time of purchase of #CielitoLimpio in the sales channels.

### Definitions

For the purposes of the interpretation and application of the provisions herein, the use of the following words shall have the meaning and connotation indicated below each one of them, without prejudice to their use in singular or plural, capital or lower case, masculine or feminine, and which shall be understood as defined terms, in this sense, shall be understood as follows:

**Voluntary contribution:** the customer's voluntary purchase of the additional #CielitoLimpio product for Volaris to acquire certified carbon credits.

**Benefit:** the opportunity for customers to neutralize part of the environmental footprint of their flight in question.

**Customers:** people who have purchased a flight with Volaris and voluntarily acquire the additional #CielitoLimpio product ("Customer").

**Certified carbon credits:** a financing tool to support carbon projects that reduce Greenhouse Gas (GHG) emissions, which are certified by international organizations and, in the case of Volaris, managed by MEXICO2.

**Carbon project:** seeks to contribute to the reduction of GHG emissions through the capture, avoidance and reduction of these and can be generated by initiatives from different sectors and activities, from the energy sector, waste to forestry and agriculture.

**Certified carbon credit purchase program #CielitoLimpio:** voluntary contribution program that allows Customers to purchase additional #CielitoLimpio product and reduce part of the carbon footprint of their travel, which in turn translates into a reduction of Volaris' Scope 1 GHG emissions.

### Sales Channels

The purchase of the additional product #CielitoLimpio can only be made through the Volaris website [www.volaris.com](http://www.volaris.com), the call center and/or at the counters of the airports operated by Volaris.

### Purchase Mechanics of #CielitoLimpio

The Customer may only purchase the additional #CielitoLimpio product when he/she has a paid, active flight reservation and prior to check-in for the flight in question.

For the purchase of #CielitoLimpio on the website Customers shall:

1. Purchase a flight reservation with Volaris on its official platforms and pay by credit or debit card.
2. Once the reservation has been paid in full, the Customer will be able to access the website [www.volaris.com](http://www.volaris.com) section "My Trips".
3. In the "My Trips" section enter the "Additional Services" tab and add the additional #CielitoLimpio product.
4. Pay.

For the purchase of #CielitoLimpio in the Call Center Customers must:

1. Purchase a flight reservation with Volaris on its official platforms and pay only by credit or debit card.
2. Once the reservation has been paid in full, the Customer may call the official numbers of Call Center and select the "Purchase of Additional Services" option.
3. Add additional #CielitoLimpio product.
4. Pay.

The Customer may also purchase the additional #CielitoLimpio product from service agents at Volaris counters at the airports where it operates, the types of payment will depend on the payment arrangements at Volaris counters.

#### Restrictions and Rules of #CielitoLimpio

1. The price of #CielitoLimpio is only in Mexican pesos (MXN). In case the product is to be paid in US dollars (USD), it will be taken at the current exchange rate on the date of purchase.
2. The Customer may opt for two types of cost modalities in accordance with the following:
  - a) **Miles:** The cost is equivalent to the total flight miles of the Customer's reservation flight over which the additional product is added in 3 ranges:

Route	Price in Mexican pesos
Short route (0-500 mi):	\$22 MXN
Medium route (500-1000 mi)	\$32 MXN
Long route (>1000 mi)	\$42 MXN

- b) **Partial:** The cost is fixed (\$22 MXN) and not equivalent to miles.

The Customer can review the calculated costs\* per single flight in the information published on the Volaris website, additional products section: <https://cms.volaris.com/globalassets/pdfs/esp/ancillariesandfees.es.pdf>.

3. No post-departure purchases are allowed.
4. The Customer shall pay the taxes corresponding to the Voluntary Contribution.
5. The purchase of #CielitoLimpio is voluntary and in no way conditions the Customer to obtain other Volaris services and products, nor does it condition the cost of other Volaris services and products.
6. The purchase of #CielitoLimpio is not available for codeshare flights and, for group charter flights, it will be available from 10 Customers.

### **Certificate of Participation**

Once #CielitoLimpio is purchased, a symbolic certificate will be sent to the Customer for their voluntary contribution to the email registered in the reservation, this certificate does not have any official validity nor is it a certificate of carbon credit acquisition.

### **Reimbursement**

The following cancellation rules are solely and exclusively applicable to #CielitoLimpio and these Terms and Conditions. Regarding other Volaris products and services, they will be governed by their own policies and terms and conditions found on the website [www.volaris.com](http://www.volaris.com).

In case of flight cancellation attributable to Volaris in the reservation related to the purchase of #CielitoLimpio that results in the cancellation of the Customer's reservation, the refund equivalent to the amount paid by the Customer for such additional product will be applicable; however, if Volaris grants a protection flight to the cancelled flight and the Customer accepts it, the refund will not be applicable because #CielitoLimpio will be applicable in the protection flight. If the Customer does not travel on his/her reservation for reasons attributable to him/her, the refund of the purchase of the #CielitoLimpio product will not be applicable.

In addition to what is established in other parts of this document, the reimbursement will not be applicable in the event that the Customer does not know the charge made to his/her credit or debit card.

### **Information about #CielitoLimpio**

1. Volaris does not market, advertise or sell certified carbon credits. #CielitoLimpio is only an additional product to acquire certified carbon credits from a third party (MEXICO2).
2. Volaris offsets only the airline's "Scope 1" GHG emissions.
3. Certified carbon credits are purchased quarterly with voluntary contributions collected during this period from the sale of #CielitoLimpio.

4. The carbon projects to which the funds allocated to the purchase of certified carbon credits by Volaris are destined may vary according to the availability of the market for certified carbon credits as determined by MEXICO2.
5. The Customer can find information on the carbon projects and programs for which contributions can be used on the <https://www.mexico2.com.mx/> website.

### **Customer Service**

In case of doubts or clarifications related to #CielitoLimpio, as well as these Terms and Conditions, the Customer may contact the Volaris team, through the same sales channels mentioned above for the purchase of such additional product.

### **Vulnerable Activities**

Pursuant to the Federal Law for the Prevention and Identification of Operations with Resources of Illicit Origin and/or other applicable laws or international treaties, as a result of certain activities carried out by Customers that are considered vulnerable activities, Volaris will share the Personal Data of Customers with the corresponding authorities, which will be used for the prevention, identification, investigation and punishment of operations with resources of illicit origin and other related crimes.

### **Personal Data**

Concesionaria Vuela Compañía de Aviación, S.A.P.I. de C.V., domiciled at Antonio Dovalí Jaime número 70, Torre B, Piso 13, Colonia Zedec Santa Fe, Alcaldía Álvaro Obregón, C.P. 01210, México, México City, Vuela Aviación, S.A., with address at Parque Empresarial AeroCentro, Piso 2, Radial Francisco J. Orlich, Rio Segundo, Alajuela, Costa Rica, C.P. 20109, and Vuela El Salvador, S.A. de C.V., with address at Urb. Madre Selva III, Calle Llama del Bosque Poniente, Antiguo Cuscatlán, La Libertad, El Salvador, we are committed to protect your privacy. When we collect your personal data through the website we will use them only to provide you with the air passenger transportation product contracted, follow up on your reservation, provide you with the additional products or services contracted, conduct surveys of the contracted product, as well as to receive by e-mail or telephone information about promotions and additional products that we or our business partners offer. To learn how to exercise your ARCO rights, please consult the complete Privacy Notice on our website [www.volaris.com](http://www.volaris.com).

### **Modification of Terms and Conditions**

Volaris reserves the right to modify these Terms and Conditions at any time, in whole or in part, so we suggest that you periodically review the Volaris Sales Channels in order to be aware of the current Terms and Conditions.

In case of not agreeing with the Terms and Conditions of #CielitoLimpio, the Customer is not obliged to purchase this product as part of the purchase process, therefore, the purchase of the #CielitoLimpio product is completely voluntary.

To purchase the #CielitoLimpio product through our Sales Channels you agree that you have read, know and agree with these Terms and Conditions.

### **Volaris Liability Release**

The global certificates of certified carbon credits acquired with the voluntary contribution to #CielitoLimpio are issued to Volaris by internationally recognized carbon standards and managed by MEXICO2, which is responsible at all times for the destination of the funds and that the certificates are valid carbon projects.

Volaris reserves the right to discontinue the #CielitoLimpio add-on product at its absolute discretion and at any time, without prior notice; this agreement shall be subject to any applicable legislative or other regulatory controls imposed by existing or future state and federal governments.

### **Fraud Prevention**

All transactions made on [www.volaris.com](http://www.volaris.com) will be reviewed with a fraud prevention system, in the event that any irregularity is detected in the transactions, "Volaris" may cancel, without any liability whatsoever, the transactions without prior notice.

### **Jurisdiction and Applicable Law**

The Customer agrees to submit to the competent laws and courts, whether federal or local, domiciled in Mexico City, to resolve any dispute with Volaris arising from these Terms and Conditions, waiving any other jurisdiction that may correspond to them due to their present or future domiciles, or for any other reason.

### **Headings**

The headings are included only for the ease of reading these Terms and Conditions, but shall not alter in any way the interpretation of the same, and shall at all times be as expressed in the text of this document.