## **1.0 General Policies**

**1.1 Introduction**

The purpose of Aeroenlaces Nacionales, S.A. de C.V. (“VIVA”) terms and conditions is to inform our Passengers of the general standards and procedures under which Viva will provide the air transportation service (the “Service”) is based on (the “Terms and Conditions”).  
  
We ask you to read carefully the present Terms and Conditions.  
  
VIVA may change and/or modify these Terms and Conditions at any time, in whole or in part, being applicable the Terms and Conditions which are published on our website [www.vivaaerobus.com](https://www.vivaaerobus.com/) (the “Website”) by the time of the Service provision. In case of changes or modifications, VIVA will not be obligated to send any type of announcement or notification. Upon making the purchase of any product and/or service with VIVA, the Passengers agree to the present Terms and Conditions without any restriction.  
  
The heading titles that appear in the present Terms and Conditions will have obligatory character and will be used only for easy references, without conferring any rights or obligations, these headings should not be used to interpretate or modify the content or extent of the provisions in these Terms and Conditions. In case of a conflict between the heading titles and the text, the text of each section will prevail.

**1.2 Definitions**

Adult: Individual of 18 (eighteen) years old or over by the date of the scheduled flight, regardless of gender or nationality.  
  
Airport(s): Public service civilian air dome(s) with the facilities and suitable services for the planes to arrive and leave, for passengers, cargo and mail of the regular air transportation service in which Viva Aerobus has operations.  
  
Emotional Support Animals: Domestic Animals which, as part of a medical prescription, provide company and a feeling of security, helping Passengers to overcome certain emotions, such as loneliness, depression, anxiety and/or certain phobias, but which do not have special training to carry out specific or service tasks for a Passenger with a Disability and/or Reduced Mobility.  
For an Emotional Support Animal to be considered a Support Animal, it must have the necessary training certificates according to current legislation.  
Viva Aerobus only agrees to carry dogs and cats as emotional support animals.  
  
Service Animals: Domestic Animals, which with prior training, can obey commands or be conditioned to perform a specific service for a Passenger with a Disability and/or Reduced Mobility and who have the proper permits and/or authorizations for their transportation under current legislation. Viva Aerobus only agrees to carry dogs and cats as Service Animals.  
  
Domestic Animals (Pets): Any animal that can live alongside humans in a domestic setting. Viva Aerobus only agrees to carry dogs and cats as domestic animals.  
  
Viva Aerobus App: Computer program or software which can be installed on mobile devices or smartphones, whereby Passengers can sign up, create a Reservation, receive alerts and download their digital Boarding pass.  
  
Firearm: This classification covers pistols, ammunition, flare guns, air pistols, shotguns, hunting rifles and blank-firing guns.  
  
Personal Item: Any item, including, but not limited to, a bag, handbag, backpack, case, dress bag, suit bag, meat case, diaper bag, carried by a Passenger, as long as it fit within the maximum allowed dimensions, which are 45 x 35 x 20 cm.  
  
Seat(s): Viva Aerobus shall randomly allocate seats to all passengers whatever fare or combo they acquire them at, however, individual seat selection shall be available to Passengers for an extra charge, depending on the zones or sections available in the cabin, which could be:

* Priority/VIP Priority: Refers to the first three or six rows of the passenger cabin (clearly identified in the aircraft and on the seat plan), which also grant the passenger Priority boarding privileges at no extra cost.
* Preferential Seating: The area of seating which includes the VIP Priority and Space + sections.
* (Space +): Refers to the seas located by the aircraft’s emergency exits, which offer more legroom and comfort for passengers.
* Regular Seats: Refers to the rest of the seats, i.e. those not described in items 1, 2 and 3 of this section.

Disruption Assistance: Additional Service that may be purchased by the Passenger only at the time of purchase of his/her Reservation; provided that the purchase is made at least 24 (twenty-four) days prior to the required flight, which will be operated by Hopper (USA), Inc. (hereinafter "HTS") and will allow the Passenger to request for a single occasion, a substitute air transportation either with Viva Aerobus or any other airline with which HTS has an agreement (the "Substitute Transportation") that will include all the Passengers of the Reservation and will contain similar conditions to the original Reservation, such as destination, name of the Passenger(s), characteristics of the selected fare, and others.

The aforementioned, when the flight contained in the Passengers' Reservation has been cancelled or has a delay of more than 120 (one hundred and twenty minutes) and complies with the terms and conditions of HTS established within the following link: <https://cdn.hopper.com/hc_airlines/Viva_DG_Terms_and_Conditions_EN.pdf>

In the event that the Passenger does not desire a Substitute Transportation or does not find one that meets his or her needs, he or she may request HTS an Disruption Assistance Refund (term defined below) of his or her Reservation from HTS; provided that he or she complies with the terms and conditions set forth within the following link: <https://cdn.hopper.com/hc_airlines/Viva_DG_Terms_and_Conditions_EN.pdf>

As HTS is the sole operator of Disruption Assistance service, it shall be solely responsible for the Substitute Transportation and the Disruption Assistance Refund, so any claim must be addressed to it. Viva Aerobus will not be responsible for any claim related to Disruption Assistance or the Disruption Assistance Refund.Ticket: Refers to the physical and/or electronic document that contains the air transportation service agreement entered into by and between Viva Aerobus and the Passenger, as well as the information of the booking confirmed and paid by the Passenger in the Viva Aerobus booking system, which specifies the name of the Passenger, route, date, time and rate of the procured Service.

D.I.: Short for “Dangerous item,” meaning any item with the capacity or clear ability to cause injury by cutting, wounding, or penetrating with sharpened or pointed edges, or by firing a projectile, and which, due to its nature, is forbidden from being carried in an aircraft cabin due to the risk posed to operations and passengers.

Call Center (Telephone attention center): It is the area dedicated to the communication with the Passengers, business partners, associated companies, among others, by telephone as an inbound or outbound means of communication, managed by specialized staff in conjunction with the necessary physical and technological resources based on defined processes and procedures to meet the Passenger’s needs. The phone number to reach the Call Center is 01 81 82150150.

Booking Changes: The changes to the Reservation conditions, such as date, time, destination, Passenger’s name or any condition different to that requested in the flight originally booked.

Sales Channels: The various technological platforms, affiliate network, Call Center and/or physical points of sale authorized for the confirmation of reservations and/or the sale of Viva Aerobus seat inventory.

Connection Centers: A specialized Service desk for Connecting Passengers or Connecting Flights intended to offer support, answer queries and ensure that the processes and procedures laid out by Viva Aerobus for this service be complied with.

QR Code: A square, two-dimensional code that can store coded data. Most of the time the data consists of a link to a Website (URL).

Freeze Your Fare: This method is accessible to the individual who pays the applicable fee, allowing them to ensure the cost of the Base Fare chosen in their Reservation, as well as the applicable TUA and the Additional Services, for a limited period.

Freeze Your Fare service will only be available at Viva Airports Stores. For matters related to this fee, please refer to section 16.6 of these Terms and Conditions.

Combos: Refers to the set of Additional Services included at the Light, Extra and Smart fares, offered as a package for a special discounted price.

Starting July 10, 2023, the Extra Fare will no longer be available for purchase. However, Reservations made under this Fare will be fully honored, and the terms and conditions associated with those reservations will remain applicable.

Connections or Connecting Flights: Refers both to Flights with a Stopover (a term defined further on), which may or may not involve a change of aircraft and/or terminal, between the Passenger’s point of departure and his/her final destination. For the purposes of these Terms and Conditions, all the sectors in a Reservation containing Connecting Flights shall be considered operated by “Viva Aerobus”.

Security Fee: Refers to a special fee to be paid by the Passenger to VivaAerobus and payable to the relevant airport, for the airport service, which includes the services of the security personnel, baggage transportation services, personal inspection services, etc.

Biometric Data: Personal details of the physical, physiological, or behavioral characteristics of a person that permit or confirm their unique identification. They allow rapid authentication and secure access management.

Personal Electronic Devices: Cell phones, compact disc players or DVD, mp3, musical players, tablets, portable computers and any similar equipment that uses wireless connection.

Enrollment: Registration of facial identity in a biometric database.

Baggage: Equipment or group of things, objects or items carried by a person while is traveling or moving from one place to another, mainly in a Suitcase, and it can be considered as Carry-on or Checked Baggage, depending on the Baggage weight, Suitcase dimensions, or on the travel modality purchased by the Passenger.

Check-In: Refers to the process at the check-in counters, which is mandatory when indicated in accordance with section 5.0, to check your Baggage and obtain the Boarding Pass.

Checked Baggage: Refers to the Baggage owned by the Passenger(s), which shall be under the custody of Viva Aerobus, traveling exclusively in the aircraft’s cargo area, which shall be returned to the Passenger(s) upon presentation of the baggage ticket and/or slip in the carousel assigned in each Airport for the delivery of Checked Baggage.

Carry-on Baggage: Refers to Baggage allowed on board an aircraft. Passengers may carry up to 2 (two) Carry-ons, as long as they fit within the dimensions stipulated in these Terms and Conditions, according to the modality or fare chosen by the Passenger.

Stopover: Refers to any intermediate point in a Connecting Flight, between the point of departure and the final destination. Only intermediate points on a single Reservation shall be considered Stopovers. Landings made for reasons of meteorological conditions, safety, technical issues, emergencies, or mandated by authorities shall not be considered Stopovers. Nor shall two or more Reservations booked independently by a Passenger to reach his/her final destination be considered Stopovers.

Close Relative: Refers to any person who has a bond either for blood or affinity relation up to the first degree with the Passenger, understanding as close Relative the father, mother, children or spouse

HTS: Hopper (USA), Inc.

IAMSA: Inversionistas en Autotransportes Mexicanos, S.A. de C.V.

Official Identification: The following documents will be considered as official identification:

* Valid passport, voter's credential, professional card, credential of the Mexican Institute of Social Security or Institute of Social Security and Services of State Workers, permits issued by the National Institute of Migration, identification issued by the National Institute of Older Adults, Presumptive Mexican Nationality Certificate issued by Mexican Consulates abroad, as well as any identification document issued by a federal authority containing full name, photograph of the passenger, as well as the mention of its validity and that is in force.
* Any identification document issued by a state authority that contains the passenger's full name and photograph, as well as the mention of its validity and is in force (for example driver's licenses)
* Identification badges that certify the Passengers as employees of governmental federal, state or municipal agencies, provided they contain full name, photograph of the Passenger.

The physical documents of the abovementioned means of identification must be exhibited in original since no photocopies, notarized authenticated copies, photos, or scans thereof shall be admissible, except in those cases in which the Passenger exhibits a certified copy of an official report or criminal complaint filed with the Prosecutor Attorney, where the theft or loss of the official identification of the passenger is indicated and that the passenger does not have any other official identification in accordance with the above. Such official reports and /or criminal complaints shall only be valid when dated within the last 3 (three) months prior to the date of the scheduled flight.

Minors and Infants, both national and foreign, may identify themselves with their birth certificate or Unique Population Registry Code (CURP for its initials in Spanish). In the case of Infants, the certificate of Live Birth shall also be valid, provided that the issue date is less than 90 (ninety) days prior to the scheduled flight.

For international flights, the only acceptable Official Identification shall be the valid passport, and the Presumptive Mexican Nationality Certificate issued by Mexican Consulates abroad, in addition to the immigration requirements demanded by the country of destination.

Taxes: According to the Federal Tax Code, taxes are the values in money or in kind determined unilaterally by the State and mandatory for those individuals who are in the situation provided by the law as the one giving rise to the tax credit.

Infant(s): It refers to any person under 2 (two) years old by the time of the scheduled flight. Infants shall travel in Viva Aerobus free of charge.

Compensations: Those compensations and/or indemnities stipulated by article 47 Bis and 62 of the Civil Aviation Law, which shall be considered and applied according to the Viva Aerobus Compensation Policies.

Blunt Instrument or Blunt Object: It refers indistinctively, to any object capable of causing blunt trauma (non-penetrating wound or injury) on a human body or animal.

LAG (Liquids, Aerosols, and Gels): Refers to the following without limitation: water and other potable liquids, soups, syrups, jellies, stews, sauces, and pastas; food in sauces or having a high liquid content; creams, lotions, cosmetics and oils; perfumes; aerosols; gels (including hair and shower gels); the content of pressurize containers (for example sprays), including shaving foam and deodorants; pastes, including toothpaste; toilette soap, mixtures of liquid and solid materials or substances; and mascara; lip gloss or lip balm.

Suitcase: Usually a rectangular case made of leather, fabric or plastic, generally with reinforced edges, with a handle, which can be carried by hand and used for carrying clothing and belongings when travelling or moving from one place to another.

Carry-on baggage or carry-ons: Type of luggage that passengers are allowed to carry along in the passenger compartment not exceeding the dimensions 55x40x25 cm and with a maximum weight corresponding to the Fare or Combo chosen.

The items that are accepted as Carry-on baggage or carry-ons, depending on the Carry-On Baggage allowance according to the Fare or Combo purchased, are including but not limited to:

* Handbag or wheeled suitcase.
* Backpack or briefcase.
* Lightweight stroller or foldable stroller.
* Infant car Seat, baby Seat car, booster Seat, travel crib, and similar items.
* Diaper bag.
* Garment bag
* Meat cooler bag.

Minors: Any person under eighteen years of age as of the flight’s scheduled date, regardless of their gender or nationality.

OTA (external travel agencies): Online Travel Agencies that sell and trade air tickets, hotels, car rentals, and other touristic services to final customers by means of a web platform.

Passenger(s): Person and/or individual who purchased a Ticket, hired and/or used or shall use “Viva Aerobus” Service.

Passengers with Disabilities and/or reduced mobility: Any person whose mobility is reduced due to a physical impairment, whether sensory or locomotory, temporary or permanent, intellectual impairment or disability, and whose situation requires special attention and the adaptation of the Service to their needs.

Boarding Pass: Document issued by Viva Aerobus, which the Passenger shall obtain from Viva Aerobus, and of which he/she must exhibit a hard or digital copy to have access to the departure lounges and the aircraft.

Flexi Pass: An optional and additional service that a Passenger may acquire to switch to the flight departing immediately before, without having to pay to make such change, as long as: 1) the flight being changed is on the same route as on the original Reservation, or, for an alternative route, if the origin is the same, and 2) there are seats available on the flight being requested. The Passenger may request the Flexi Pass service at check-in, or directly with one of our passenger service agents at departure lounges in applicable Airports, at least 2 (two) hours before the scheduled departure time of their original flight and up to 45 minutes before the scheduled departure time of the flight they wish to catch. Outside this time frame, the Flexi Pass shall become invalid and the service may not be granted. For more information, visit<https://www.vivaaerobus.com/es-mx/adicionales/pase-flex>

Baby Package: Additional Service and optional with an additional cost, which conditions are described in 9.1 section of the present Terms and Conditions.

Perishables (seafood, meats, dairies, etc.): Items likely to rot, decompose or become unsafe for consumption or transportation as part of the Checked Baggage, since due to their nature they could contaminate other passengers’ Checked Baggage.

Compensation Policies: The policies issued by Viva Aerobus establishing the rules for compensation in favor of the Passengers, among which, without limitation, the indemnity amounts, the situations in which the compensation shall proceed, and the ways in which the Compensations shall be applied and delivered.

Said Compensation Policies are registered with the competent authority in compliance with the Civil Aviation Law.

Facial Recognition: Facial recognition is a way of identifying or confirming the identity of a person by their face. Facial Recognition systems can be used to identify people from photos, videos, or in real life.

Facial Recognition is a type of biometric security. Other kinds of biometric software include voice recognition, fingerprint recognition and retina or iris recognition.

Refunds: Restitution of the amounts effectively paid -duly or unduly- by the Passengers to Viva Aerobus for Reservations, Additional Services, and changes in accordance with these Terms and Conditions.

Disruption Assistance Refund: Refund of the amounts effectively paid by the Passenger when they have purchased the Disruption Assistance service, and the Passenger does not want a Substitute Transportation, or does not find one that meets their needs.

This refund will be made by HTS, in case the Passenger chooses the option of receiving a Refund for the total amount of his/her Reservation, in accordance with the terms and conditions which can be found in the following link: <https://cdn.hopper.com/hc_airlines/Viva_DG_Terms_and_Conditions_EN.pdf>however, it will not include the refund of the TUA, so the Passenger must request it in accordance with point 2.3.5. TUA Refund.

Total Refund: Additional Service that may be acquired by the Passenger at the time of booking, allowing the Passenger to request a Refund for the total amount of the Reservation. The Total Refund service is provided by ABC Asistencia, S.A. de C.V. (Telasist). Telasist's terms and conditions are available at the following link: <https://content.vivaaerobus.com/Upload-VB/legal/Full-Refund-T&C.pdf>

Telasist is solely responsible for the provision of the Total Refund service, therefore any claim relating to this service should be addressed directly to Telasist. Viva Aerobus is not responsible for any claims relating to the Total Refund service.

Passengers who have purchased the Total Refund service before September 30, 2024, should contact MAS Servicios Asistenciales, S.A. de C.V. (MAS Servicios), whose terms and conditions are available at: <https://content.vivaaerobus.com/Upload-VB/legal/Full-Refund-T&C.pdf>

Travel Insurance: Additional Service that may be acquired by the Passenger at the time of booking, allowing the Passenger to request Travel Insurance with protection against eventualities during his/her trip. The Travel Insurance service is provided by Telasist. Telasist's terms and conditions are available at the following link: <https://content.vivaaerobus.com/Upload-VB/legal/Travel-Insurance-T&C.pdf>

Telasist is solely responsible for the provision of the Travel Insurance service, therefore any claim relating to this service should be addressed directly to Telasist. Viva Aerobus is not responsible for any claims related to the Travel Insurance service.

Passengers who have purchased a protection insurance operated by IGS Asistencia S.A. de C.V. (IGS) before September 30, 2024, should contact IGS, whose terms and conditions are available at: <https://content.vivaaerobus.com/Upload-VB/legal/Travel-Insurance-T&C.pdf>

Reservation: Refers to the transaction for the purchase and sale of Seats through the different official Sales Channels ensuring the proper registration of the Passengers using the air transportation services.

Additional services: Refers to those services marketed and offered in addition to the air transportation services, which are optional for the Passenger, such as Viva Express, Viva Bus, Disruption Assistance, among others.

Internet Site: Refers to Viva Aerobus website: [www.vivaaerobus.com](https://www.vivaaerobus.com/)

Smile&Fly: The free passenger identification program that uses Biometric Data. Enrollment in this program is wholly voluntary. Once Enrolled, the Passenger may opt out of the program at any time, should they so wish, by exercising their ARCO rights. For more information, please see Viva Aerobus’ Privacy Notice.

To make use of the Smile&Fly program, the Passenger must be registered and grant signed consent on our Website. Smile&Fly shall only be available to Passengers with Viva Fan membership. Enrollment is carried out on the Website in the Passenger Profile section. In order to Enroll, the Passenger must have an Official ID and a smart phone that allows them to scan the QR Code which will redirect them to the Enrollment app, giving full control to their telephone to take photos of their face and their Official ID. Once this is done, the system shall crosscheck the likeness of the photograph on the Official ID to the Passenger’s face on the Website. Smile&Fly is only available for flights originating in Monterrey.

Smile&Fly does not replace the requirement to show Official ID at security checkpoints at Airports, where Passengers are expected to show their Official ID and their Boarding Pass to gain access to departure lounges. Intelligent devices used for Enrollment must meet the following minimum requirements: Operating system iOS 11-14 or Android 6-11, at least 2GB RAM, Wi-Fi connectivity, 3G, 4G, 4.5G or 5G, a screen measuring 4.7” or more, a frontal camera and may use the following browsers for access: Google Chrome, Microsoft Edge, Samsung Internet Browser, Opera, My Navigator, Safari iOS and Chromium-based browsers.

Fare(s): The consideration that the Passenger shall pay to Viva Aerobus for the Service, which may vary according to the conditions, availability, and/or Additional Services chosen by the Passenger. The term Fare also refers to the different travel options offered on our Website: Zero, Light, Extra or Smart.

Starting July 10, 2023, the Extra Fare will no longer be available for purchase. However, Reservations made under this Fare will be fully honored, and the terms and conditions associated with those reservations will remain applicable.

Base Fare: Gross cost of the air transportation Service, considering Taxes, Security Fee, exclusive of the TUA and any Additional Services acquired by the Passenger when booking or subsequently. The Base Fare is determined according to the Flight, availability and the offer and demand of the Seats.

Viva Card: Co-brand credit card which gives benefits upon the purchase of Tickets and in the flight experience. Viva Card is currently operated by Scotiabank and MasterCard, therefore, any disputes arising in connection with the Viva Card must be directed to Scotiabank (Scotiabank Inverlat, S.A. Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat).

ToditoCash: It is a pre-paid electronic wallet which gives the Passengers the possibility to provide it with money and to pay their reservations through the Viva Aerobus Sales Channels, this service is operated by Todito Pagos, S.A. de C.V. and it shall be subject to the terms and conditions of ToditoCash on its site<https://www.toditocash.com/> , for which any disputes arising in connection with this e-wallet must be directly addressed to ToditoCash.

TUA: Refers to Airport Improvement Fees, which are officially-imposed fees which all passengers must pay for the use of the facilities and services of terminal buildings at every airport in Mexico, so therefore they are unrelated to and independent of the passenger air travel agreement made between Viva Aerobus Viva Aerobus and the Passenger. Viva Aerobus only acts as a collector of the TUA. TUA should be added to the Base Fare and to the Additional services chosen by each Passenger, as applicable. TUA must be paid in full by the Passenger in order to board the flight.

Viva Aerobus: Refers to Aeroenlaces Nacionales, S.A. de C.V.

UMAs: mean Units of Measure and Update, which is the economic reference in Mexican pesos, established in the law to determine the amount payable for the duties and obligations according to the provisions in the federal and state laws of the Mexican Republic.

Viva Express: It is an additional and optional service enabling the Passengers to use the Viva Aerobus “express or fast” line to check-in, upon the corresponding payment at any Sales Channel. Viva Express is included free of charge in the Combo Smart. Viva Express is also available for sale at additional cost for the rest of the Fares.

Viva Fan Membership: Refers to the annual membership acquired by the Viva Fan, which grants an additional discount to the one already granted in the Smart Combo.

Viva Fan Solo Traveler Membership: The Viva Fan Membership plan which allows only a Holder of Viva Fan Membership to access the benefits offered thereby.

Viva Fan Accompanied Traveler Membership:The Viva Fan Membership plan whereby the Holder of Viva Fan Membership may extend the benefits offered thereby to up to eight (8) beneficiaries. These latter, in order to derive the benefits of Membership, such as Fare discounts, must always travel accompanied by a Holder of Viva Fan Membership.

Viva Points: Refers to the points accrued when using the Viva Card at any establishment. Viva Points may be used to buy flights operated by Viva Aerobus.

Viva Store(s): Point of sale and official “Viva Aerobus” customer service, which is devoted to selling and marketing Airline tickets, in addition to the Additional Services and changes to the Reservations, offering thus a more customized service to the Passengers.

Viva Airport(s) Store(s): Refers to Viva Aerobus official sales points at the following airports. These establishments provide personalized service and facilitate the sale and commercialization of Tickets, among other services such as Freeze Your Fare, Additional Services, and Reservation changes.

Locations:

* Cancun Airport
* Mexico City Airport
* Ciudad Juarez Airport
* Culiacan Airport
* Guadalajara Airport
* Hermosillo Airport
* Leon Airport
* Merida Airport
* Monterrey Airport Terminal A / Terminal C
* Puerto Vallarta Airport
* Tijuana Airport
* Veracruz Aiport

1.2.1 Our Fares/Combos

At Viva Aerobus we offer different fare levels or combos for travelling. The details of each one are listed below:

Starting July 10, 2023, the Extra Fare will no longer be available for purchase. However, Reservations made under this Fare will be fully honored, and the terms and conditions associated with those Reservations will remain applicable.

Zero

* Web Check-In: Included from seventy-two (72) hours before a flight departs. See Section 5.0 of these Terms and Conditions.
* One (1) Personal Item, not exceeding the dimensions 45 x 35 x 20 cm. See Section 12.7 of these Terms and Conditions.
* No changes of any kind to your Reservation will be allowed when purchasing Zero Rate.

Light

* Web Check-In: Included from eight (8) hours before a flight departs. See Section 4.0 of these Terms and Conditions.
* One (1) Personal Item, not exceeding the dimensions 45 x 35 x 20 cm. See Section 12.7 of these Terms and Conditions.
* Carry-on baggage: Includes one (1) piece not exceeding 10 Kg in weight and dimensions of 55 x 40 x 25 cm. See Section 12.7 of these Terms and Conditions.
* Checked Baggage: Available at extra cost. See Section 12.8 of these Terms and Conditions.
* Seat Selection: Available at extra cost. See Section 4.2 of these Terms and Conditions.
* VivaExpress (Priority Documentation): Available at extra cost.
* Change of date, time, or route: Available free-of-charge apart, Fare differences aside, if applicable. Limited to 3 (three) changes per Reservation. Once the permitted free-of-charge changes have been used up, no further change may be made to a Reservation. Please see the rest of the conditions in section 2.2 on Flight Changes, herein.
* Change of name: Available at extra cost.

Extra

* Web Check-In: Included from ten (10) hours before a flight departs. See Section 4.0 of these Terms and Conditions.
* One (1) Personal Item, not exceeding the dimensions 45 x 35 x 20 cm. See Section 12.7 of these Terms and Conditions.
* Carry-on baggage: Includes one (1) piece not exceeding 10 Kg in weight and dimensions of 55 x 40 x 25 cm. See Section 12.7 of these Terms and Conditions.
* Checked Baggage: Includes one (1) piece not exceeding 15 Kg in weight and dimensions and not longer than 158 cm. See Section 12.8 of these Terms and Conditions.
* Seat Selection: Available at extra cost. See Section 4.2 of these Terms and Conditions.
* VivaExpress (Priority Documentation): Available at extra cost.
* Change of date, time, or route: Available free-of-charge apart, Fare differences aside, if applicable. Limited to 3 (three) changes per Reservation. Once the permitted changes have been used up, no further change may be made to a Reservation. Please see the rest of the conditions in section 2.2 on Flight Changes, herein.
* Change of name: Available at extra cost.

Smart

* Web Check-In: Included from ten (10) hours before a flight departs. See Section 5.0 of these Terms and Conditions.
* One (1) Personal Item, not exceeding the dimensions 45 x 35 x 20 cm. See Section 12.7 of these Terms and Conditions.
* 2 (two) Carry-ons: Together they must not exceed 15 Kg in weight and dimensions of 55 x 40 x 25 cm each. See Section 12.7 of these Terms and Conditions.
* Checked Baggage: Includes one (1) piece not exceeding 25 Kg in weight and dimensions and not longer than 158cm. See Section 12.8 of these Terms and Conditions.
* Seat Selection: Included at no extra cost for Regular and Front seats. VIP Priority and Space + Seats are available at extra cost. See Section 4.2 of these Terms and Conditions.
* VivaExpress (Priority Documentation): Included at no extra cost.
* Change of date or route: Unlimited, subject to availability, only requiring payment of the difference in fare, if applicable. Please see the rest of the conditions in section 2.2 on Flight Changes, herein.
* Change of name: Available at extra cost.

**1.3 General provisions**

Viva Aerobus is a low-cost airline that offers to its Passengers the possibility to add several Additional Services to its Service.  
  
Viva Aerobus just provide Connections for Passengers and/or Baggage in Interline Flights (as define in point 14.1 of these Terms and Conditions) , only when expressly stated in the Reservation. Viva Aerobus will only be responsible for those expenses and/or losses of any kind related to Passenger and/or Baggage Connections on flights operated directly by Viva Aerobus including Interline Flights. Viva Aerobus shall not be liable for any expenses and/or losses of any nature, whatsoever relating to Interline Flight operated by Avianca, nor will it be responsible for services operated by third parties including ground transportation, in which case the Passenger agrees that in this case only the air and/or ground transportation service provider actually providing such service shall be liable.  
  
A Connection shall be deemed when the Passenger has booked more than 2 (two) segments to reach the final destination considers in different Reservations. For further information on Connecting Flights, please refer to Section 14. Connecting Flights of these Terms and Conditions.

## **2.0 Flight Changes Policy**

**2.1 Service Cancellation**

Viva Aerobus may at any time suspend and/or cancel its flights without prior authorization from the Passengers, being Viva Aerobus only bound to comply with the provisions in the current legislation in matters of notices, cancellations, and Compensations, as provided in Viva Aerobus Compensation Policies.  
  
For those Passengers who are within the above assumption, and have purchased Disruption Assistance, they may choose between a Substitute Transportation or Disruption Assistance Refund, and continue with their process with the HTS operator, so Viva Aerobus will not be responsible for any claim related to changes caused by the use of Disruption Assistance.

**2.2 Flight Changes**

Passengers may make changes to a Reservation for things like Passenger name, date and time of flight, at the Website ([www.vivaaerobus.com](https://web.vivaaerobus.com/mx)), the Call Center and/or Viva Tiendas stores.The number of free-of-charge changes permitted depends on the Fare paid and shall be subject to the stipulations in section 1.2.1 on Our Fares/Combos, herein.  
  
The conditions applicable to changes of name, route, time and date of flight, apply both to direct flights and connecting flights.  
  
Reservations wherein a web-check-in has already been done, and Group Reservations, may not be changed. Special conditions, available directly from the sales channel, apply to Reservations with private or contract fares.  
  
Changes to Routes may only be done through the Call Center and/or at Viva Tiendas stores.  
  
No changes to Service provision may be made less than 4 (four) hours before the scheduled departure time of the original flight, as long as the Passenger(s) has/have not yet obtained their Boarding Pass(es).  
  
All Reservation Changes are subject to Seat, date and time availability, as well as to the payment of the corresponding charges.  
  
Passengers shall use the same name in case of having different flights scheduled under the same Reservation code, consequently, once the scheduled leg is used under a certain name, Passengers shall no longer be able to change the name for the other legs.  
  
In such cases where a new Fare is applicable deriving from a Reservation Change, and it is lesser than the Fare originally paid, Passengers shall only pay the amount applicable to the requested change, without being entitled to a refund in the event of a credit balance in favor of the Passenger.  
  
In such cases where Passengers request a Reservation Change and the Fare then current is greater than the one originally paid, Passengers must pay the difference to Viva Aerobus. In any other case, the total amount due shall remain the same.  
  
Any Passengers who have acquired their Ticket for the Zero Fare may not make any changes of date, name, or route to their Reservation.  
  
Passengers who have got their Ticket at any Fare using their Viva Fan Membership, may not change the name their Reservation is under.  
  
Changes made through the Call Center, or Viva Tiendas stores, shall be subject to a service charge. You may consult our charges at www.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos  
  
2.2.1 Lost Flights  
  
Viva Aerobus offers no compensation, refund or change whatsoever for lost flights due to causes attributable to the Passenger.

**2.3 Reservation Change(s) (the flight’s date or time) by Viva Aerobus**

Viva Aerobus shall use its best efforts to abide by the Reservations booked, however, in case it is necessary, Viva Aerobus may make changes and/or modifications to the flights at all times and at its entire discretion, among which, without limitation, might be the date and times thereof.  
  
For those Passengers who have purchased Disruption Assistance, and choose a Substitute Transportation, the changes made to their Reservation will be subject to the terms and conditions of HTS, which can be found at the following link: <https://cdn.hopper.com/hc_airlines/Viva_DG_Terms_and_Conditions_EN.pdf>, so Viva Aerobus will not be responsible for any claim related to changes caused by the use of Disruption Assistance.  
  
For the foregoing purposes, Viva Aerobus shall notify the Passengers the corresponding time and/or date change via their e-mail or telephone number used for their Reservation, so that the Passengers may take the measures that they see fit.  
  
Viva Aerobus waives all liability if the notification regarding the Reservation Change fails to come to the Passenger’s knowledge, whether due to the Passenger’s mistake in entering his/her contact information when making the Reservation, such as for instance his/her e-mail address or telephone number or to problems in the reception of e-mails. Viva Aerobus assumes that the e-mail address provided by the Passenger is correct and valid since Passengers are solely responsible for typing it correctly and for its correct operation. Nevertheless, Viva Aerobus advises its Passengers to confirm the time of their flight(s) on Viva Aerobus Website, before departure.  
  
Delays in the scheduled flights for less than 4 (four) hours or those resulting from moving forward the scheduled flights are not deemed Reservation Changes. Concerning delays of less than 4 (four) hours, Passengers shall only be entitled to the Compensations that Viva Aerobus would have established in its Compensation Policies pursuant to the current legislation.  
  
Viva Aerobus is not bound to pay any Compensation or to refund the Passengers when the reasons for the delay, diversions, replacement, or cancellation of a flight are due to causes non-directly attributable to Viva Aerobus such as adverse weather, Act of God, force majeure, natural disasters, acts derived from an authority with jurisdiction, strikes, air traffic control, and/or any other security reason or any other unavoidable situation or beyond Viva Aerobus control.  
  
2.3.1 Refunds for Cancellations  
  
If a Refund should be made to a Passenger deriving from a flight cancellation, the Passenger shall be entitled to the Compensation established in the Compensation Policies to such end. In case the Passenger has purchased Disruption Assistance and chooses Disruption Assistance Refund, the refund will be made according to the terms and conditions of HTS, which can be found in the following link: <https://cdn.hopper.com/hc_airlines/Viva_DG_Terms_and_Conditions_EN.pdf> , except for the TUA, whose refund must be requested according to point 2.3.5. TUA Refund.  
  
2.3.2 Compensations for Delays  
  
To enforce compensation for delays pursuant to the provisions of the Civil Aviation Law and the Compensation Policies, Passengers must show their full compliance with item 5.0 Check-in and Boarding of these Terms and Conditions. Passengers shall contact the Call Center, indicating their reservation code, flight number, and destination for the proper follow-up to be executed. The corresponding compensation shall be given according to the Compensation Policies.  
  
Once the compliance by the Passenger and the admissibility of the Compensation has been attested, the Compensation Policies shall be followed.  
  
The Term to provide the Compensation established in this section shall be 10 (ten) calendar days following the date on which the corresponding proceeding of Compensations for Delays has been finalized, as established in the Civil Aviation Law and the Compensation Policies.  
In addition to the above, those Passengers who have been affected by a delay of more than 120 (one hundred and twenty) minutes, and who have purchased Disruption Assistance, may choose any of the options provided by such service, and continue with their process with the HTS operator, so Viva Aerobus will not be liable for any claim related to the changes caused by the use of Disruption Assistance.  
  
2.3.3 Reservations Cancellation  
  
Passenger accepts and agrees that Viva Aerobus does not accept the cancellation of Reservations and/or Additional Services previously purchased by the Passenger, save for the situations described in the next paragraph.  
  
Only those cancellations made within 24 (twenty-four) hours following the generation of the Reservation, and at least 4 (four) hours before the flight departure, may proceed. Therefore, the Passenger willing to make a cancellation shall contact the Viva Aerobus Call Center, indicating the Reservation code and the reasons therefor. Likewise, to request a refund, the Reservation payment must be indisputably proven to Viva Aerobus.  
  
If the cancelled flight was obtained through our Website, Viva Aerobus App, or Call Center, using a debit or credit card, the payment of the refund referred to in the foregoing paragraph shall be made to the same debit or credit card used for making the original Reservation. The time it takes for the refund to be processed will depend on the financial institution that issued the card.  
  
The Passenger agrees that if any Refund were admissible, it shall be made according to the Compensation Policies.  
  
The term to perform such compensation is 10 (ten) calendar days after the cancellation has been done.For Reservations made through GDS, see our policy [here](https://www.vivaaerobus.com/en-us/legal/policies-for-passenger-protection).  
  
2.3.4 Overbooked Flights  
  
In those cases that Viva Aerobus issues Tickets exceeding the aircraft capacity, or cancels a flight because of reasons directly attributable to Viva Aerobus having as consequence denied boarding, Viva Aerobus shall be subject to the Civil Aviation Law and to the Compensation Policies.

**2.4 Unpaid Changes**

If the Passenger makes any change to the existing Reservation, including, without limitation, changes to the date, route, name and/or inclusion of Additional Services, and such change is not paid according to the terms and conditions set forth herein, the Passenger accepts that such Reservation shall be fully cancelled without any liability whatsoever for Viva Aerobus.

**2.5 Cancellations under exceptional circumstances**

At Viva Aerobus sole discretion, it may issue a Flight Certificate to the Passenger that was unable to board a flight on the scheduled date because of the decease of a Close Relative, or due to a serious illness that prevented the Passenger from using the flight, provided that the Passenger presents the death certificate or the corresponding medical certificate.  
  
The foregoing, provided the Passenger informs Viva Aerobus of this situation before checking-in for the respective flight.  
  
To be entitled to the Flight Certificate mentioned in the preceding paragraphs, the Passenger must provide sufficient proof of his/her Close Relative’s decease to Viva Aerobus with the corresponding documentation.

**2.6 Form of payment**

2.6.1 General Conditions  
  
Passengers may execute the payment of their Reservations through any of the payment methods authorized by Viva Aerobus.  
  
For such cases in which Viva Aerobus provide the Passenger with a payment reference, Viva Aerobus shall not assume any responsibility whatsoever if said payment reference provided by the Passenger is incorrect, being the Passenger solely responsible for verifying that the payment is timely made to the payment reference provided by Viva Aerobus. Any payments received including incorrect information or with delay in accordance with this section, shall have as consequence the cancellation of the Reservation without liability for Viva Aerobus.  
  
The Passenger hereby releases Viva Aerobus from any liability caused by any error in the coincidence of the payment reference, and/or the information at the execution of the payment, as well as for any payments made after the term provided therefor. Any disputes arising from any form of payment chosen by the Passenger, must be directly addressed to the one responsible therefor.  
  
Whenever a payment is not reflected in the Viva Aerobus system, the Passenger may request Viva Aerobus to track such payment. If Viva Aerobus is successful in locating the payment in its Reservation system, it shall issue a flight Certificate in favor of the Passenger, for the amount effectively paid by him/her, which the Passenger may use to pay a new Reservation, in accordance with Section 3.0 of these Terms and Conditions, without this implying the acceptance of any liability whatsoever by Viva Aerobus in this regard.  
  
2.6.2 Credit or Debit Cards  
  
Viva Aerobus accepts payments by Credit or Debit Cards.  
It applies to amounts payable in full.  
Those transactions concluded and confirmed through payment with Credit Cards are considered final transactions.  
Deferred interest transactions for 3 (three), 6 (six) or 12 (twelve) months without interests are according to each Bank’s conditions. It is applies to payments with Credit Cards, depending on the conditions of the banking institutions.  
  
2.6.3 Referenced payment in BANAMEX or OXXO stores  
  
Passengers may choose to pay their Reservation directly in BANAMEX branches or OXXO stores.  
  
For Reservations where payment at an OXXO store is chosen, the flights reserved must not have a total cost exceeding $10,000.00 (Ten thousand pesos 00/100 MXN), and/or the departure should not be scheduled within the 5 (five) days following the date on which the Reservation was made.  
  
After making the payment, Passengers must log in to our Website in My Flight section to review the status of their Reservation. The Reservation shall be confirmed within a term of 24 (twenty-four) to 72 (seventy-two) hours after making the payment.  
  
2.6.4 Payment by wire transfer in BANAMEX portal  
  
Passengers may make payments to Viva Aerobus through BANAMEX payment portal, provided that the flight selected by the Passenger is to take place in the following 30 (thirty) calendar days or more from the purchase date.  
For Reservations where Passengers select the Banamex.com portal as the payment method, the guidelines displayed upon selection of this payment method must be followed. This type of payment shall be reflected in the Reservation within 24 (twenty-four) to 72 (seventy-two) hours.  
  
2.6.5 Payments through ToditoCash  
  
For Reservations where ToditoCash is selected as payment method, the next steps shall be followed:

* In the Payment Methods Section, Passengers shall select ToditoCash.
* Passengers must have enough balance in their ToditoCash account.
* Passengers shall enter the ToditoCash account number and password.

2.6.6 Payments and benefits of paying with the Viva Card

Passengers executing their purchases with their Viva Card through our Internet Website will have the following benefits:

* 5Kg additional on Carry-on baggage under the VivaBásico and VivaLight modalities for the Viva cardholder.
* Unlimited changes of time, date and route according to the provisions in Section 2.2 hereof, only for the holder of the Viva Card.
* VIP Pass for the Viva Cardholder and his/her companions.
* Viva Express (Priority Check-in) for the Viva Cardholder and his/her companions.
* For each $10.00 in purchases made at our Website 2 (two) Viva Points shall accrue.

Consult the additional benefits that Scotiabank offers to the Viva Cardholders at: http://www.scotiabank.com.mx/es-mx/personas/tarjetas-de-credito/scotia-travel/viva.aspx

The Viva Card is currently solely operated by Scotiabank Inverlat S.A. Institución de Banca Múltiple, Grupo Financiero Scotiabank Inverlat. Viva Aerobus shall not be responsible for the approval by the financial institution of the Viva Card or for whatever other issue related to the Viva Card.

2.6.7 Limitations regarding purchases made with the Viva Card through our Internet Website.

To obtain the benefits listed in the preceding item, the cardholder must be included as a Passenger in the relevant Reservation. In such cases where the cardholder is not included in the Reservation, the Passenger may carry out the purchase with his/her Viva Card and the only benefit shall be the accrual of the 2 (two) Viva Points.

* No cancellations or refunds shall apply to purchases or services acquired with Viva Points at our Website.
* No invoice may be issued for the purchases or services acquired with Viva Points at our Website.
* No name Reservation changes shall apply for the Viva Cardholder.

**2.7 Viva Cash**

2.7.1 Acquisition and activation  
  
Viva Cash is a payment method accepted by VIVA, which can be used by the User free of charge upon creating their User Profile on the Website.  
  
2.7.2 Responsibility  
  
The User acknowledges and agrees that they are solely responsible for the accuracy, truthfulness, completeness, authenticity and updating of the data provided when registering their User Profile, releasing VIVA from any liability related to entering of such data.  
  
The User is responsible for maintaining the confidentiality of their User Profile, therefore, the User hereby accepts and acknowledges that the Total Balance in Viva Cash, as well as the data contained within their User Profile is accurate, personal, unique, and non-transferable, meaning it can only be assigned to a single User Profile.  
  
The User also acknowledges and agrees that the Balance, Promotional Balance, and/or Total Balance in their Viva Cash cannot be grouped or combined with the Balance, Promotional Balance, or Total Balance of other User Profiles.  
  
Therefore, the User will be entirely and exclusively responsible for all purchases made by their Viva Cash User Profile, as a result, Users release VIVA from any liability related to the misuse of their User Profile.  
  
2.7.3 Use  
  
It is strictly prohibited for any User and/or any person other than VIVA to sell, assign, and/or transfer, under any title to a third party, the Balance, Total Balance, and/or Promotional Balance generated in their Viva Cash.  
  
Any money reference in your Viva Cash will be understood to be made in Pesos, legal currency in the United States of Mexico, except in the cases in which another currency is expressly indicated.  
  
The user agrees to immediately notify VIVA by email at atencion.clientes@vivaaerobus.com any unauthorized use of your Viva Cash, just as any attempt of use by any unauthorized third parties by the user.  
  
VIVA reserves the right to cancel and/or suspend, at its sole discretion, either temporarily or permanently, any User Profile in Viva Cash, as well as related purchases and/or purchases made using this payment method, in those cases in which VIVA considers or detects suspicious activity within the User Profile. This decision shall not entitle the User to any compensation and/or reimbursement from VIVA.  
  
2.7.4 Payment Management  
  
Once your User Profile in Viva Cash has been created, this payment method will be activated and ready to use. Viva Cash allows Users to purchase the Services offered by VIVA through its Website. The User authorizes VIVA to use the Balance, Vouchers, and/or Total Balance contained in their Viva Cash User Profile exclusively for purchasing the Services offered by VIVA through its Website, subject to the General Terms and Conditions of VIVA.  
  
The minimum amount required to make a payment using Viva Cash is 50 (fifty) Viva Credits, equivalent to $50.00 MXN (Fifty pesos 00/100).  
  
2.7.4.1 Purchases  
  
The User may purchase the Services offered by VIVA in the Website in the following ways: a) by covering the 100% (one hundred percent) of the total amount of the Service(s) using the available Total Balance in Viva Cash or b) paying a percentage of the total amount of the purchase Service using Viva Cash an covering the remaining balance with a credit and/or debit card to complete the total amount of the acquired Reservation.  
  
2.7.4.2 Refunds  
  
In cases where a refund is applicable, the refunded Balance will be credited back to the same Viva Cash User Profile that was used for the purchase and whose Balance was originated directly from a Direct Reload.  
  
Only refunds that meet the requirements outlined in the General Terms and Conditions of VIVA (<https://www.vivaaerobus.com/en-us/legal/terms-and-conditions#tycGenerales>) will be processed.  
  
2.7.4.3 Invoicing  
  
Only purchases made using Viva Cash Balance from a Direct Reload can be invoiced.  
  
2.7.5 Reload, availability, and application of your Viva Cash Balance  
  
2.7.5.1 Reload  
  
The User can make a Direct Reload to Viva Cash using the References generated through their User Profile in the "Payment Methods" section. The generated Reference will be sent to the User’s registered email in their User Profile, indicating the desired amount to be added and including a barcode that the User must present at any Authorized Reload Points. The reloaded Balance will be displayed automatically in your Viva Cash User Profile.  
  
Authorized Reload Points may charge a transaction fee when performing a Direct Reload, which is determined by each Authorized Reload Point. This fee is independent of VIVA. VIVA does not generate or charge any commission for reloads made at Authorized Reload Points.  
  
2.7.5.2 References  
  
References will contain a unique and temporary barcode. The barcode will be valid for 24 (twenty-four) hours from the moment it is generated. Expired References will be automatically canceled, and any reload made using an expired Reference will not be reflected in the User’s Viva Cash.  
  
The User is the only person responsible for verifying that their Reloads are made using the correct Reference provided by VIVA, thereby releasing VIVA from any liability related to errors in Reloads.  
  
2.7.5.3 Direct Reloads  
  
The maximum amounts for Direct Reloads will be determined by each Authorized Reload Points.  
  
2.7.5.4 Total Balance Availability in Viva Cash  
  
The Total Balance displayed in the Viva Cash User Profile will be expressed in Mexican Pesos (MXN), the legal currency of the United Mexican States, and will not accrue any interest. The Total Balance represents the only amount the User may use for purchases within the Website.  
  
Use of Balance through Viva Gift  
  
1) Once the Holder purchases a Viva Gift, they should take the following into account:  
  
a) To redeem and use the Viva Gift Balance, the Holder has 1 (one) year to activate and use the Balance. It can be activated from the date of purchase until the last day of the first calendar year after purchase of the Viva Gift. If the Viva Gift is activated on the last day of the first calendar year, the Balance will only be available for that day. Upon the expiration of that period, the Viva Gift cannot be activated, and any remaining Balance will be lost, without liability for VIVA.  
  
b) For bulk-purchased Viva Gift cards sold to other companies, the Holder has 1 (one) year to activate the card, the activation must follow the rules outlined in the previous paragraph, and 1 (one) year to redeem the Balance, starting the day after the Holder activate the Viva Gift, once the Viva Gift is activated, the Holder have 12 (twelve) months to consume the entire Balance paid, otherwise, such Balance will be lost without any liability for VIVA.  
  
2) Once the period stated in 1 (a) and 1 (b) has expired, any unused Balance will expire, and the Holder will not be entitled to ask for a refund in cash, Viva Cash, or any other form.  
  
3) Remaining Balance cannot be cumulative with the Balance of another Viva Gift. If the Balance is not used within the specified timeframes, it will expire without exception in the same periods and terms indicated in the preceding paragraphs.  
  
4) Viva Gift cards cannot be reloaded; a new Viva Gift must be purchased.  
  
The Viva Gift will be bound by the terms and conditions available at: <https://web.vivaaerobus.com/mx/viva-gift>.  
  
The Viva Gift Balance will appear in the User's Profile as Viva Cash and will be displayed in Pesos (MXN), the legal currency of the United States of Mexico. Users with Viva Cash Balance can make purchases at <https://www.vivaaerobus.com/en-us/>.  
  
2.7.5.6 Withdrawals  
  
Users with Viva Cash Balance cannot withdraw under any circumstances, the Balance, Total Balance, Promotional Balance, Bonus or Viva Credits contained in their Viva Cash, nor exchange it for cash. The Balance may only be used to purchase Services offered by VIVA through its Website.  
  
The use of Viva Cash for commercial or profit purposes is strictly prohibited.  
  
2.7.5.7 Maximum Total Balance and Prohibitions  
  
Users cannot hold a Viva Cash Balance equal to or greater than $50,000.00 MXN (Fifty thousand pesos 00/100) or make purchases exceeding this amount using Viva Cash.  
  
2.7.5.8 Initial Balance  
  
Upon activation, Viva Cash will have an initial Total Balance of $0.00 MXN (Zero pesos 00/100).  
  
Activation or Usage Failures  
  
VIVA is not responsible for any failures in the activation, registration, and/or use of any Viva Cash account due to actions or events caused by third parties. This includes, but is not limited to, failures in internet connection, hardware issues, problems with the electronic device used to access the internet, or disruptions caused by an internet service provider or mobile networks. In such cases, VIVA’s liability will be limited to the amount of the unused Balance contained in the affected User’s Viva Cash account.  
  
2.7.5.10 Clarifications  
  
Users may request clarifications regarding Viva Cash transactions by emailing atencion.clientes@vivaaerobus.com.  
  
General Considerations  
  
2.7.6.1 Nature of the Viva Cash Service  
  
VIVA is not a financial institution and does not provide Users with any banking and/or currency exchange services. Users acknowledge that Viva Cash is solely a payment management service for the purchase of air transportation Services and/or Additional Services offered by VIVA through its Website, in accordance with the General Terms and Conditions of VIVA.  
  
2.7.6.2 Payments in Foreign CurrencyAll payments must be made in Pesos (MXN), the legal currency of the United States of Mexico.  
  
2.7.6.3 Personal Data  
  
For any information related to the processing and protection of Users’ Personal Data, as well as any requests related to their ARCO rights (access, rectification, correction, and opposition), please refer to our Privacy Notice at: <https://content.vivaaerobus.com/Upload-VB/legal/aviso-de-privacidad-integral-comercial-vb.pdf>.  
  
2.7.6.4 Limitation of Liability for the Viva Cash Service  
  
VIVA does not guarantee continuous or uninterrupted access and use of its Website, where the Viva Cash service is located. Users acknowledge that the Website may occasionally be unavailable due to technical difficulties or internet failures affecting links and/or any other circumstances beyond VIVA' control.  
  
Users may not hold VIVA liable or demand any compensation for any damage resulting from the difficulties mentioned before, as well as for any other kind of damage, including indirect, special, or consequential damages, even if such failures impact on the amounts that should be credited or paid into their Viva Cash.  
  
2.7.6.5 Validity of Viva Cash Balance  
  
The Balance deposited into Viva Cash via Direct Reload does not have an expiration date. Bonuses credited to Viva Cash through promotions or marketing actions defined by VIVA will have the validity period specified in the promotion that generated the Bonuses.  
  
Compensations, Indemnities and Refunds credited to Passengers via Viva Cash will have a validity period of 1 (one) year from the date the amount was credited to the Passenger’s Viva Cash User Profile.  
  
2.7.6.6 Viva Cash Fees  
  
Viva Cash will not have any fees, provided that the User performs at least one Direct Reload or purchases any service offered by VIVA using their available Balance within a continuous period of 12 (twelve) months. If the Viva Cash account remains inactive for 12 (twelve) consecutive months, a monthly account administration fee of $100.00 MXN (One hundred pesos 00/100) (the "Administration Fee") will be charged. The Administration Fee will be applied until the User makes a purchase using their Viva Cash. This Administration Fee will be automatically deducted from the available Balance in the User Profile.  
  
If the User Profile in Viva Cash has a Total Balance of $0.00 MXN, a negative balance will be generated, which will be deducted from the next Reload performed by the User.  
  
2.7.6.7 Non-Compliance  
  
If the User fails to comply with any of the provisions outlined in these General Terms and Conditions of VIVA and/or applicable laws, VIVA may cancel the Viva Cash User Profile without any liability or prior notice. VIVA reserves the right to seek compensation from the User for any damage or losses resulting from their non-compliance.  
  
2.7.6.8 Voluntary Deactivation  
  
Users have the right to request the suspension or deactivation of their User Profile at any time. Users who wish to suspend their User Profile must submit a request to atencion.clientes@vivaaerobus.com. Once the User Profile is deactivated, the User will lose the right to withdraw any unused Balance that remains in Viva Cash at the time of suspension.  
  
2.7.6.9 Recovering Access to the User Profile  
  
If a User cannot access their User Profile for any reason, they may recover access by visiting: <https://www.vivaaerobus.com/en-us/> and the section “Forgot your password?” in the Website’s login section. If the issue persists, the User may contact with VIVA via the communication channels available at: <https://www.vivaaerobus.com/en-us/info/about-us/contact-us> .  
  
2.7.6.10 NotificationsAll notifications made by VIVA to Users will be valid if sent to the email addresses registered in their User Profiles. All notifications will be strictly informational. VIVA will not be responsible for undelivered notifications. The User is responsible for checking their email regularly.

**3.0 Beneficios por pagar con las Tarjeta HSBC VIVA**

Passengers that make purchases in VIVA with any of the HSBC VIVA Cards will have the following benefits when travelling with VIVA:

* Additional baggage at no extra cost\*.
* Priority boarding\*.
* Interest-free installment plans for Reservations.
* Doters Points accumulation.

The benefits listed above apply exclusively to the cardholder of any HSBC VIVA Card and cannot be transferred under any circumstances. If a cardholder of any HSBC VIVA Card makes purchases at VIVA but is not included as a Passenger in the Reservations purchased with the card, the only benefit the cardholder will receive is the accumulation of Doters Points.

HSBC VIVA Cards are exclusively operated by HSBC México, S.A., Institución de Banca Múltiple, Grupo Financiero HSBC. Therefore, any claims related to these cards must be addressed directly to HSBC.

\*To learn more about the specific benefits of each HSBC VIVA Card, please refer to the Terms and Conditions at: <https://www.hsbc.com.mx/tarjetas-de-credito/productos/viva/>, as benefits may vary depending on the card type.

## **4.0 Flight Certificates**

Flight Certificates consist in a non-transferable personal code that may only be granted by an authorized representative of Viva Aerobus, which expresses a certain amount of money and consists of an alphanumeric combination of 17 (seventeen) numbers.

**4.1 Conditions for the application of the Flight Certificate**

The Flight Certificate has no commercial value, is non-negotiable, non-transferable and may not be exchanged for cash. It is not a valid means of payment in Airports or on board.  
  
Flight Certificates may only be redeemed by the Passenger who is the holder thereof.  
  
Flight Certificates are valid only and exclusively for purchasing flights with Viva Aerobus for up to the monetary value indicated thereon.  
  
Flight Certificates are valid according to the validity set out therein.  
  
Passengers assume all responsibilities in connection with the Flight Certificates.  
  
Flight Certificates shall not have any residual value, therefore, the Passenger may not request Viva Aerobus to issue a new Flight Certificate or claim a refund for any residual value that would have remained unused.  
  
Flight Certificates may only be redeemed through Viva Aerobus Call Center and subject to a Charge for Payment Method of the ticket pursuant to the Fares published on our Website.  
  
If the monetary value consigned in the Flight Certificate is lesser than the total amount payable for a given air ticket, the Passenger may decide, at its election to: i) refrain from using the Flight Certificate for the purchase of the new Reservation or, ii) request the Sales Agent to apply the total Amount of the Flight Certificate to the new Reservation, being the Passenger bound to cover the difference through any other form of payment authorized by Viva Aerobus.  
  
The issuance of a Flight Certificate may be requested by the Passenger within a term not exceeding 30 (thirty) calendar days following the date of the flight cancellation, overbooking or of any other situation giving rise to such Flight Certificate. Passengers accept that once said term has elapsed they will be unable to request Viva Aerobus the issuance of the corresponding Flight Certificate.  
  
Flight Certificates shall not be a valid form of payment for Taxes, as well as of courtesies granted by Viva Aerobus.

## **5.0 Checking-in and Boarding**

Passengers must identify the fare or travel combo purchased to learn about the requirements that they must observe during the Checking-in and Boarding process pursuant to the following:  
  
Passengers who have obtained their Tickets must Check-In up to 45 (forty-five) minutes in advance of their scheduled departure time for domestic flights and up to 60 (sixty) minutes before their scheduled departure time for international flights.  
  
If the Passenger decides to do Web Check-In, the Passenger may do so, depending on the Fare or Combo purchased, within the following time frame:

* Zero, Light and Light OTA: between 72 (seventy-two) hours before the scheduled departure of the flight and 50 (fifty) minutes before the scheduled departure of the flight for domestic flights and 70 (seventy) minutes before the scheduled departure of the flight for international flights.
* Combo Extra, Smart y Extra OTA: between 10 (ten) days before the scheduled departure of the flight and 50 (fifty) minutes before the scheduled departure of the flight for domestic flights and 70 (seventy) minutes before the scheduled departure of the flight for international flights.

Once the Web Check-In has been completed, the Passenger may, at his/her choice print their Boarding Pass or download it in digital form from our Website or the Viva Aerobus App.

All the Passengers who have purchased a flight with Viva Aerobus will have a guaranteed Seat, however, the Passenger may select his/her preference Seat of in accordance with Section 5.2 of these Terms and Conditions or otherwise will be assigned one free of charge by the airline, in cases where no Seat has been allocated, either at a cost, or by the airline, Passengers must go to a check-in counter between two (2) hours before the scheduled departure of the flight, and 45 (forty-five) minutes before the scheduled departure of the flight for domestic flights, or between 3 (three) hours before the scheduled departure of the flight and 60 (sixty) minutes before the scheduled departure of their flight, in the case of international flights.

As the only exception to the foregoing paragraph, as long as a change of Seat has been made at the expense of Passengers traveling at the Light or Zero fares, Viva Aerobus will enable the option for them to do Web Check-In between ten (10) hours and 50 (fifty) minutes before the scheduled departure of their flight for national flights and 70 (seventy) minutes before the scheduled departure of their flight for international flights.

Passenger may be subject to the screening of his/her Carry-ons, before boarding.

In such cases in which the Passenger doesn’t have his/her Boarding Pass, digital or printed, and/or he/she needs to check-in Baggage, pursuant to the provisions in item 5.1 hereof, they must go to Viva Aerobus check-in counters at least 2 (two) hours before the flight’s scheduled departure for domestic flights (check-in for domestic flights will close 45 (forty-five) minutes before the flight’s departure time) and at least 3 (three) hours before the flight’s scheduled departure for international flights (check-in will close 60 (sixty) minutes before the flight’s departure). Passengers accept that they may be subject to Charges and Fares for printing their Boarding Pass, customized assistance at the check-in counters and/or Fees for additional Baggage, which are published on [www.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos](https://web.vivaaerobus.com/mx/info/www.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos).

Once the Passengers (and their Baggage as applicable) have checked-in, the Passenger must show at the boarding gate at least 35 (thirty-five) minutes prior for domestic flights and 55 (fifty-five) minutes prior for international flights to the time scheduled for the Flight’s departure.

In the event that the Passenger has checked Baggage, and having acquired Disruption Assistance, chooses the Substitute Transportation option, the Passenger must wait a period of at least 120 (one hundred and twenty) minutes for Viva Aerobus to identify the Passenger's Baggage and return it to the same, and the Passenger must request the return of his/her Baggage at the airport counters and wait for the delivery of the same prior to using the Substitute Transportation provided by HTS. The above, since the Baggage cannot be sent to the Passenger if he/she did not collect it prior to using the Substitute Transportation.

Additionally, it is hereby stated that for any issue related to the recovery and delivery of the Baggage of Passengers who acquire Disruption Assistance, the provisions of these terms and conditions shall prevail.

**5.1 Checking-in requirements.**

All the Passengers must comply with the requirements applicable to immigration, customs and health matters, among others, established by the regulations in force and/or applicable in the countries of origin and/or destination without exception.  
  
For the case of Connections with an International Destination it is necessary to go to the Connection Center for the validation of the documentation before leaving the terminal.  
  
Check-in process demands that all Passengers exhibit at the security points and at the last departure lounge, prior to boarding, the following:

1. A hard or digital copy of the Boarding Pass, downloaded to any electronic means such as tablets, cell phones or mobile devices.
2. Official Identification of each Passenger, including Minors and Infants.
3. Proof of payment in those cases that the Reservation has been paid in OXXO or through BANAMEX.

Passengers must be at the last departure lounge by the time established in item 5.0 above.

Viva Aerobus may deny boarding to those Passengers who fail to comply with the requirements set forth herein without any liability whatsoever.

**5.2 Seat Allocation**

Viva Aerobus shall allocate seats to Passengers on a random basis, at no extra cost, regardless of the Fare or Combo chosen and according to the provisions of section 4.0 of these terms and conditions, as described below:

* Viva Zero: When travelling on this Fare, your seat shall be allocated randomly when performing Web Check-in, within the times indicated in point 5.0 of these Terms and Conditions. If a seat is not allocated to you by the airline at the time of purchase, Viva Aerobus shall allocate you a seat on the day of the flight at the check-in desk at the Airport your flight departs from, which shall be subject to availability. Notwithstanding the foregoing, Passengers may, if they so choose, select their own seat at an additional cost, on our Website in the My Flight section, through the Call Center, or at Viva Stores, at any time prior to the departure of their flight.
* Light Fare: When travelling on this Fare, the Seat will be randomly assigned during Web Check-in according to the times indicated in item 5.0 of these Terms and Conditions. In cases where a Seat is not assigned by the airline at the time of Web Check-In, VIVA will assign a Seat randomly on the day of your flight at no extra cost in the check-in counters of the departure Airport, subject to availability.. Passengers may also select their own Seat at an extra cost, prior to departure, through the “My Booking” section of our Website, Call Center, or at Viva Stores for an additional cost.
* Extra Fare: When travelling on this Fare, the Seat will be randomly assigned during Web Check-In according to the times specified in section 5.0 of the present Terms and Conditions. In cases where a Seat is not assigned by the airline at the time of Web Check-In, Viva will assign a Seat randomly on the day of your flight at no additional cost at the check-in counters of the departure Airport, subject to availability. Passengers may also choose their own Seat at an extra cost, through the “My Booking” section of our Website, via Call Center or at Viva Stores at any time prior to the schedules departure of their flight, for an additional cost.
* Smart Fare: With this Fare, Passengers may choose a Seat, excluding those Seats marked as VIP Priority, and Space +, at no extra cost and up to 50 (fifty) minutes before the scheduled departure of a flight for national flights and 70 (seventy) minutes before the scheduled departure of a flight for international flights. If Passengers wish to choose a VIP Priority or Space + Seat, they may do so by paying an extra cost on the Website at the time of purchase, in the “My Booking” section, through the Call Center, or at Viva Stores, up to four (4) hours before the departure of their flight.

**5.3 Passengers with Disabilities**

Viva Aerobus shall provide all the assistance (facilities) within its power to all Passengers with Disabilities and/or Reduced Mobility requiring so, both at the Airport of origin and at destination.  
  
Passengers with Disability and/or Reduced Mobility shall submit a medical certificate, letter of acceptance of responsibility, or other forms or special requirements in the following cases:

* When transportation in stretcher or incubator is necessary.
* When they need medical oxygen during the flight.
* When Passenger has any medical conditions considered as a contraindication to fly, in accordance with the World Health Organization (WHO).
* When the Passenger does not submit the medical certificate of fitness to fly, at the treating physician’s judgment.
* When the intellectual or psychosocial capacity of the Passengers with Disabilities and/or Reduced Mobility prevents them from functioning and/or following instructions without assistance.

Passengers with Disabilities and/or Reduced Mobility shall have the right to travel with a Service animal on board the aircraft, without extra charge, always that they attest such situation to Viva Aerobus with the corresponding certificate.

In those cases when Passengers with Disabilities and/or Reduced Mobility require special services or adaptations on board the Viva Aerobus Aircraft, they are advised to inform Viva Aerobus of the characteristics of the service or special adaptations required with at least 48 (forty-eight) hours prior to their flight’s scheduled time, so that Viva Aerobus may properly address their special requirement and is able to verify the availability of such service or adaptation, identifying potential limitations for the provision of the Air Transportation Service.

5.3.1 Wheelchairs

Viva Aerobus allows Disabled or Mobility-Impaired Passengers to travel with a wheelchair, or other mobility aid they may have, such as a walker/zimmer frame, prosthesis, crutches, stick, or any other device Passengers may need to assist with their disability, which shall be considered part of their Carry-on Baggage or Checked Baggage at no extra cost. Any other item or extra piece which is not used for helping a Passenger with their disability shall be considered part of the Carry-on Baggage and/or Checked Baggage allowance chosen for the Passenger.

Checking-in Wheelchairs with wet battery shall be subject to the Official Mexican Standard applicable to the transportation of dangerous goods by air issued by the Ministry of Communications and Transportation of Mexico.

If the infrastructure of the Airport allows so, Passengers with Disabilities and/or Reduced Mobility may choose to be transferred to the door of the aircraft in their own Wheelchair, which shall be subsequently checked and placed in the cargo hold of the Aircraft as Checked Baggage. Once the Aircraft lands at the destination Airport, Viva Aerobus staff shall deliver the Wheelchair to the Passenger with Disabilities and/or Reduced Mobility at the aircraft door. The foregoing only applies in the case of manual Wheelchairs, otherwise, Wheelchairs shall be delivered together with the Checked Baggage.

Viva Aerobus may transport electric wheelchairs with closed and non-liquid batteries, provided that the Passenger with Disabilities and/or Reduced Mobility warrants that these shall not be activated during the flight, if necessary, the Passenger must indicate in writing the instructions to disconnect the battery from its terminal.

Viva Aerobus staff shall have no obligation to provide Passengers with Disabilities and/or Reduced Mobility any assistance to move to and from the restrooms, to eat and/or for personal hygiene purposes.

5.3.2 Passengers with Respiratory Disabilities

Viva Aerobus may transport up to 3 (three) medical oxygen tanks per flight, provided that the cylinders are of a capacity no greater than 5 (five) gross kilograms and that they meet the requirements of 49 CFR, section 178.273 “Approved of Specification UN portable tanks” and they show the United Nations registration approved by the DOT (Department of Transportation). Only one oxygen tank per Passenger with Respiratory Disabilities shall be allowed without it being deemed part of your selected Baggage allowance.

The only personal respiratory aids permitted on board are the “portable oxygen concentrator” type, which are certified equipment for use in aviation in accordance with the standards of the Radio Technical Commission for Aeronautics (RTCA), whose models in the market that can be transported can be found at the following web address for prompt reference: <http://www.faa.gov/about/initiatives/cabin_safety/portable_oxygen/>

In all the cases, Passengers with Disabilities and/or Reduced Mobility must carry enough batteries to operate their breathing apparatus, based on the duration of the flight. Viva Aerobus allows Passengers with Respiratory Disabilities to carry just one continuous positive airway pressure device (CPAP), or any other instrument that the Passenger has to use to manage their respiratory disability (as long as this be permitted by corresponding regulations), which shall be considered part of Carry-on Baggage or Checked Baggage at no extra cost, no matter what option or combo they may have chosen. However, any other item not used to help the Passenger with their disability or accessory unit of said item, shall be considered part of the Carry-on Baggage and/or Checked Baggage allowance selected by the Passenger. At no time shall the Passenger be expected to provide a medical document for this benefit to be applicable thereto.

**5.4 Medical Syringes**

Viva Aerobus allows the Passengers to transport a couple of syringes, their needles and their respective medications in the Checked Baggage (the Syringes) only. Should Passenger require a greater quantity of Syringes, he/she must submit the corresponding prescription issued by a certified physician with such indication.  
  
The Passengers suffering from diabetes, allergies, or from any other situation demanding the transportation of Syringe(s) and the respective medication on board, they may do so after submitting the medical prescription including such indication by a certified physician. Passengers must present their prescriptions when checking-in for their flight or when screened by the Airport’s security staff, however, such may be requested subsequently by Viva Aerobus staff, so Passengers are responsible for keeping them close at hand to avoid delays in the boarding process and/or denied boarding.

**5.5 Infectious Diseases**

a) Severe cases:  
Without exception and under no circumstances may Viva Aerobus check-in those Passengers suffering from infectious diseases such as respiratory infections or tuberculosis, among others.  
  
b) Mild cases:  
Those Passengers presenting symptoms of an illness such as German measles, measles, chickenpox, etc., may be accepted on board the Viva Aerobus aircraft, provided that:

1. 7 (seven) days have elapsed after the apparition of the last rash or mark of the disease, and this is verified with the corresponding medical certificate issued for such purpose.
2. They submit a medical certificate evidencing that they are fit to travel by air, and
3. They have informed about their condition at the Viva Aerobus check-in counters.

Viva Aerobus may request, at any time, to see the medical certificate mentioned in point 2 above, of any Passenger which, in the opinion of Viva Aerobus, may show signs of a worsening of their state of health, including, but not limited to, non-infectious diseases, breathing difficulties, wounds from recent surgery, etc. (this does not apply to Passengers with Disabilities).

**5.6 Allergies**

In all Viva Aerobus-operated flights buy on board service is offered, which includes, without limitation, products such as: peanuts, chocolates, dairy products, among others; and it is the Passengers’ responsibility to verify the content of the products they consume.  
  
Viva Aerobus shall not be responsible for the allergic reactions or of any other reaction or effect suffered by or that any Passenger may suffer as a direct consequence of consuming such products sold on board.

**5.7 Passengers Seated at Emergency Exits**

For the safety of all our Passengers, the only Passengers which may sit next to an Emergency Exit (such as, on the A320 aircraft: row 1, seats a, b, c; row 12, seats a, b, c, d, e, & f; row 13, seats a, b, c, d, e, & f) , are those Passengers that, without exception, meet the following requirements:  
  
1. Not being Minors.  
2. Being able to understand and carry out the instructions given on the Emergency Exit itself and those given by the aircraft crew.  
3. Not travelling with someone who would need assistance in an emergency.  
4. Not suffering from any temporary or permanent incapacity or disability which prevents him/her from reacting in the manner required in the event of emergency.  
5. Being able to handle, lift and toss a door weighing approximately 15 Kg (fifteen kilograms), in the event of an emergency.  
6. Being in a condition to give instructions to the rest of the Passengers on the aircraft and give help in the event of an emergency.  
7. Being willing to help in the event of an emergency.  
8. Not travelling with an Infant.  
9. Having stowed all his/her Carry-on baggage in the overhead compartments during takeoff and landing.  
10. Not being pregnant.  
11. Not requiring a safety belt extension.  
  
These measures exist for the safety of each and every one of Viva Aerobus’ Passengers, and are described in the general operations manual approved by the competent aeronautical authority.

## **6.0 Reservations with OTA**

Before purchasing any flight with an OTA, we recommend you check the OTAs approved by VIVA in the following link: <https://www.vivaaerobus.com/en-us/services/link-booking-viva>.  
  
For more information related to refunds with the flights acquired through an OTA, the Passenger will have to contact the OTA that they acquired the flights. We suggest checking the corresponding refund politics.

## **6.1 Link your Reservation to a User Profile**

Those Passengers that have been purchased their Reservation through an OTA approved by VIVA, should link their Reservation through the creation of their User Profile.  
  
It is necessary to complete this Linking process to ensure that all our Passengers meet VIVA' security requirements.  
  
The above because some OTA´s sometimes did not provide us the contact personal data, what means that VIVA cannot get in contact with the you. This is why that the creation of an User Profile also guarantee that VIVA have the correct and update contact information and may contact with the you related to important information with their Reservation like itinerary, time changes, delays or any other alteration with the services, among others. By creating your User Profile, you’ll be able to manage your Reservation and extra Baggage, Additional Services, make changes to your flight or passenger name, and select your Seats.  
  
Don’t forget that your User Profile gives you benefits such as:

1. Automatic registration to Doters Loyalty Program, where passengers can earn Doters Points on all their purchases with VIVA.
2. Automatic registration to Viva Cash, allowing Passengers to use their Viva Credits.

If you don’t have a User Profile yet, or haven’t linked your Reservation to one, you can find more information at the following link: <https://www.vivaaerobus.com/en-us/services/link-booking-viva>. To learn more about how VIVA handles your Personal Data, please read our Privacy Notice at that same link.

Once your User Profile has been created, we will send you a confirmation email to the address you provided during the registration process, confirming the creation of your User Profile has been successful.

You only need to link your booking once for each Reservation made through an OTA. However, once your User Profile is created, you won’t have to do this process again for future Reservations just log in to your User Profile to manage future Reservations.

## **6.2 Bookings not linked to a User Profile**

If a Passenger bought their ticket through an OTA and didn’t complete the linking process mentioned in section 6.1 above by creating a User Profile, the Passenger won’t be able to make their Web Check-In and get their online boarding pass.  
  
However, the Passenger will still be able to check in and get their Boarding Pass at the airport Check-In Counters. You must arrive at least 120 (one hundred and twenty) minutes before your scheduled departure time and complete the check-in with one of our agents.  
  
To complete check-in at the airport, you must present an Official Identification and provide the reference number given by the OTA where you booked your flight.  
  
Once the agent confirms your identity and makes sure you are aware of the security requirements, they will begin the check-in process and give you your Boarding Pass.  
  
VIVA may deny boarding to any Passengers who have not linked their Reservation.

## **7.0 Pregnant Women**

At Viva Aerobus our concern is for the safety of all our passengers, so we recommend that passengers that travel whilst pregnant consult a physician before undertaking any trip, as well as inform Viva Aerobus staff during the Reservation and check-in process, for better customer care.  
  
Women who are up to 27 (twenty-seven) weeks pregnant may travel by Viva Aerobus, without need of submitting a medical certificate.  
  
Women who are over 27 (twenty-seven) and up to 36 (thirty-six) weeks pregnant in case of regular pregnancy or 32 (thirty-two) weeks in case of multiple pregnancy (twins, triplets, etc.), must submit a medical certificate issued maximum 10 (ten) calendar days in advance to the date on which the air transportation Service with Viva Aerobus is intended to Viva Aerobus staff. Such certificate must contain the exact number of weeks of pregnancy and the express authorization of the physician, to be able to use the Air Transportation Service.  
  
Without exception, any Flights that Pregnant women intend to take must be completed before the 37th (thirty-seventh) week of pregnancy in case of regular pregnancy or 33rd (thirty-third) week in case of multiple pregnancy.  
  
Passengers in their 37th (thirty-seventh) week of pregnancy in case of regular pregnancy or 33rd (thirty-third) week in case of multiple pregnancy and after may not use the transportation Service. It is the Passengers’ obligation to notify Viva Aerobus of their pregnancy when booking, as well as to inform Viva Aerobus staff during the check-in process for them to receive the proper attention. Viva Aerobus shall not be responsible for any contingencies and/or incidents that could arise during the flight in relation to the pregnancy of the Passenger.

## **8.0 Minors**

**8.1 National Flights**

Viva Aerobus does not provide companion and/or special care services for Minors.  
  
Minors under 14 (fourteen) years of age, may not, for their own safety, use Air transportation services without being accompanied by an Adult. In the event that the Adult not be one of the parents or guardians of the Minor, he/she must provide the “Authorization to travel for minors” form, which can be downloaded at our Website. Said form must be presented at time of boarding, duly signed by the parents or guardians of the Minor, along with photocopies of the identity documents of the parents or legal guardian(s).  
  
VIVA allows minors aged 14 (fourteen) to 17 (seventeen) years to travel without an adult, as long as their parent(s) or legal guardian(s) complete and sign the same form (“Minor traveling with a third party or unaccompanied”). The minor must present their CURP, an official ID with photo (passport or student ID), and the form completed and signed by their parent or guardian, along with a copy of their ID. This form must be completed for each flight included in the Reservation.  
  
Regardless of the provisions of the foregoing paragraph, for the safety of our Passengers, Viva Aerobus does not allow Unaccompanied Minors to travel on Connecting Flights.

**8.2 Minors on International flights**

On international flights, in which the Minor is accompanied by an Adult which is not one of his/her parents or guardians, the Adult accompanying the Minor must provide Viva Aerobus, whether at the checking-in modules or at the departure lounge, with the original document issued before a Notary Public or Public Certifier and/or the ‘authorization to travel abroad for minors’ form issued by the relevant Authority (in both cases said authorization must comply with the legal requirements laid down by the Authority), on which the express consent of both parents or the person having custody of the Minor, is given, for the Minor to leave the country in company of the designated Adult. Both the Minor and the Adult companion must present their current passports as well as the requisite immigration forms that must be exhibited at destination, as applicable.  
  
VIVA shall only allow Minor Passengers of Mexican nationality, between the ages of 14 (fourteen) and 17 (seventeen), to travel unaccompanied, on direct flights without Stopovers, originating in the United States of America and destined for the United Mexican States and therefore Minor Passengers must comply with the requirements established by the Competent Authorities on immigration matters.  
  
Viva Aerobus may refuse service to Minor Passengers that do not meet the corresponding requirements, and hence Viva Aerobus shall not bear any liability should a Minor Passenger not meet said requirements.  
  
Minor Passengers, or their parents or guardians, must check with the Competent Authority of their origin or destination country, on the requirements for a Minor to enter the United Mexican States unaccompanied by their parents or guardians.  
  
Except for the cases outlined in the above paragraphs, in no case may Minor Passengers travel without an Adult companion on an international flight.

## **9.0 Passengers traveling with infants**

Any Infant, whether on domestic or international flights, may travel with 1 (one) regular or foldable stroller as Checked Baggage, at no additional cost, provided its dimensions do not exceed 158 (one hundred fifty-eight) linear centimeters. This item must always be checked, it may be checked at the airline counters, at the boarding gates of the Airports, or at the aircraft door with assistance from VIVA designated operational staff. Any additional Baggage, such as a diaped bag, handbag, among others, will be considered part of the Adult Passenger’s Baggage allowance. If a Passenger traveling with an Infant wishes to bring and additional item beyond what is stated in this section, they may purchase the “Baby Package”, which will have the cost published on the Website at the time of purchase.

**9.1 Baby Package**

The Baby Package is an optional extra service that can be purchased for an additional cost. It is available for Passengers traveling with an Infant. This package includes the following benefits for the Infant:

* Viva Express
* 1 (one) Personal Item on board
* The option to bring only 1 (one) of the following items:
  + 1 (one) foldable stroller as Carry-on Baggage (must not exceed 55cm x 40cm x 25cm)
  + 1 (one) regular stroller as Checked Baggage (must not exceed 158 linear cm)
  + 1 (one) baby car Seat, travel crib, or similar item

If a Passenger travelling with an Infant wants to bring a baby seat onboard, they must purchase an extra Seat to place it.

VIVA only allows baby car seats onboard that are approved by the FAA (Federal Aviation Administration).

If the Infant turns 2 (two) years old before the return flight, you will need to buy a Seat for the return trip and pay the regular Fare.

Any Passenger intending to travel with an Infant must register the Infant when making the Reservation and show an Official Identification of the Infant at the check-in, as required by these General Terms and Conditions of VIVA.

**9.2 Documents required for Foreign Minors entering Mexico**

All foreign minors purchasing flights operated by VIVA including trips within the Mexican Republic, when checking-in must:  
  
I. Be accompanied by any of the persons exercising the parental authority or the tutorship and comply with the civil law requirements.  
  
II. If accompanied by a third person of legal age or if they travel alone, they must present the passport and the document attesting the authorization by those exercising the parental authority or the tutorship on the minor, before public certifier or the authorities competent. therefore.

## **10.0 Transportation of Emotional Support Animals, Service Animals and/or Domestic Animals**

**10.1 Emotional Support Animals**

Viva Aerobus allows Passengers who may require it by prescription of a medical professional specialized in mental health (psychologist, psychiatrist, or attending physician), as part of their medical treatment to alleviate loneliness, depression, anxiety and/or certain phobias, the Passenger may be accompanied during the flight by their Emotional Support Animal at no additional cost; as long as they are dogs and/or cats.  
  
Since Emotional Support Animals do not have special training, they must travel in a carrier that complies with the permitted dimensions to be placed under the Seat in front of the Passenger.  
  
Only in those cases in which the Emotional Support Animal has larger dimensions and/or for any other reason cannot travel in its carrier, the Emotional Support Animal may travel in the seat next to the Passenger's seat that allows its control during the entire flight.  
  
In case of not complying with the requirements stated herein or by the regulation in force, the Emotional Support Animal will be transported as a Pet in the cargo compartment of the aircraft, being the Passenger's responsibility to cover the corresponding charge for this service.  
  
Passengers wishing to carry an Emotional Support Animal on board Viva Aerobus aircraft for domestic flights must comply with the following requirements:

1. Medical prescription issued by the Passenger's attending physician certifying that the Passenger requires an Emotional Support Animal, which must have the following characteristics: be issued on letterhead, by a medical professional specialized in mental health, indicate the name of the Passenger who requires the Emotional Support Animal, include the name, professional license and signature of the physician who issued it, such prescription must be issued no later than one year from the date of the flight.
2. Vaccination certificate on letterhead with professional license number of the veterinarian, and that considers the application of the rabies vaccine (one year from the date of application) as well as the current deworming (not older than 6 months).
3. Health certificate on letterhead with the veterinarian's professional license number, the date of issue must be less than 5 days before the date of the trip.
4. Letter of responsibility duly completed and signed by the passenger, which can be requested and delivered at any of our counters at the time of carrying out the documentation process.

In the case of international flights, it will be the Passenger's obligation to present all health and transportation documentation requested by the destination country to allow the entry of the Emotional Support Animal.

Viva Aerobus reserves the right to transport emotional support animals that demonstrate violent behavior, disobedience or nervousness before the flight.

**10.2 Service Animals**

Viva Aerobus allows Passengers with Physical and/or Sensory Disabilities, who so require by prescription of a specialized physician, to be accompanied during the flight by a Service Animal at no additional cost. This is provided that the Passenger with Physical and/or Sensory Disability accredits this situation.  
  
In case of not complying with the requirements stated herein, the Service Animal will be transported as a Domestic Animal in the cargo compartment of the aircraft, being the Passenger's responsibility to cover the corresponding charge for this service.  
  
Passengers wishing to carry a Service Animal on board Viva Aerobus aircraft on domestic flights must comply with the following requirements:

1. Document that evidences that it specifies that it is a service animal; these can be, but not limited to, the following: I. Identification of the animal issued by an animal health authority and/or recognized organization; II. Medical document or from any institution treating the disabled passenger or any other document that evidences that the passenger needs such assistance for his/her mobility and/or companionship.
2. Vaccination certificate on letterhead with professional license number of the veterinarian, and that considers the application of the rabies vaccine (one year from the date of application) as well as the current deworming (not older than 6 months).
3. Health Certificate on letterhead with the veterinarian's professional license number, the date of issue must be less than 5 days before the date of the trip.
4. Letter of responsibility duly completed and signed by the passenger, which can be requested and delivered at any of our counters at the time of carrying out the documentation process.
5. The guide or guide dog must wear a harness and identification around its neck.

Consult all the recommendations for traveling with your Service Animal at <https://www.vivaaerobus.com/es-mx/info/preparate-para-volar/animales-de-servicio>.

Viva Aerobus reserves the right to transport emotional support animals that show violent behavior, disobedience or nervousness before the flight.

**10.3 Pets traveling in the cargo area of the aircraft.**

The Passenger may transport his/her Pet (only dogs) under his/her sole responsibility, in the cargo compartment of the aircraft as part of his/her Checked Baggage, provided that the Passenger pays the corresponding charge in effect at the time the Service is rendered, which may be consulted at https://www.vivaaerobus.com/es-mx/adicionales/nuestros-cargos. The Passenger must request the Pet transportation service at the time of purchasing the Ticket through the Website www.vivaaerobus.com or any of the Viva Aerobus Sales Channels at least 4 (four) hours prior to the scheduled departure of the flight or at the Airport at least 2 (two) hours prior to the scheduled departure of the flight during the documentation process.  
  
The transportation of the Domestic Animal shall be carried out observing humane treatment at all times. Viva Aerobus shall make its best effort to reduce stress, suffering, pain and the production of traumatisms during the mobilization of such Domestic Animals.  
  
Under no circumstances will Viva Aerobus transport domestic animals of brachycephalic breeds in the cargo compartments due to the high risk of suffering the respiratory syndrome typical of this type of breeds; these will only be accepted in the passenger cabin as long as they comply with the required dimensions, weight and documents, and will be under the sole responsibility of the Passenger, due to the possibility of developing the respiratory syndrome typical of such breeds, which consists of the deficiency to breathe normally or the inability to regulate their body temperature, which may cause a risk or even sudden death of the Domestic Animal. Viva Aerobus shall not be liable in case of death of a pet for the aforementioned reasons.  
  
Brachycephalic breeds are considered, but not limited to, dogs of the following breeds: Affenpinscher, American Staffordshire Terrier, Boston Terrier, Boxer, Bull Dog, Bullmastiff, Bull Terrier, Cane Corso, Japanese Chin, Chow-Chow, Dogue de Bordeaux, English Toy Spaniel, Griffon Bruxellois, Lhasa Apso, Maltese, Mastiff (all breeds), Pekingese, Pug, SharPei, Shih-Tzu, Tibetan Spaniel, among others.  
  
Passengers wishing to carry a pet on board Viva Aerobus aircraft on domestic flights must comply with the following requirements:

1. Vaccination certificate on letterhead with professional license number of the veterinarian, and that considers the application of the rabies vaccine (one year from the date of application) as well as the current deworming (not older than 6 months).
2. Health Certificate on letterhead with the veterinarian's professional license number, the date of issue must be less than 5 days before the date of the trip.
3. Letter of responsibility properly filled out and signed by the passenger, which can be requested and delivered at any of our counters at the time of carrying out the documentation process.

For operational safety reasons, Viva Aerobus may only transport a maximum of 5 (five) pets per flight in the cargo area of the aircraft. Viva Aerobus recommends all Passengers to purchase this service well in advance, since, in case of unavailability for the flight and date requested, the service may be denied without any liability for Viva Aerobus.

On domestic flights, the animals must be at least 4 (four) months old on the date on which the service is provided. On flights to the United States of America, the animal must be at least 6 (six) months old on the date on which the service is provided.

The transportation of each Pet in cargo compartments shall be carried out inside an individual kennel type carrier owned by the Passenger, which shall be made of rigid material, with an impermeable floor covered with absorbent material and specifically designed for such purpose, in which the pet may move freely inside, lie down, turn around and stand up. The carrier must be secured by means of a padlock or seal, which will be provided by the Passenger, in order to safeguard the physical integrity of both the Pet and the personnel who may handle the carrier. Likewise, the carrier must be in optimal conditions to ensure the proper transportation and safety of the pet; in case of any damage or wear, Viva Aerobus may deny transportation.

Viva Aerobus recommends Passengers not to carry accessories for pets inside the carrier, such as blankets, toys, gags, etc., as these may be removed at the time of inspection. Should this occur, the Passenger will not be able to claim any compensation from Viva Aerobus.

The kennel type carrier, together with the pet, shall not exceed 45 (forty-five) kilograms in weight or 319 (three hundred and nineteen) linear centimeters.

Viva Aerobus shall not provide carriers, attachments, food and/or special care for the Domestic Animals.

Viva Aerobus will not transport, under any circumstances, Pets in the cargo area on connecting flights, since, due to the characteristics of the flight, airport conditions and connection times, their care could be affected.

**10.4 Pets on board traveling in the Passenger Cabin**

The transportation of Domestic Animals in the Passenger cabin of Viva Aerobus aircraft contemplates only dogs and cats, observing the following conditions:  
  
The transportation service of Pets in the Passenger cabin will be limited to 1 (one) Pet per Passenger and a maximum of 6 (six) Pets per flight.  
  
The Passenger must pay the corresponding charge in force at the time the Service is rendered, which may be consulted at <https://www.vivaaerobus.com/en-us/add-ons/fees-and-charges>The transportation of pets in the passenger cabin must be carried out inside an individual carrier owned by the Passenger, which must be made of rigid or semi-rigid material for the transportation of dogs and/or cats. In either case, the carrier shall contain the following: absorbent material inside to avoid spillage of liquids, with the following maximum measurements: 44 (forty-four) centimeters long x 35 (thirty-five) centimeters wide x 21 (twenty-one) centimeters high. The carrier shall be specifically designed for such purpose, which shall allow the pet to move freely inside, lie down, turn around and stand up. Likewise, the carrier must be secured by means of a padlock or seal provided by the Passenger to safeguard the physical integrity of the Pet, as well as that of the personnel who, if applicable and at the Passenger's request, will assist the Passenger in handling the carrier. In the event that the pet exhibits disruptive behavior that cannot be corrected or controlled satisfactorily, such as growling, biting or trying to bite, jumping or jumping on people and trying to break and escape from the semi-rigid material carrier, among others, Viva Aerobus may request the Passenger to use a rigid material carrier.  
  
Viva Aerobus will only transport in the cabin, dogs and/or cats whose weight together with their carrier does not exceed 12 (twelve) kilograms. On domestic flights, the pet must be at least 2 (two) months old at the date of departure of the flight and not depend on its mother for food. On flights to the United States of America, the pet must be at least 6 (six) months old at the date of departure of the flight and must meet all legal requirements for its place of origin.  
  
The carrier must be placed under the Seat in front of the Passenger, if it exceeds the allowed measurements, the Pet must be documented, as long as the carrier is made of rigid material and there is availability in accordance with these Terms and Conditions. Viva Aerobus reserves the right to deny this service in case the carrier does not comply with the measurements and weight mentioned in this section.  
  
The pet must be completely inside the carrier without removing any part of its body during all phases of the flight.  
  
Passengers wishing to transport their pets on board the passenger cabin must present themselves at the documentation counters of the corresponding airport with the pet and the documentation required for transportation at the times established in this section, for domestic flights at least 2 (two) hours prior to flight departure and for international flights at least 3 (three) hours prior to flight departure.  
  
Viva Aerobus may transport brachycephalic pets in the cabin complying with the required dimensions, weight and documents, as well as the subscription of the corresponding letter of responsibility in the understanding that the transportation of such pets shall be under the full responsibility of the Passenger due to the possibility of developing the respiratory syndrome typical of such breeds, which consists of the deficiency to breathe normally or the inability to regulate their body temperature, which may cause a risk or even sudden death of the pet. Viva Aerobus shall not be liable in case of death of a pet for the abovementioned reasons.  
  
Brachycephalic breeds are considered, but not limited to, dogs of the following breeds: Dogs: Affenpinscher, American Staffordshire Terrier, Boston Terrier, Boxer, Bull Dog, Bullmastiff, Bull Terrier, Cane Corso, Japanese Chin, Chow-Chow, Dogue de Bordeaux, English Toy Spaniel, Brussels Griffon, Lhasa Apso, Maltese, Mastiff (all breeds), Pekingese, Pug, SharPei, Shih-Tzu, Tibetan Spaniel, among others; and cats of the following breeds: Burmese, Exotic, Himalayan, Persian, among others.

* Passengers wishing to carry a pet on board Viva Aerobus aircraft on domestic flights must comply with the following requirements:

1. Vaccination certificate on letterhead with professional license number of the veterinarian, and that considers the application of the rabies vaccine (one year from the date of application) as well as the current deworming (not older than 6 months).
2. Health certificate on letterhead with the veterinarian's professional license number, the date of issue must be less than 5 days before the date of the trip.
3. Letter of responsibility duly completed and signed by the passenger, which can be requested and delivered at any of our counters at the time of carrying out the documentation process.

* In the case of international flights, the Passenger must additionally comply with all health and transportation documentation required by the destination country to allow the entry of the Emotional Support Animal, Service Animal, and/or Domestic Animal. Therefore, the Passenger must consult the official websites of the destination country to confirm the applicable requirements.

Viva Aerobus will inform its Passengers of these rules through the website https://www.vivaaerobus.com/es-mx/info/preparate-para-volar/viajando-con-mascotas. However, it will not be responsible if the information is outdated or contains any errors, as the only valid regulations are those found on the official websites of the destination country.

Without prejudice to the aforementioned requirements, and given that the competent authority may update, modify, remove, or add to the current requirements for the transportation service of animals, the Passenger must comply with the following for flights to the United States of America:

CDC Dog Import Form receipt: This must be obtained by the Passenger at <https://cdc-786687.workflowcloud.com/forms/090dc543-7b2f-4538-b2c7-2919d12ecc73> or at the link determined by the competent authority for this purpose.

Microchip Implantation Certificate: Carry a certificate verifying the implantation of a microchip that can be detected by a universal scanner for the identification of the Emotional Support Animal, Service Animal, and/or Domestic Animal.

Emergency contact: Provide an emergency contact in the United States of America or Mexico at the time of check-in at the documentation counters.

It is recommended to schedule an appointment on the same day of arrival in the United States of America, as close as possible to the arrival time, with a resident veterinarian at the entry destination to assist the Emotional Support Animal, Service Animal, and/or Domestic Animal if required by the competent authority. This veterinarian must offer transportation services, and all costs incurred must be covered by the Passenger.

Health certificate for pet and service animals as free of Screwworm (Cochliomyia hominivorax).

Viva Aerobus reserves the right of admission for animals whose owners do not present the required documentation.

By order of the United States of America, Viva Aerobus personnel may deny transportation service to animals that do not appear to be in good condition, meaning those that appear sick, emit unpleasant odors, or seem highly stressed and agitated.

In case of an emergency, oxygen will not be supplied to pets, as the use of supplemental oxygen masks or supplemental therapeutic oxygen is exclusive to Passengers.

If necessary or required due to a special situation or for the safety of all Passengers, the Domestic Animal may be relocated to the cargo area.

## **11.0 Boarding Pass**

All Passengers must present their Boarding Pass together with an Official Identification at the security points of the Airport and the last Departure Lounges.  
  
Passengers who are Viva Fan Members and who have been previously enrolled on the Smile&Fly program, may appear at the check-in counters and at the departure lounges without needing to show their Official ID or Boarding Pass, and only have to place their face in front of the Facial Recognition devices located at the departure lounges of the Airports where the Smile&Fly program is available.  
  
In the event of omission or loss of the Boarding Pass, the Passenger may obtain a new Boarding Pass at the check-in counters, provided the Passenger is within the time frames provided for boarding described in section 4.0 and he/she pays the corresponding amount for the reprinting assistance of the Boarding Pass.

**11.1 Obtaining the Boarding Pass over the Internet**

Once the Passenger has done Web Check-In, the Passenger may, at his/her choice, print their Boarding Pass, or download it in digital form from our Website or the Viva Aerobus App. Passengers must show their Boarding Pass, either printed or digital, in order to board their flight. In case of not having a Seat assigned by Viva Aerobus, please review Section 5.0 of these Terms and Conditions.

**11.2 Exceptions for obtaining the Boarding Pass online**

The Passengers that due to their special conditions must come to the check-in counters and may not print their Boarding Pass through our Website are listed hereinbelow:  
  
A) Pregnant Women (See item 7.0)  
B) Passengers who had undergone recent surgical intervention.  
C) Unaccompanied Minors (See item 8.0)  
D) Passengers carrying special Baggage such as musical and/or sports items.  
E) Passengers with Disabilities, Reduced Mobility and/or Wheelchairs.  
F) Passengers travelling with Domestic Animals, Emotional Support Animals, or Service Animals.  
G) Passengers who, due to their physical or legal condition, must notify their situation at the check-in counter to determine whether they may or may not board the flight.  
H) Passengers with Respiratory Disabilities.  
I) Passengers seated in emergency exit rows (e.g. on A320 aircraft: row 1 only seats A, B and C and rows 12 and 13 all seats).  
J) Passengers which have not chosen a Seat or had one allocated by the airline, or when they are requested on the Website to go directly to the check-in counters.

## **12.0 Baggage**

**12.1 Baggage Policies**

For safety reasons, all Viva Aerobus Passengers and their respective Baggage shall be subject to screening at the different Airports.  
  
Viva Aerobus requests each Passenger to have their Carry-ons available in the event of being subject to inspection by the “Viva Aerobus” staff and/or the Airport’s security staff. For better identification and security of their Baggage, Passengers are advised to identify their Baggage with their name, address, telephone number and/or their Reservation Code, so that in case of Baggage loss or damage, tracking is easier, Passengers are solely liable for failure to do so.  
  
Viva Aerobus shall only be responsible in case of proven loss or damage of Baggage that would have been duly identified as described in the preceding paragraph, provided that the Passenger notifies Viva Aerobus by completing the corresponding Property Irregularity Report (the “Report”) which Passengers may obtain at the sales counters in each Airport.  
  
Since Baggage is subject to screening and handling by persons and staff alien to Viva Aerobus, Viva Aerobus advises its Passengers to:

* Avoid packing fragile or valuable items in their Baggage, including without limitation: cash or negotiable documents, jewelry, electronic devices, photography or video equipment, cell phones, important documents or artworks, among others (“Valuables”). Viva Aerobus does not allow the transportation of Valuables, therefore their transportation is at the Passengers’ sole risk. Consequently, Passengers waive any right to request an indemnification from Viva Aerobus in case of loss under this concept.
* Identify all the pieces of Baggage with name and contact information of the Passenger, whether Carry-ons or Checked Baggage.
* Verify that the information in the Baggage ticket or stub corresponds to their place of origin and destination.
* Verify that the collected piece is their own when picking it up, since the existence of similar pieces on the same flight is possible.

Passengers are free to follow the above recommendations, failure to do so releases Viva Aerobus from all liability.

Viva Aerobus does not assume any responsibility for damaged Baggage or in bad conditions which exceed the prescribed size or are overloaded. Likewise, Viva Aerobus is not responsible for damage caused by the normal handling of the Baggage: i.e. to the wheels, frames, straps, retractable handles, zippers, loss of locks, external straps, among others which are deemed incidental since they do not affect the primary function of a Suitcase.

**12.2 Extra Baggage**

Passengers may add extra baggage to their Reservation in all the Sales Channels up to 4 (four) hours before the flight departure time by paying the corresponding amount for each leg of the journey, regardless of whether it is a Stopover or the final destination of the Passenger. In such cases, the Passenger adding an extra item to his/her Baggage, shall be entitled to carry the amount and weight of the Baggage paid, which may be: one 15 (fifteen) kg suitcase, one 20 (twenty) kg Suitcase, one 25 (twenty-five) kg Suitcase and one 32 (thirty-two) kg Suitcase respectively and none of which may exceed 158 (one hundred fifty-eight) linear centimeters. The payment of the corresponding charges shall be made according to the Fees published at: <https://www.vivaaerobus.com/en-us/add-ons/fees-and-charges>

**12.3 Prohibited items**

Passenger may verify the list of prohibited items both in respect of Carry-ons and Checked Baggage at the Website. If any Passenger is carrying any of those articles, such may be confiscated to the extent that they may endanger the health and physical integrity of the Passengers and/or the crew, or the safety and tranquility of the aircraft and any of its components.

**12.4 Transport of Human Remains**

Viva Aerobus allows ashes only, which shall be transported as Carry-on baggage provided they are placed in a sealed container to prevent spills.  
  
Passengers must report the ashes when checking-in and at the Boarding gate and they must have the Death certificate and a cremation certificate, among other, as required by the sanitary or airport authorities and/or by Viva Aerobus.

**12.5 Transport of Sports Items**

Viva Aerobus may at the Passenger’s request, transport sports equipment whose dimensions and form do not conform to the regular Baggage standards, after payment of the charge for handling such equipment. Viva Aerobus shall not be responsible for damage and/or loss of such sports equipment.  
  
The checking-in of such sports equipment shall be subject to the following conditions:  
  
It does not exceed the maximum weight of 32 (thirty-two) kilograms  
  
It does not exceed 319 (three hundred nineteen) linear centimeters per item or checked container.  
  
The transport of such items shall be subject to space availability. The Passengers willing to carry with them sports equipment must notify so to Viva Aerobus with due anticipation.

**12.6 Transportation of Musical Instruments**

Viva Aerobus may at the Passenger’s request, transport musical instruments whose dimensions and form do not conform to the regular Baggage standards, after payment of the charge for handling such equipment.  
  
Viva Aerobus shall only be liable in case of losses and/or damages to such musical instruments for up to the limits established in the applicable legislation.  
  
The checking-in of such equipment shall be subject to the following conditions:

* Not exceeding the maximum weight of 32 (thirty-two) kilograms or 319 (three hundred nineteen) linear centimeters per checked item or container.
* The transport of such instruments shall be subject to space availability. The Passengers willing to carry with them a musical instrument must notify so to Viva Aerobus with due anticipation.

If you purchased this service and your musical instrument is bigger than the permitted dimensions for Carry-on baggage, which are 55 x 40 x 25 cm (including the case or cover), you may transport your musical instrument in the passenger cabin, as long as it can be safely stowed in the overhead compartments of the aircraft. Otherwise you must check your musical instrument.

It is important to remember that, owing to the space limitations in the Passenger cabin, the transportation of musical instruments service is subject to availability, so in the event of there not being sufficient space in the passenger cabin, the musical instrument must be checked.

**12.7 Carry-on Baggage.**

In the Smart Fare, the Passenger may always carry up to 2 (two) pieces of Carry-on Baggage with them at no additional cost. Passengers shall have the following rights in respect of Carry-on Baggage:   
  
Zero Fare: The Passenger accepts that he/she may only carry 1 (one) Personal Item not exceeding the dimensions of 45cm x 35cm x 20cm. In this Fare, the Passenger waives his/her right to carry Carry-On Baggage, as well as Checked Baggage in exchange for receiving a preferential Fare, in accordance with the provisions of numeral X, paragraph IV of Article 47 bis of the Civil Aviation Law. Therefore, Passengers who have chosen this Fare, accept that in case they do not comply with the specifications regarding the Baggage of such Fare, they waive to receive the preferential Fare granted by Viva Aerobus, and therefore accept that they must cover the difference with the Base Fare to obtain the pieces of Hand Baggage and/or Checked Baggage they require, derived from the new Combo they acquire. Passengers with Zero Fare will be able to check prices and add Hand Baggage and/or Checked Baggage through the My Reservation section, which is available on the Web Site <https://www.vivaaerobus.com/en-us/add-ons/fees-and-charges>, and will be able to purchase them at Viva Tiendas Aeropuertos and at check-in counters.  
  
In the event that the Passenger presents with Carry-On Baggage, either because he/she previously acquired 1 (one) piece of Carry-On Baggage or because he/she has covered the corresponding penalty in the last waiting room, he/she will be subject to the fact that in the event that the overhead compartments of the aircraft are overcrowded, he/she must document said Carry-On Baggage at the request of Viva Aerobus, and at the discretion of Viva Aerobus, the documentation may be at no additional cost to the Passenger.  
  
Light Fare: Passengers may carry 1 (one) Personal Item and 1 (one) Carry-on Case, weighing no more than 10 (ten) kilograms. The Carry-on Case must not measure more than 55cm x 40cm x 25cm. At this fare, Passengers give up part of their Carry-on Baggage allowance and all their Checked Baggage allowance, in exchange for a discounted fare, under the provisions of article 47 bis of the Civil Aviation Act. Additional Carry-on baggage shall only be available at extra cost, as published on <https://www.vivaaerobus.com/en-us/add-ons/fees-and-charges>Extra Fare: Extra Fare: Passengers may carry 1 (one) Personal Item and 1 (one) Carry-on Case, weighing no more than 10 (ten) kilograms. The Carry-on Case must not measure more than 55cm x 40cm x 25cm. At this fare, Passengers give up part of their Carry-on Baggage allowance and part of their Checked Baggage allowance in exchange for a discounted fare, under the provisions of article 47 bis of the Civil Aviation Act.  
  
Smart Fare: Passengers may carry 1 (one) Personal Item and 2 (two) Carry-on Cases, together not weighing more than 15 (fifteen) kilograms and each measuring not more than 55cm x 40cm x 25cm.  
  
Passengers must present their Carry-on Baggage at check-in counters where Viva Aerobus staff shall tag the Baggage. If it is not presented, it could be subject to a second check at the Airport’s departure lounge and possibly incur additional charges and/or refusal to board.  
  
For safety reasons, Viva Aerobus does not allow boarding with Carry-on baggage heavier than 15 (fifteen) kilograms. Carry-on Baggage exceeding any of the above parameters may be checked-in by the Passenger and it shall be subject to the charge for Additional Baggage.  
  
Passengers that would have chosen the Zero, Light or Extra Fares and show up with more than 10 (ten) kilograms in their Carry-on baggage for boarding, or with 1 (one) piece of Carry-On Baggage in addition to their Personal Item for Passengers traveling at Zero Fare, at the time of their flight, must show that they have paid the fee for the increased weight of their Carry-On Baggage or have purchased 1 (one) piece of Carry-On Baggage, otherwise they must make the payment to enlarge their Carry-on Baggage Allowance for up to 15 (fifteen) kilograms or pay the amount corresponding to the Carry-On Baggage that was added, depending on the case. Consult our Internet Website for more information on the fees applicable.   
   
Infants do not have any Carry-on Baggage allowance. (This applies to all Fares and Combos). To be able to carry an additional Carry-on baggage to transport the Infant’s items, Viva Aerobus advises the purchase of the “Baby Package.”  
  
On flights which are full or near-full, at time of boarding, Viva Aerobus may withdraw all carry-ons that do not fit underneath the seats in front of passengers, to be checked, at no extra cost.  
  
To check Carry-on baggage, all valuables and/or medication needed by passengers must be removed. Moreover, as a receipt, a baggage claim ticket will be issued for the collection of baggage at the baggage claim at the final destination.

**12.8 Checked Baggage.**

All our Passengers shall be entitled to carry a Suitcase at up to 25 (twenty-five) kilograms, not exceeding 158 (one hundred fifty-eight) linear centimeters, free of charge, as part of their Checked Baggage under the Smart Fare available for all our Passengers.  
  
Passengers that would have chosen the Zero, Light or Light OTA Fares waive their right to carry 25 (twenty-five) kilograms of Checked Baggage in exchange for a discount Fare, pursuant to the information published on our Website at the following link [http://www.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos](https://web.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos). Therefore, the Passengers that would have chosen the Zero or Light Fares accept that if they fail to comply with the “Baggage conditions” (those "Baggage conditions" being understood as carrying with themselves only one Personal Item for the Zero Fare and one Personal Item and one Carry-on baggage for the Light Fare, according to the provisions in section 9.7 above), must purchase the extra baggage allowance required at the Airport, which may be from 15 (fifteen) and up to 32 (thirty-two) kilograms) by paying the corresponding Fee which is published on our Website at the following link [http://www.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos](https://web.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos).  
  
Whenever Passengers do not require or intend to carry any Checked Baggage, Viva Aerobus puts at their disposal Preferential Fares for those Passengers deciding to travel lightly, or without Checked Baggage, pursuant to the specifications set forth below:  
  
Zero, Light and Light OTA Fare:  Viva Aerobus grants a discounts to all Passengers that choose to travel lighter, without Checked Baggage. Passengers travelling with these Fares give up their Checked Baggage allowance in exchange for a discount.  
  
Extra Fare: For Passengers choosing the Extra Fare, Viva Aerobus grants a Fare discount for travelling with limited Checked Baggage, i.e., Passengers that have chosen this Fare may only check in one Case weighing up to 15 (fifteen) kilograms and measuring not more than a total of 158 (one hundred fifty-eight) centimeters along its three dimensions. Passengers that choose this Fare give up part of their Checked Baggage allowance in exchange for a discount.  
  
Smart Fare: Passengers choosing the Smart Fare may check-in a Baggage for up to 25 (fifteen) kilograms and 158 (one hundred fifty-eight) linear centimeters free of charge.  
  
Passengers choosing the Extra or Smart Combos that exceed the Checked Baggage Allowance as per the respective Fare or Combo selected, must pay the corresponding fees for excess baggage being limited to 32 (thirty-two) kilograms. Passengers may take further items of Checked Baggage weighing up to 32 (thirty-two) kilograms, paying the relevant fees. Excess Baggage and/or Checked Baggage Fees may be consulted on our Website at [http://www.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos.](https://www.vivaaerobus.com/mx/volar-con-viva/consulta-nuestros-cargos)Passengers younger than 2 (two) years old, are not subject to a Checked Baggage allowance.  
  
Where Passengers based on their own needs decide to reorganize and/or transfer items from one Suitcase to another during the checking-in process, they must abandon their place in the line to avoid obstructing the other Passengers, and they may subsequently get in the line once again, in order to comply with the applicable screening and speed up the checking-in process at the counters.  
  
Viva Aerobus does not accept Valuables in the Checked Baggage, therefore, Viva Aerobus shall not be held liable for the loss and/or damage to those Valuables.

## **13.0 Lost and/or Damaged Baggage**

Viva Aerobus does not allow Valuables in the Checked Baggage and therefore, it shall not be held liable for such kind of items in the Checked Baggage. Consequently, it shall be the Passengers’ decision to carry or not any Valuables in their Checked Baggage.  
  
Viva Aerobus shall be liable for the destruction, loss or damage to the Carry-ons while the Passenger is on board the Airplane and until deplaning if and only if the destruction, loss or damage proven was directly caused by acts or omissions of Viva Aerobus or its staff’s.  
  
In respect of Checked Baggage, Viva Aerobus shall be liable for any destruction, loss or damage for the time the Baggage is checked and until the moment Passengers collect their Baggage from the reclaim carousels at the destination Airport.  
  
In cases of loss and/or damage to Baggage, Viva Aerobus shall follow the provisions of the Civil Aviation Act, its Regulations and its Compensation Policies.

**13.1. Claiming Lost and/or Damaged Baggage:**

In case the Passenger’s Baggage has been destroyed, lost or damaged pursuant to the preceding item, the Passenger must complete the Property Irregularity Report which shall be provided by Viva Aerobus at its check-in counters, otherwise the Passenger shall forfeit any rights in connection with the Baggage destruction, loss or damage.  
  
Viva Aerobus shall not address any claims in connection with Baggage if not made by filing the Property Irregularity Report.

**14.0 Connecting Flights**

Connecting Flights are those that have at least 1 (one) stopover between the initial destination and the final destination of the Passenger. All the routes contained within the Reservation with Connecting Flights shall be understood to be operated by Viva Aerobus. If the Passenger contracts more than 2 (two) Routes in different Reservations to reach his/her final destination, it will not be considered as a Flight in Connection.  
  
The Passenger may make partial use of his Connection Flights as long as he notifies Viva Aerobus of such situation in accordance with the procedure established for such purpose in paragraph 14.2 of these Terms and Conditions.  
  
Viva Aerobus allows changes of name, route, time and date in the Connection Flights, subject to the provisions of paragraph 2.2. of these Terms and Conditions.  
  
Those Passengers traveling on Connecting Flights and whose destination is international must go to the Connection Center for validation of their documents prior to departure of their Connecting Flight.

**14.1 Interline Flights**

Viva Aerobus operates interline flights only with Aerovías Nacionales de Colombia, S.A. (“Avianca”) (“Interline Flights”). In those cases that the Passenger purchases an Interline Flight with Viva Aerobus and any of the segments of his/her Interline Flight Reservation is operated by Avianca, the Passenger recognizes that the responsibility for the provision of air transportation services shall be solely that of Avianca, who effectively provides the services.  
  
For those Passengers who purchase an Interline Flight with Avianca and any of the segments of his/her Reservation is operated by Viva Aerobus, Viva Aerobus will respect the original conditions, as well as the Additional Services that, if applicable, the Passenger have acquired when purchased his/her Interline Flight with Avianca. In the event that Viva Aerobus doesn’t have the same Additional Service as Avianca, Viva Aerobus will provide the Passenger with the Additional Service that most resembles the one that the Passenger purchased with Avianca. In this act, the Passenger releases Viva Aerobus from any liability in the event that the latter doesn’t have the exact same Additional Services as those purchased by the Passenger with Avianca, provided that Viva Aerobus offers another Additional Service to the Passenger.  
  
In those cases in which the Passenger purchases an Interline Flight with Viva Aerobus and any of the segments of his/her Interline Flights Reservation is operated by Avianca, Viva Aerobus will inform the Passenger about the Additional Services that, if applicable, only are are only available in the segment operated by Viva Aerobus, as well as the Additional Services that are available in any of the Interline Flights operated by both airlines.  
  
14.1.1. Emotional Support Animals and Service Animals in Interline Flights  
  
Those Passenger who requires to travel in the company of an Emotional Support Animal or Service Animal on board of an Interline Flight, must independently contact the airline in charge of providing the Service to notify the situation and receive the corresponding information to make the Interline Flight in the company of an Emotional Support Animal or Service Animal.  
  
For the segments of the Interline Flight operated by Viva Aerobus, the Passenger must comply with the requirements set forth in section 9 of these Terms and Conditions. Likewise, the Passenger releases Viva Aerobus from all liability in the event that Avianca doesn’t allow the transportation of Emotional Support Animals or Service Animals on Interline Flights operated by Avianca, as well as from any complaint, claim, lawsuit, et., derived from the transportation of Emotional Support Animals or Service Animals on Interline Flights operated by Avianca.

**14.2 Partial Use of the Reservation**

Passengers may have more than 1 (one) flight in the same Reservation in the name of the same Passenger, either because they are traveling on Connecting Flights, Interline Flights and/or the Reservation includes outbound and return flights.  
  
In those cases in which, for reasons attributable to the Passenger, he/she does not use 1 (one) or more of the routes indicated in his/her Reservation, the Passenger may use the rest of the routes included in the Reservation, provided that he/she notifies Viva Aerobus of such situation or, if applicable to Avianca just for Interline Flights operated by Avianca, by sending an e-mail to atencion.clientes@vivaaerobus.com within 24 (twenty-four) calendar hours following the scheduled departure time of the route of the Reservation that was not used or that he/she does not intend to use. For purposes of the foregoing, the Passenger must indicate in the body of the email, his/her reservation code and the route and/or routes he/she intends to use.  
  
It will be the Passenger's responsibility to arrive on time by his/her own means to board the flight or flights that he/she will use and that are part of his/her Reservation.

**14.3 Prohibitions on Connecting Flights and Interline Flights**

The following may not travel on Connecting Flights nor Interline Flights

* Minors unaccompanied by an Adult.
* Domestic Animals in the cargo area of the aircraft.

## **15.0 Baggage Restrictions**

In national flights Viva Aerobus allows the transportation of Perishables as Carry-ons provided the following is complied with:

* Perishables must be packaged vacuum sealed, dry or completely frozen in a leak-proof package, in a package free of liquids or gels.
* The package should be leak-proof and prevent odor emission.
* The package must also comply with the size and dimensions established for Carry-ons.
* The container must be made of rigid material and specially designed for the transportation of Perishables. See 9.7 Carry-on Baggage.
* No styrofoam coolers are allowed.
* If the products consist in liquids, gels and/or aerosols the provisions of Appendix C of the Mandatory Circular*CO SA-17.2/10*must be observed. Whenever the Perishable is transported in dry ice (carbon dioxide CO2 in solid state), the conditions described for the transport of the items mentioned in this section shall apply. It is only permitted in national flights, under no circumstance may be allowed in international flights.
* Concerning the Checked Baggage, the following are not allowed: Baggage heavier than 32 kilos, Perishables (seafood, cheese, etc.), valuables (money, jewels, negotiable instruments), fragile products (such as styrofoam coolers) and regarding international flights, those banned by the country of the Airport of origin/destination.

**15.1 Guidelines for transportation of LAGs.**

Passengers willing to transport LAGs must abide by the following guidelines:  
  
1) All LAGs must be kept in containers of a maximum volume of 100 (one hundred) milliliters each (or its equivalent volumetric measure for instance, fluid ounces). When the item’s reference is in mass units, 100 (one hundred) grams may be deemed to equal 100 (one hundred) milliliters (or its equivalent in other mass units).  
  
2) Containers with LAGs must be kept in resealable transparent plastic bags (no more than 1-liter in capacity, measuring 20.5x20.5 cm or 25x15cm or its equivalent). Containers must fit inside the bags comfortably.  
  
3) No LAGs in container exceeding 100 (one hundred) milliliters shall be allowed, not even if they are only partially full. No empty containers are allowed, regardless of their size.  
  
4) Only one bag of this type per passenger is allowed and it must be presented separately for inspection.  
  
All those LAGs failing to comply with these guidelines and/or the Airport of origin and/or destination guidelines, will be collected at the inspection points of each Airport before the flight departure.  
  
An exception may apply to Passengers with special medical or dietary needs (such as baby food) provided the Passenger proves that they are essential for health (or dietary) purposes, in other words, that in lack of them the Passenger’s health could be seriously compromised. To such end, the Passenger must submit a proof of authenticity (confirm that the name in the medicine’s label matches the one in the prescription). The requirement of keeping them inside a plastic bag does not apply to baby food on board the aircraft.  
  
Viva Aerobus does not allow the transport of perishables in the Checked Baggage.  
  
Transporting Perishables in international flights is not allowed.  
  
Passengers assume liability for the Perishables in their Carry-ons and for any damage or loss and/or any incident that could arise in connection therewith to the detriment of Viva Aerobus and/or any other Passenger and releases Viva Aerobus from any liability resulting thereunder.

## **16.0 Charges and Fees**

**16.1 Airport Improvement Fees (TUA) and the Security Fee**

“Viva Aerobus” will collect from each Passenger on behalf of the Airport acting as a tax collecting entity the TUA and the corresponding security fee, and the Passenger is bound to paying Viva Aerobus both charges before the flight departure.  
  
On domestic and international flights (departing from any airport within the Mexican Republic) Passengers may pay the TUA and security fees at the time of purchase of their Tickets, or in the case of the TUA, Passengers may ask to pay the relevant amount later on our website www.vivaaerobus.com, Callcenter, Viva stores, IAMSA or lastly, at Check-in on the day of their flight.  
  
Without exception, no passenger may check-in (either online or at counters), or board their flight without having paid the TUA in full.

**16.2 Fees, Taxes and Charges**

The fees, Taxes and Charges refer to the collection made by Viva Aerobus from the Passengers in addition to the Fare, including on an illustrative, non-limitative basis, such government charges, insurance premiums, Security Fees.  
  
Charges corresponding to the TUA are subject to changes and/or variations without prior notice at the corresponding Airports’ discretion.

**16.3 Taxes**

All the transactions referred to herein, including without limitation, the purchase and sale of Tickets for the air transportation, products and any other services offered by Viva Aerobus shall be subject to the taxes applicable pursuant to the provisions of the Federal Tax Code and any other laws applicable to fiscal matters within the Mexican Republic.

**16.3.2 Duties**

Prior to the scheduled departure of their flight, VIVA will charge the NRF (Non-Resident Fee) to all foreign Passengers entering and/or leaving Mexican territory by air who do not hold a valid temporary or permanent residency in Mexico. You can check the current NFR amount at: <https://www.gob.mx/inm/articulos/conoce-las-nuevas-tarifas-de-pagos-de-derechos-2023?idiom=es>Passengers must, without exception, pay the corresponding NRF amount before the scheduled departure of their flight. The payment can be made at the time of the Ticket purchase, either through our Website, Call Center, Viva Stores, IAMSA, or, as a last choice, at the Check-In Counters or final boarding gates of the corresponding departure Airport on the day of the flight.  
  
Passengers who purchased their Reservation through an OTA must pay the NRF directly to VIVA before boarding, in accordance with the previous paragraph. In cases where VIVA detects that a Passenger has not made the corresponding NRF payment, VIVA is authorized to request payment before boarding. If payment is not made, VIVA may, without any liability, deny boarding to those Passengers who fail to pay the applicable NRF. Foreign Passengers who fall under the exemptions set forth in Article 11 of the Federal Law of Duties are not required to pay the NRF.

**16.4 Viva Fan Membership Fee**

Passengers who wish to obtain a Viva Fan Membership may do so by paying the corresponding membership fee, which can be found at:https://www.vivaaerobus.com/en-us/add-ons/fees-and-charges. If members wish to request an invoice for their Viva Fan Membership purchase, they must enter to <https://www.vivaaerobus.com/es-mx/membresia/vivafan/>, log in and enter their tax information in accordance with the provisions set forth in Section 25.8 of these Terms and Conditions.

**16.5 Guest User Fee**

Users who purchase a new Reservation on the Website as a guest or without logging in, must pay a guest user fee of $50.00 MXN (Fifty pesos 00/100), regardless of the number of Passengers on the Reservation or whether the flight is one-way, round-trip, or includes a Connection.Users who register or log in before purchasing a new Reservation on the Website will receive a discount on the guest user fee. The discount amount is determined at the sole discretion of VIVA.Registered or logged-in users in the Website will be automatically enrolled in Doters Loyalty Program, where they can Accumulate Doters Points to use toward the purchase of services offered by VIVA. Users must confirm their enrollment through a confirmation email. Review the General Doters Terms and Conditions at: <https://www.doters.com/legal/tyc>For more information on how VIVA and Doters handle Personal Data, consult their respective Privacy Notices, for VIVA in <https://www.vivaaerobus.com/en-us/legal/privacy-notice> for Doters in <https://www.doters.com/legal/privacidad>

**16.6 Freeze Your Fare**

16.6.1 Use  
  
Users who want to use the Freeze Your Fare service must visit any Viva Airport Store at least four (4) calendar days before the departure date of the flight they want to freeze the Fare. Once the user provides the necessary details to generate the Reservation (name, date of birth, gender, phone number, and email) and before the Reservation Code is issued, they must pay the corresponding fee for each Passenger they wish to include in the Reservation. The applicable fee can be found at <https://www.vivaaerobus.com/en-us/add-ons/fees-and-charges> (the “Deposit”).  
  
Once the Deposit is paid the Passenger will receive a Reservation Code, and the Base Fare, TUA, and Additional Services will be secured. If the user wants to purchase any other products and/or services not mentioned here, they must acquire them after paying 100% of the Reservation.  
  
The Deposit is non-refundable.  
  
Once the Reservation Code is generated, the user must pay the total amount of the Reservation, within the period specified in section 16.6.2. If the payment is not completed within the timeframe, the Deposit will be lost, and the Reservation will be automatically canceled. By using Freeze Your Fare, the user expressly releases Viva Aerobus from any liability related to the provisions set forth herein.  
  
Viva Aerobus will discount the Deposit paid from the total amount due for the Reservation.  
  
16.6.2 Payment Management and Deadlines  
  
The Deposit can be paid with cash, credit, or debit cards at any Viva Airport Stores. When using the Freeze Your Fare service, the user will receive the travel Itinerary, which will also be emailed. The user has three (3) business days to complete the Reservation payment at any Viva Airport Stores. If payment is not made within this period, the Deposit will be lost, and the Reservation will be canceled without any liability for Viva Aerobus.  
  
For this section, business days will be the days Viva Airport Stores provide service to the public. Check Viva Airport Stores' service hours at <https://www.vivaaerobus.com/en-us/info/about-us/where-to-buy>.  
  
Once Viva Aerobus receives the Deposit, the Passenger will receive their Itinerary, which will include a breakdown of all relevant Reservation details, including the Base Fare, TUA, Additional Services (if applicable), and the amount paid as Deposit (the "Itinerary"). The Itinerary will also be emailed to the Passenger.  
  
Users who use the Freeze Your Fare service and want to settle their Reservation must visit Viva Airport Stores with their Reservation Code and the last name of one of the Passengers included in the Reservation.  
  
Users may also settle their Reservation at OXXO stores; however, the payment deadline is reduced to three (3) business days, starting from the date the Itinerary is received by the user at their registered email. The payment at OXXO stores must be made within the store’s business hours in cash only. Additionally, OXXO may charge a transaction fee, which will be determined solely by OXXO.  
  
When using Freeze Your Fare, the TUA must be paid in one installment and can not be postponed.  
  
Once the Reservation is completely paid, the Reservation confirmation will be sent to the email provided by the user, at the time the Deposit was made.  
  
16.6.3 Payments in Foreign Currency  
  
Cash payments at Viva Airport Stores can be made in Pesos (MXN), the official currency of the United Mexican States.  
  
If payment will be in U.S. Dollars, legal currency in the United States of America, the user must pay only in the Viva Airport Stores listed below:  
  
Location:

* Cancun Airport
* Mexico City Airport
* Ciudad Juarez Airport
* Bajio Airport
* Felipe Angeles Airport
* Guadalajara Airport
* Merida Airport

## **17.0 Viva Play**

**17.1 General**

Viva Play is an onboard entertainment platform available on select VIVA aircraft. Through Viva Play Passengers can enjoy movies, TV series, music, games and magazines, among others (“The Content”).  
  
Viva Play service has two content types: a) the free one that allow the Passenger limited access to trailers, or movie previews, series, music, games and magazines (“Free Content”), and b) premium content, that allows the Passenger full access to all available entertainment in according to the present Terms and Conditions (“Premium Content”).  
  
Premium Content can be purchased:  
i) During Reservation purchase process on our Website https://www.vivaaerobus.com/en-us/  
ii) In the “My Booking” section, for flights previously purchased or  
iii) Onboard by purchasing a pre-activated code card.  
  
17.1.1 Accessing Premium Content  
  
To access Premium Content, Passengers must:  
  
a) Enable “Airplane Mode” on their personal device (such as mobile phones, tablets or laptops)  
  
b) Connect to the Viva Play Wi-Fi network once the aircraft reaches 10,000 feet  
  
c) Go to https://www.vivaaerobus.com/en-us/add-ons/viva-play on their browser, on their personal device.  
  
d) Enter the access code received via email or from the purchased code card  
  
Reservations purchased under Combo Smart after July 1st, 2021, include a free access code for Premium Content.  
  
These Passengers will receive their access code prior to the departure of their flight at the email address provided at the time of booking their Reservation, provided that the Reservation was made under the Smart Fare or Smart Combo at least 1 (one) hour before the scheduled departure time of the flight. As this is a benefit granted free of charge, the Passenger agrees that Premium Content may not be available and therefore releases VIVA from any liability related to the Viva Play service.  
  
Any Reservation under the Smart Fare or Smart Combo purchased before July 1st, 2021, will not include the Viva Play service free of charge; however, the service may be purchased in accordance with the terms outlined above.  
  
17.1.2 Viva Play Service Provision  
  
The Viva Play service is managed by International Airmedia Group, S. de R.L. de C.V. this means that VIVA is not responsible for its service, access, use and audiovisual content transmission . Complaints and/or claim related with Viva Play service should be directed to International Airmedia Group, S. de R.L. de C.V. via email at: soportevivaplay@planetife.com  
  
Viva Play availability may vary per aircraft.  
  
The Viva Play service will be available only on some aircrafts of VIVA, so receiving an access code does not guarantee the Viva Play service availability onboard.  
  
VIVA shall not be held responsible in the event that emails sent to the Passenger containing an access code for the Viva Play service are redirected to spam folders, or if the Passenger, at the time of booking their Reservation, provided an incorrect email address, or does not have access to their email or the code due to lack of data and/or internet service and/or any other reason, or if the Passenger forgets the code at the time of their flight and/or for any other reason beyond the control of VIVA.  
  
For any questions related to the receipt of Viva Play access codes, the Passenger may contact our Call Center directly at 81 8215 0150 or by sending an email to atencion.clientes@vivaaerobus.com and/or through the official VIVA social media channels.  
  
Viva Play access codes will be valid for only 1 (one) electronic device, regardless of whether the Reservation includes more than one Passenger. Once the code has been redeemed on the Viva Play platform, it cannot be transferred to another device. VIVA recommends that the electronic device used has sufficient battery life or that the Passenger brings backup batteries to enjoy Viva Play Content throughout the flight.  
  
The Viva Play platform supports most operating systems and web browsers; however, there may be some electronic devices that do not meet the minimum requirements to establish a wireless connection and/or correctly stream the content. VIVA does not guarantee uninterrupted playback of the Viva Play service.  
  
Minimum requirements to access the Viva Play platform are:  
Operating System: Android version 4.4 or higher or iOS version 9 or higher (except 10.1.1 and 10.1.2). Web Browser: Safari version 9 or higher or Google Chrome version 75.0.3770.40 or higher  
  
The Viva Play service does not provide an internet connection; it only grants access to streaming audiovisual content through electronic devices such as mobile phones, tablets, or laptops.  
  
We recommend the use of headphones or earphones to enjoy the Viva Play service and avoid disturbing other Passengers. VIVA reserves the right to revoke access to Viva Play content for any Passenger who uses excessive volume on their electronic devices.  
  
At certain times during the flight (takeoff, landing, or for safety reasons), the aircraft crew may request that some and/or all electronic devices using the Viva Play service be turned off, and the Passenger hereby agrees to comply with all crew instructions.

## **18. Flex Pass**

**18.1 Reservations Including Flex Pass**

Flex Pass is an additional benefit randomly granted by VIVA to some of its Passengers at no extra cost. This benefit depends on the origin Airport included in the Reservation. Flex Pass is subject to Seat availability on the immediate prior flight to the originally scheduled one that the Passenger wishes to take. Flex Pass is subject to the provisions of these Terms and Conditions.  
  
To find out if a Reservation has the "Flex Pass" option enabled, the Passenger must enter to the “My Booking” section on VIVA Website or mobile application and enter their Reservation code and first surname. In cases where this benefit is not included, the Passenger will not be able to use the Flex Pass.  
  
Flex Pass allows unlimited changes per Reservation, regardless of the number of tickets included in it. Any change made using Flex Pass will apply to all Passengers included in the same Reservation. If an individual change is desired within a Reservation that includes multiple Passengers, the Passenger who wishes to use Flex Pass must contact the Call Center or physically visit a Viva Store location to make the flight or origin Airport change.  
  
Passengers will not be able to use Flex Pass in the following cases: i) if the Passenger has already Checked Baggage, ii) if the Flex Pass has expired in accordance with these Terms and Conditions, and iii) if the benefit does not appear as enabled in the Passenger’s Reservation via the “My Booking” section on the Website or mobile app of VIVA.  
  
Flex Pass is subject to availability. VIVA reserves the right to deny the application for the Flex Pass benefit at any time in cases of untimely requests and/or due to lack of availability on the new flight the Passenger wishes to board, among others.

**18.2 Flight Change**

Flex Pass allows the Passenger to take an earlier flight, meaning the Passenger may travel on the immediate prior flight without having to pay any additional fees, penalties, or Fare differences, provided that the new flight the Passenger wishes to board is on the same Route as indicated in the original Reservation and that Seats are available on the new flight.  
  
Flex Pass is only available on Routes with origin and destination at any of the following airports: i) Mexico City International Airport, ii) Felipe Ángeles International Airport, iii) Toluca International Airport, iv) Monterrey International Airport, v) Cancún International Airport, vi) Guadalajara International Airport, vii) Tijuana International Airport, and viii) Mérida International Airport.  
  
Therefore, if the Passenger’s flight does not have both origin and destination at any of the aforementioned Airports, the Passenger will not be able to use the Flex Pass.

**18.3 Airport Change**

With Flex Pass, Passengers may change the origin Airport indicated in their Reservation to a different origin Airport, as long as the destination Airport remains the same as indicated in their Reservation. Flex Pass only applies to changes between the following origin Airports: i) Mexico City International Airport, ii) Felipe Ángeles International Airport, or iii) Toluca International Airport.  
  
If the Passenger decides to change the originally selected origin Airport in their Reservation and the Airport Use Fee (TUA) of the new Airport is higher than that of the originally selected Airport, the Passenger must pay the TUA difference through our Website in the “My Booking” section at the time of requesting the change. The Passenger will not be allowed to board the new flight if the TUA has not been duly paid.

**18.4 Use of the Flex Pass**

Flex Pass is automatically activated 12 (twelve) hours prior to the scheduled departure of the flight. Therefore, Passengers may use Flex Pass only through the Website <https://www.vivaaerobus.com/en-us/> in the "My Booking" section and exclusively within the following timeframes:

* Between a maximum of 11 (eleven) hours and minimum 2 (two) hours prior to the scheduled departure time of their original flight.
* At least 1 (one) hour before the scheduled departure time of the new flight the Passenger wishes to board.

If the original flight is scheduled between 00:00 (cero) hours and 03:00 (three) hours, the Passenger will be allowed to select a flight from the previous day, provided that the scheduled departure time of that flight is after 15:00 (fifteen) hours, based on Mexico City local time.Once the timeframes mentioned above have passed, the Passenger will no longer be able to use Flex Pass, as it will no longer be valid.

## **19.0 Boarding policies**

**19.1 General provisions**

In view of the “new normal” and the measures established by the competent Mexican authorities, it shall be necessary to devise a new boarding procedure to safeguard the health and safety of our Passengers. It is important that our Passengers remain attentive to notifications issued by Viva Aerobus staff in the various Airports at which Viva Aerobus operates. The order of boarding shall depend on the facilities available at each Airport, each one being potentially different. Passengers must maintain order during the whole boarding procedure. Passengers must behave orderly throughout the entire boarding process.   
  
A boarding zone will be assigned according to the following:

* If the Passenger requested special assistance in his/her Reservation.
* The Seat selected by the Passenger or assigned by Viva Aerobus.
* Level of the Doters Member.
* Payment with HSBC VIVA Credit Cards.
* Fare purchased by the Passenger. Those Passengers who purchase the Zero Fare will be assigned to boarding zone number 7, except for the above mentioned considerations.  
    
    
  The boarding order will begin with the Disabled Passengers and/or with Reduced Mobility, then after with the Passengers holding a VIP Priority, followed by Passengers in the intermediate zone and ending with the boarding of Passengers who have purchased Fare Zero. The order of the boarding zones may vary depending on the facilities of each Airport. Viva Aerobus recommends all its passengers to pay careful attention to the announces given by the traffic staff prior to boarding.   
    
  Boarding will close 20 (twenty) minutes before the flight’s scheduled departure time. Passengers arriving at the boarding gate after such time may not board and will miss their flight without any liability whatsoever for Viva Aerobus. Viva Aerobus shall not be liable for any Passengers missing their opportunity to board the plane due to their late arrival.  
    
  Once on the plane, each Passenger may look for his/her previously assigned Seat and occupy it.  
    
  Passengers acquiring a VIP Pass under the section of additional benefits of our Website, through the Call Center or at the Viva Stores shall have priority to board first following the boarding of Passengers with Disabilities and/or Reduced Mobility, regardless of their Seat number.  
    
  Passengers who are Viva Fan Members and who have been previously enrolled on the Smile&Fly program, may board without showing their Official ID, only having to place their face in front of the Facial Recognition devices located at the departure lounges of the Airports where the Smile&Fly program is available.  
    
  Viva Aerobus shall assign a Seat randomly and free of charge to all Passengers. Should a passenger wish to change the Seat assigned during the purchase process, he/she may do so based on the availability through any of the Sales Channels up to 4 (four) hours before the flight’s departure by paying the fee for Seat change, consultable at: <https://www.vivaaerobus.com/en-us/add-ons/fees-and-charges>. Seat changes may be executed at our Check-in counters provided such changes fall within the same category.  
    
  The digital Boarding pass or that printed at the check-in counters shall be selected under the section “Seat” with the number of Seat chosen at the time of purchase.  
    
  Important Remark: The Passengers executing the purchase of the Ticket through IAMSA or any OTA (External agencies) shall be assigned a random Seat without cost, however they may change their Seat under the section My Booking on our Website through the payment of a fee for Seat change.

**19.2 Passengers’ behavior**

19.2.1 Behavior on board the Aircraft  
  
The Captain of each of Viva Aerobus Aircraft is at all times responsible for the aircraft and all persons on board must follow the Captain’s directions.  
  
Viva Aerobus Captains may at their own discretion impose to such Passengers having inadequate behavior or causing trouble during the flight, on an illustrative, non-limitative basis, physical restraint such as ordering the offloading of the Passenger or for him/her to be delivered to the security staff and the ground officers without any liability for Viva Aerobus and/or the Captain.  
  
Such Passengers that due to their inadequate behavior cause any damage and/or detriment to Viva Aerobus, to him/herself, or to any other Passengers, shall be liable for such damages and must indemnify Viva Aerobus for and against whatever expense, cost, disbursement that Viva Aerobus would have had to pay as a result of his/her acts including those deriving from claims or complaints filed against Viva Aerobus.  
  
19.2.2 Passengers surrendering their reservations  
  
In the event of the issuance of Tickets above the aircraft’s capacity, Viva Aerobus shall call for volunteers to give up their seats on the relevant flight, those who do will be entitled to compensation pursuant to Viva Aerobus Compensation Policies in compliance with the Civil Aviation Law.

**19.3 Denied Boarding**

Viva Aerobus may deny boarding on a flight without any liability to such Passengers that:  
  
i. Pursuant to the applicable legislation may endanger or represent a risk or, whose carriage or that of their Baggage and/or belongings is forbidden or restricted by the applicable legal provisions.  
  
ii. Would have had an inadequate behavior on previous flights.  
  
iii. Refuse to be screened and/or their Baggage by Viva Aerobus or the Aiport’s security staff .iv. Had not paid each and every of the Fares and/or fees applicable, including those credits granted by Viva Aerobus.  
  
v. Do not present an Official Identification or when presenting it, it is found to be falsified, mutilated and/or altered.  
  
vi. Do not have a proof of payment or Reservation code or when such have been reported as lost or stolen, or if they are falsified, altered or mutilated.  
  
vii. Fail to comply with all the requirements demanded by the Immigration and Customs authorities of the country of destination. Such requirements refer on an illustrative, non-limitative basis to:

1. Valid Passport (regardless of the nationality)
2. Valid Visa (For non-American citizens willing to enter the USA and for non-Mexicans willing to enter Mexico)
3. Round ticket (Citizens willing to travel to USA who are not American citizens)
4. An address in the USA (Citizens willing to travel to USA who are not American citizens)

It is the Passenger’s responsibility to have all the documents required by the country of destination they are willing to travel to, for which they release Viva Aerobus from any liability deriving from lack thereof.

viii. Those listed in clause 11.2 who show up directly at the last departure lounge without having undergone the check-in process at the check-in counters.

## **20.0 Safety in our flights**

Viva Aerobus reserves the right, at its entire discretion, to deny boarding on a flight to any person that could represent an actual or potential danger to the safety of the aircraft and/or the other Passengers such as:

* Convicts
* Drunk persons
* Persons under the effect of psychotropics (except for medicines prescribed by a physician and after due notification to Viva Aerobus staff when checking-in).
* Persons wanted by national and international authorities.

In such cases Viva Aerobus shall notify the relevant Passenger of its decision to deny boarding and the reasons therefor. Consequently, it shall draft a report describing the situation and the reasons giving rise to the denied boarding, as well as the measures, if any, to be taken to avoid affecting or undermining the passenger’s rights, as further detailed below.

The measures to safeguard the Passenger’s rights may consist in the issuance of a Flight Certificate, or as a last resort, if admissible and to Viva Aerobus discretion, refund the Passenger after due analysis of the situation.

Regarding persons under the effect of a psychotropic or alcoholic substance or any other substance affecting the Passenger’s conduct (save for the case of medicines and after the exhibition of the prescription issued by a physician and prior notice thereof to Viva Aerobus staff when checking-in), Viva Aerobus shall not be responsible for refunding any fees or amounts paid, since the Passenger is presumed to be solely responsible for his/her physical and psychological condition when boarding the flight.

Concerning the persons wanted by national and international authorities, notice shall be given to the corresponding authorities or, as applicable, the persons shall be formally delivered to the corresponding authorities.

Such kind of measures in no case shall be adopted with the purpose of depriving from or undermining the rights and liberties, or the equality of all persons or to affect their dignity and they only seek to preserve the other Passengers’ safety in order to ensure a peaceful and faultless flight.

**20.1 Non-smoking Policy.**

Viva Aerobus informs the Passengers that smoking is not allowed in any of the aircraft owned by Viva Aerobus. Such Passengers caught smoking on board the aircraft will be subject to the sanctions and penalties prescribed by the legislation in force.  
  
The use of electronic cigarettes or vaporizers on board the aircraft is also not allowed.

## **21.0 Limitation of liabilities**

**21.1 Passengers**

In the event of a claim for damages to the Passengers on board the aircraft, Viva Aerobus shall be liable pursuant to the guidelines established in the provisions of the applicable Laws to such matter.Viva Aerobus shall be exempted from any liability whatsoever in the following cases:

* Damages suffered by Passengers due to their own fault or negligence.
* Damages caused for defects, hidden defects of the Baggage or the use of inappropriate containers
* When the Baggage due to its own nature or contents suffers damages.
* If the Baggage was delivered on time.
* When the goods transported were damaged by the Passenger him/herself from the outset.
* Whenever the Passenger’s statement is false or if he/she lies regarding the existence of Valuables, the quality and/or amount of the goods contained in his/her Baggage.

## **22.0 Prohibited items**

### **Prohibited items or substances or which are not subject to transportation**

#### **\*\*Objects capable or seemingly capable of causing injury by discharging a projectile**

#### **\*Sharp or puncturing objects, capable of causing a wound**

#### **\*Electronic Devices**

#### **\*\*Explosives**

#### **\*\*Chemical and/or toxic substances**

#### **\*\* Gas and any type of gas container**

#### **\*\*Flammable liquids**

#### **\*\*Oxides and organic peroxides**

#### **\*Stretchers**

#### **\*Electronic cigarettes**

#### **Use of cell phones**

\*These items may be carried as Checked Baggage, as long as they be declared and documented and presented in a suitable container and/or be well packaged.If not, and such undeclared items are detected in X ray machines, the baggage may be held up by the competent authorities, or by Airport security staff. Viva Aerobus shall not be liable for any delay in returning, or even the confiscation of said items, by authorities.  
  
\*\* These items may NOT be carried on any Viva Aerobus aircraft, under any circumstance.  
  
\*\*\* These items require a special permit or license issued by the competent authority in order to be carried and transported. They may be carried as D.I. as long as they be declared at check-in and presented in a suitable container and/or be well packaged. If not, and such undeclared items are detected in X ray machines, the baggage will be held up by the competent authorities, or by Airport security staff. Viva Aerobus shall not be liable for any delay in returning, or even the confiscation of said items, by authorities.

**22.1 Transportation of D.I.**

D.I. and/or Firearms may only be carried as Checked Baggage in aircraft cargo holds, when the transportation thereof has been previously authorized (if applicable) by the Ministry of National Defense, and any other competent authority at the Airport of origin.

**22.2 Guidelines and restrictions for checking in D.I., particularly Firearms**

Passengers who wish to carry some D.I. that is not in the Firearm category must go to check-in at least 2 (two) hours before scheduled departure in the case of domestic flights, to check in said D.I.

Passengers who wish to carry some D.I. in the Firearm category, must go to check-in at least 2 (two) hours before scheduled departure in the case of domestic flights and must have all necessary documentation, such as a Firearm carry permit issued by the Ministry of National Defense, which are necessary for carrying out the relevant formalities and registrations with the competent authorities at the Airport of origin, as well as with the airline.

In cases in which Passengers wish to carry Firearms and/or their ammunition for hunting or sporting purposes, the Passenger shall also have to present the corresponding hunting permit and the type of ammunition to be used and a permit for travelling with them.

Acceptance of Firearms and/or sporting weapons is subject to the checks and registrations that are demanded by the corresponding authorities in the Airport of origin, who are the ones responsible for authorizing the transportation thereof.

It must be remembered that Firearms and/or ammunition, together with their case(s) must not exceed the following weights:

| **Item** | **Maximum weight in Kg** |
| --- | --- |
| Handgun | 1 |
| Handgun with clip and ammunition | 1.5 |
| Rifle/shotgun | 4 |
| Rifle/shotgun with clip and ammunition | 10 |

Under no circumstances shall Viva Aerobus agree to carry D.I. in the passenger cabin or cockpit, nor as Checked Baggage, without proper cases or packaging.

The transportation of Firearms shall be limited to a maximum of 10 (ten) Firearms per flight or, alternatively, up to a total weight of 25 (twenty-five) kg of Firearms and ammunition per flight.

The transportation of D.I. may only be undertaken to and from the following Airports, on direct flights.

| **Airports that apply for transport of Firearms** | | | |
| --- | --- | --- | --- |
| Hermosillo | Culiacan | Tampico | Guadalajara |
| Chihuahua | San Jose del Cabo | Reynosa | Mexico City (MEX) |
| Villahermosa | Mazatlan | Tijuana | Ciudad Juarez |
| Monterrey | Cancun | Veracruz | Ciudad Obregon |
| Mexico City (NLU) | Acapulco | Merida | Morelia |

**22.3 Guidelines and restrictions for checking in ammunition**

Passengers wishing to transport ammunition must follow the same check-in and handling procedure for Firearms and may only carry a maximum of 5kg (11lb) per Passenger, up to 25kg per flight, which must be packed in a secure way, i.e. must be in their original packaging, within fiberglass, wooden or metal cases, or any other packaging designed specifically for this purpose.  
  
Transportation of ammunition is limited to a maximum of five cases per flight and shall be subject to the same weight limit of 25kg per flight.

**22.4 Transportation of Firearms and/or ammunition on connecting flights**

Viva Aerobus shall only allow check-in of Firearms and/or ammunition on connecting flights as long as the stopover time is of at least three hours for domestic flights, since the Passenger must collect the D.I. and/or ammunitions at the stopover Airport and must go through the registration and check-in formalities again, and obtain authorization from the corresponding authorities.

**22.5 Service charges**

Transportation services for D.I. and/or ammunition, may be obtained at our Website, points of sale or Call Center, up to 4 (four) hours before a flight’s departure time, or at check-in counters within Airports, up to two hours before the scheduled departure time, in the case of domestic flights.  
  
The charge for carrying D.I. applies to each sector of the flight and for each item of D.I. and/or ammunition being carried. In the event that the weight of the D.I. and/or ammunition is greater than the allowed limit and only if permitted by the capacity of the flight and the policies established in points 22.2 and 22.3, a second service charge shall be charged without exception.

## **23.0 Land connections authorized by Viva Aerobus**

The Passengers who have purchased the ground transportation services, such as taxi service (private or collective), “Shuttle”, or city – Airport – city connection (Viva Bus), and/or ground transportation by bus between cities; must deliver the proof of purchase of the service (ticket) and of the payment thereof, which is issued at the completion of the purchase

**23.1 City-Airport-City connection (Viva Bus)**

The Viva Bus Connection tickets are valid only for the date, origin and destination indicated on the ticket, for which no changes shall proceed, nor any refund requests for the case that they have been paid and the purchaser has failed to enforce them pursuant to the specifications provided in each ticket. The Viva Bus service operates according to previously determined itineraries and routes and in the units specifically assigned to such purpose. The Viva Bus service user must show up in advance to timely board the units providing the service. Departures from the points in the city to the Airports take place two and half hours (2:30) in advance to Viva Aerobus flight’s scheduled departure time. Departures of the Viva Bus from the Airport are made once the arrival of the Viva Aerobus flights has terminated and as soon as the users that have hired the Viva Bus services have provided proof thereof and boarded the unit assigned to such effect. The Viva Bus Shuttle is offered to the passengers as a complementary service of the air transport operated by Viva Aerobus and applies only for the pre-established routes. It is subject to the availability of the service or space, without any liability arising for Viva Aerobus or for the company providing the Viva Bus service.

**23.2 City to City Ground Transportation**

Bus tickets between 2 different cities are only for the indicated dates, times, origins and destinations and the services will be operated by the corresponding company, same company that is indicated on the obverse of the tickets and which is independent of Viva Aerobus. Passengers must show up 35 (thirty-five) minutes before departure to check-in their Baggage and be 20 (twenty) minutes before departure at the point of departure, waiting lounge and/or corresponding platform for boarding the unit. The 50% (fifty percent) discount on the price of the bus ticket is valid only for Viva Aerobus Passengers who present a valid Boarding Pass for not more than twenty-four hours before their flight’s departure time or as applicable, not more after the flight’s arrival time if they have already took the flight and only for the routes and/or the previously determined companies (to consult participating companies and details, visit the following Internet site: [https://www.vivaaerobus.com/mx/promociones/viaja-ahorrando](https://web.vivaaerobus.com/mx/promociones/viaja-ahorrando)). Service is subject to the availability of the service or occupancy, without liability for the company providing the ground transportation services and/or Viva Aerobus. These services are subject to the Terms and Conditions of the ticket issued by the supplier company, which may be consulted at any of their ticket offices.

**23.3 Taxi Service**

Taxi services offered through Viva Aerobus are subject to availability, are provided by companies independent from Viva Aerobus and subject to the terms and conditions established by the supplier company. To use the taxi service, the service should have been purchased previously through any of Viva Aerobus Sales Channels. Once the taxi service purchased, a representative of the supplier company shall be waiting for the Passengers with a paid ticket at the arrival time of Viva Aerobus flight to drive them to their final destination. The proof of payment is the ticket issued upon payment. The fares published by Viva Aerobus both for the collective and private services are per person and per ride. Viva Aerobus shall not be liable for the refusal by the supplier to provide the service in case the Passenger has not paid the corresponding fee per person and for the ride requested. To make a reservation for the City-Airport transportation service, once the payment has been made, user must call to the telephone number given by the taxi supplier company to book the service with at least 24 (twenty-four) hours before the time on which such service is required.

## **24. Guarantees**

**24.1 VivaContesta Guarantee**

The VivaContesta Guarantee consists in ensuring our clients that we will reply back to them within 72 (seventy-two) business hours, through any of our official digital channels, whether Facebook, Twitter or the Clients Service Portal, for more information on its terms and conditions go to the following link [https://www.vivaaerobus.com/mx/volar-con-viva/garantia-viva-contesta](https://web.vivaaerobus.com/mx/volar-con-viva/garantia-viva-contesta)

## **25.0 Viva Fan Membership**

**25.1 Perks of acquiring Viva Fan Membership**

The Viva Fan Membership awards the Viva Fan the following perks (the “Perks”): a discount over the Fare or Combo selected, which can be up to $200.00 MXN (Two hundred Mexican pesos and zero cents) per sector on domestic flights and up to USD $10.00 (ten US dollars and zero cents legal tender of the United States of America) on international flights when the Viva Fan selects Combo Smart or Combo Light. The amount of discount granted shall depend on the routes chosen and could vary according to route, and in some cases no discount may be offered at all.  
  
Furthermore, when selecting; Smart Combo grants an additional 7 (seven) Kilograms of Checked Baggage. Viva Fans are required to select this Perk when making a Reservation, which is free of charge when making a Reservation through one's Viva Fan profile. In addition, the Viva Fan shall have access to the Smile&Fly Facial Recognition, which shall be subject to the terms and conditions of said service, which may be consulted at: <https://www.vivaaerobus.com/en-us/legal/terms-and-conditions>Viva Fan Membership does not bestow any discounts for the Zero Fare.  
  
To get access to the above Perks, Viva Fans must correctly enter their user name and password on the Website, which were provided to them at the time of their initial registration at the Website <https://www.vivaaerobus.com/en-us/>. If a Viva Fan forgets their user name and/or password, they must follow the instructions shown on the Website <https://www.vivaaerobus.com/en-us/> in order to generate a new user name and/or password.  
  
To qualify for Viva Fan Membership Perks mentioned herein, the Viva Fan must make all purchases on our Website. No extra perks than those granted by Viva Fan Membership can be added to existing Reservations or made before taking out Viva Fan Membership and/or made anywhere other than on the Website <https://www.vivaaerobus.com/en-us/>Special fares shall be subject to Seat availability on each flight and only on the days listed in the details of the actual promotion. Reservations made using Viva Fan Membership do not allow name changes.

**25.2 Acquisition and Validity of Viva Fan Membership**

Any modality of our Viva Fan Membership, whether the annual or monthly Viva Fan Solo Traveler Membership or Viva Fan Accompanied Traveler Membership; may be purchased on our Website <https://www.vivaaerobus.com/en-us/> or by adding it as an extra perk during the process of purchasing a Reservation, with the payment of the corresponding Fee, which may be consulted at <https://www.vivaaerobus.com/es-mx/membresia/vivafan>. Viva Fan Membership can be purchased with a one-time annual payment or with monthly recurring payments. Viva Fan Membership may not be purchased using one's Viva Cash balance or Doters Points, however any Viva Fans that already have Viva Fan Membership may pay for their Reservations using Viva Cash or Doters Points.  
  
Should a Viva Fan pay for a Reservation using Doters Points, regardless of whether they have Viva Fan Solo Traveler Membership, or Viva Fan Accompanied Traveler Membership, they understand that neither they nor their beneficiaries shall have a right to any type of discount for the selected Reservation. In such cases, only the Viva Fan shall qualify for the additional Checked Baggage of the Smart Fare.

**25.3 Viva Fan Solo Traveler Membership**

The Viva Fan has to pay the cost of Viva Fan Membership, which may be consulted at <https://www.vivaaerobus.com/es-mx/membresia/vivafan/>. Viva Fan Membership is personal and non-transferable, and therefore may only be used to buy plane tickets in the name of the Viva Fan or their beneficiaries, in the case of holding Viva Fan Accompanied Traveler Membership.

**25.4 Viva Fan Accompanied Traveler Membership**

The Viva Fan has to pay the fee for Viva Fan Accompanied Traveler Membership, which may be consulted at<https://www.vivaaerobus.com/es-mx/membresia/vivafan/>. Viva Fan Accompanied Traveler Membership allows up to a maximum of 8 (eight) beneficiaries which must be added at the time of purchasing Viva Fan Membership, or during the first 3 (three) months of subscription.  
  
When purchasing Viva Fan Accompanied Traveler Membership, the Viva Fan may, at the time of purchasing the Viva Fan Accompanied Traveler Membership, or during the first 3 (three) months of subscription, add up to 8 (eight) beneficiaries, which will require the payment of the appropriate charge for each of the beneficiaries, which the Viva Fan may see when registering beneficiaries. Said charge must be paid for by the Viva Fan using the same payment method selected by the Viva Fan when paying for their Viva Fan Accompanied Traveler Membership.   
  
Once said term has expired, the Viva Fan may not add beneficiaries. A Viva Fan may only change their beneficiaries during the first 3 (three) months following the date of purchase or renewal of their Viva Fan Accompanied Traveler Membership, for which they must have the automatic renewal option activated. A Viva Fan may de-activate automatic renewal of Viva Fan Accompanied Traveler Membership at the end of the applicable mandatory contract period.  
  
Except for the provisions of the next paragraph, additional beneficiaries in a Viva Fan Accompanied Traveler Membership may only take advantage of the additional discount, which may be up to $200.00 MXN (two hundred Mexican pesos and zero cents) per sector on domestic flights and up to USD $10.00 (ten dollars legal tender of the United States of America) on international flights. The amount of additional discount shall depend on the route chosen, in some cases there being no discount at all. The validity of Viva Fan Accompanied Traveler Membership shall be the same for beneficiaries as for the Viva Fan, the beneficiaries may enjoy of the perks once the Viva Fan registers them as beneficiaries.  
  
When a Viva Fan Accompanied Traveler Membership expires, it shall renew automatically. A Viva Fan may only cancel automatic renewal directly on their profile, upon accessing their dashboard in the “Subscription” section of the user dashboard.  
  
Beneficiaries of Viva Fan Accompanied Traveler Membership shall not be eligible for 5 (five) kilograms extra Carry-on Baggage, nor for 7 (seven) kilograms extra Checked Baggage, nor shall they have access to Smile&Fly. These Perks may only be enjoyed by Viva Fan Accompanied Traveler Membership holders.  
  
For beneficiaries of Viva Fan Accompanied Traveler Membership to be eligible for a further discount, they must, in all cases, travel with the Viva Fan, i.e. the Reservation has to include the Viva Fan and also the beneficiary(ies) that are to travel with them, since otherwise the beneficiaries of the Viva Fan Accompanied Traveler Membership shall not be eligible for the further discount.  
  
The Viva Fan will be solely responsible for the management of their username and password, and therefore VIVA is not responsible for any misuse and/or mismanagement of the Viva Fan “Travel with Companions” Membership. The Viva Fan may not transfer their Viva Fan “Travel with Companions” Membership.

**25.5 Recurring debit or credit card charges with Viva Fan Membership monthly**

If the Viva Fan chose a recurring payment via credit or debit card as their method of payment, each month the recurring charge for Viva Fan Solo Traveler or Viva Fan Accompanied Traveler Membership shall be charged to the credit or debit card registered for such purposes.  
  
The Viva Fan with the Solo Traveler or Viva Fan Accompanied Traveler Membership whatever the modality, may only enjoy the Perks thereof as long as the monthly fees be successfully collected, therefore, if the charge should be declined the Viva Fan Solo Traveler or Viva Fan Accompanied Traveler Membership shall be canceled and the Viva Fan must take out a new one for a minimum period of 12 (twelve) months, starting from the time the first payment for the Viva Fan Solo Traveler or Viva Fan Accompanied Traveler Membership is made.

**25.6 Annual charges for Viva Fan Membership with a debit or credit card**

If a Viva Fan opts for the same yearly payment modality, the charge for the cost of the Viva Fan Membership shall be made to the credit or debit card registered for such purposes. If the charge cannot be made using the payment method chosen by the Viva Fan, another collection attempt shall be made. After a second failed payment, the Viva Fan Membership shall expire and the Viva Fan may no longer continue to make use of the benefits of Viva Fan Membership.

**25.7 Referral link.**

Viva Fans shall be given a unique referral link (Referral Code), which they can each share with up to one hundred (100) friends and/or family members. Viva Fans shall receive $100.00 (one hundred Mexican pesos and zero cents) in Viva Cash for each friend and/or family member who purchases Viva Fan Membership using said Referral Code. Likewise, persons using the Referral Code when purchasing their Viva Fan Membership shall also receive $100.00 (one hundred Mexican pesos and zero cents) in Viva Cash. Money paid in Viva Cash can be used to make purchases on Viva Aerobus, being valid for thirty (30) calendar days following the date of deposit of the Viva Cash.  
  
Referral Codes shall be given to all Viva Fan Membership, whatever the plan, acquired before August 29, 2022, and therefore any Viva Fan Membership acquired after said date, shall not have a Referral Code. Any Viva Fan Memberships acquired before August 29, 2022, shall have a Referral Code until such time as: (i) the Viva Fan uses up the 100 (one hundred) Referral Codes for which they are eligible, (ii) the Viva Fan Membership expires, regardless of whether said validity renews or not or (iii) December 31, 2023, when all Referral Codes will lose validity; whichever occurs first.

**25.8 Billing**

Should an invoice be required, the Viva Fan must refer to https://www.vivaaerobus.com/es-mx/membresia/vivafan/, where they must log in and in the “Payment” section of their Dashboard, enter the following taxpayer details:

* Name
* Federal Taxpayers’ Registry Code (“RFC”):
* Payment method (credit or debit card used to pay for their Viva Fan Membership)
* Code (for electronic invoice CFDI)
* Fiscal regime wherein the Viva Fan is registered
* Postal Code

When entering their taxpayer details, the Viva Fan must save them and thereafter shall see the option to “Request invoice” in their payment history, where they may download the invoice for the payment in XML and PDF format. Taxpayer details must match the information contained on one's Taxpayer ID Certificate, otherwise the invoice may not be generated. It is the strict responsibility of each Viva Fan to provide accurate tax information when making their billing request, as invoices may not be amended once issued.

**25.9 Upgrade**

A Viva Fan may, if they so wish, change their Viva Fan Membership plan via an Upgrade, thus switching at any time from Viva Fan Solo Traveler Membership to Viva Fan Accompanied Traveler Membership.  
  
To change Viva Fan Membership Plan and Payment method:

* During the first year of the Viva Fan Membership Plan:
  + A Viva Fan with a pay-monthly plan may change their payment plan to yearly immediately, by paying the corresponding difference.
  + A Viva Fan with the Solo Traveler plan may change to the Accompanied Traveler plan immediately, by paying the corresponding difference.
* In subsequent years:
  + A Viva Fan with a pay-yearly plan may change their payment plan to monthly at the expiry of their plan.
  + A Viva Fan with a pay-monthly plan may change their payment plan to yearly at the next date of payment.
  + A Viva Fan with the Solo Traveler plan may change to the Accompanied Traveler plan by paying the corresponding difference.
  + A Viva Fan with the Accompanied Traveler plan may change to the Solo Traveler plan.

To make these changes the Viva Fan must have canceled automatic renewal of their Viva Fan Membership, so that the Viva Fan may choose a different plan than the previous one. Otherwise, the current plan shall be automatically renewed upon expiry. The cost of any changes to Viva Fan Solo Traveler or Viva Fan Accompanied Traveler Membership shall be as published at <https://www.vivaaerobus.com/es-mx/membresia/vivafan> at time of purchase.

## **26.0 Governing Law**

**26.1 Legal basis**

These Terms and Conditions and any service or product provided by Viva Aerobus shall be governed by the provisions of the Federal Consumer Protection Act and by the laws of the Mexican Republic.  
  
All services or products offered by Viva Aerobus outside the Mexican Republic, shall be subject to the International Treaties and Conventions of which the United Mexican States are a party.

**26.2 Disputes**

Any conflicts or disputes in relation to these Terms and Conditions and/or the products and services rendered by Viva Aerobus shall be subject to the interpretation and enforcement by the Courts of Mexico City, Federal District, thus waiving the Passengers to any other venue that may correspond to them by virtue of their current or future domiciles.

**26.3 Protection of Personal Data**

For more information on the treatment and protection of their Personal Data, the Passengers may access to the Privacy Notice on <https://www.vivaaerobus.com/en-us/legal/privacy-notice>

**26.4 Amendments and/or Changes.**

With the aim of improving our Service, the Passenger experience and fully abiding by the applicable legislation, Viva Aerobus may change, amend, modify these Terms and Conditions and/or the Website’s content at any time and without prior notice, as well as the check-in procedures and/or the procedures to use or obtain the air transportation services offered by Viva Aerobus.  
  
In cases where changes to the Terms and Conditions could affect Passengers with regards to Service provision, Viva Aerobus shall inform each Passenger of the existence of a change in the Terms and Conditions on the Website [www.vivaaerobus.com/en-us/](https://www.vivaaerobus.com/en-us/), as well as through one of the means of contact that Passengers provide when booking.  
  
If Passengers should believe that the change could affect their Reservation they should get in touch with the Viva Aerobus Call Center and, if applicable, they may apply for any compensation that may apply as per the Viva Aerobus Compensation Policy.  
  
These Terms and Conditions and/or the contents of the Website may contain errors and/or inaccuracies.  
  
Viva Aerobus informs the Passengers that no other warranties by Viva Aerobus different to those set forth herein exist, so any warranties not included in these Terms and Conditions shall be void.  
  
No oral or written information that has not been provided by Viva Aerobus authorized representatives shall give rise to any warranty in respect of these Terms and Conditions.