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TERMS AND CONDITIONS

1.0 General Policies

1.1 Introduction

The present terms and conditions of Aeroenlaces Nacionales, S.A. de C.V. ("Viva Aerobus") are intended to inform our Passengers of the general contracting conditions under which the air transportation service will be provided (the "Service") (the "Terms and Conditions").

In order to improve the Service provided to our Passengers, Viva Aerobus may change and / or modify at any time these Terms and Conditions either partially or totally, being applicable the terms and conditions that are published on the website www.vivaaerobus.com (the "Website") at the time of the provision of the Service. Not with standing the foregoing, Viva Aerobus will notify Passengers through the Website www.vivaaerobus.com and/or any of the means of contact that the Passenger has designated at the time of making their reservation, those modifications that could cause a material affectation to the Passenger and / or the Contracted service.

In those cases in which the Passenger considers that the modification could affect his Reservation (term that is defined below), he must contact the Call Center of Viva Aerobus (term that is defined below) so that in his case the corresponding compensations are applied according to the Compensation Policy (term that is defined below) so that in his case the corresponding compensation are applied according to the Compensation Policy (term that is defined below).

Regardless of whether there are modifications to these Terms and Conditions, Viva Aerobus will respect the conditions of the Service that were in force at the time the payment of the Reservation was made, except the cases and with the exceptions established in the applicable legislation.

The Allusive Titles that appear in these Terms and Conditions are used only as a reference, without any rights or obligations being despecting from them.

1.2 Definitions

Additional services: Services marketed and offered in addition to the Air Transportation Services, which are optional for the Passenger, such as VIP Pass, Viva Express, Viva Bus, among others.

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.

Baby Package: Additional and optional service including a stroller service (with the stroller owned by the Passenger) from and to the Aircraft door, checked baby seat or similar item, transport of a diaper bag or similar item under 10 kg on board, in addition to the baggage allowance.

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.

Base Fare: Gross cost of the air transportation Service, considering Taxes, Security Fee, exclusive of the 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. Passenger must consider at all time the additional cost of the TUA in the final price.

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.

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.

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.

Carry-on Baggage: Refers to Baggage allowed on board an aircraft. As Carry-on baggage the passenger may transport up to 2 (two) Hand Luggage pieces, as long as they fit within the dimensions stipulated in these Terms and Conditions, according to the modality or Fare booked by the Passenger.

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.

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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.

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

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.

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.

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 to identify or confirm a person's identity through their face. Face Recognition systems can be used to identify people in photos, videos or in real time.

The facial recognition is a category of biometric security. Other forms of biometric software include speech recognition, fingerprint recognition, and retinal or iris recognition.

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".

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: Square two-dimensional barcode that can store the encoded data. Most of the time the data contained is a link to aes website (URL).

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.

Flex Pass: Optional and additional service for the Passengers to be able to move forward or hold up their flight, only to the immediate available flight, always within the same route or an alternative route free of charges for flight changes, considering the same point of departure. Flex Pass is subject to the payment of the fare difference, if any. It may be used in the same date of your scheduled flight, whether for a previous flight or for the flight immediately following the time scheduled for your original flight. Passengers may redeem or request the Flex Pass with at least 2 (two) hours prior to the departure of their original flight, after such time frame the Flex Pass will become invalid.

The checking and payment of refunds is the responsibility of the supplier MAS SERVICIOS ASISTENCIALESS.A. DE C.V, which shall be solely responsible for the provision of the service, so any complaint relating to the "Full Refund" service must be sent directly to MAS SERVICIOS ASISTENCIALES S.A. DE C.V. Viva Aerobus shall not be liable for any claim related to the "Full Refund" service.

Hand Luggage: 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.

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

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.

Internet Site: Refers to Viva Aerobus website: www.vivaaerobus.com

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.

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

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

- Valid passport, voter credential, professional card, credential of the Mexican Institute of Social Security or the Institute of Security and Social Services of State Workers, permits issued by the National Institute of Migration, identification issued by the National Institute of Older Persons, as well as any identification document issued by a federal authority that contains the full name and photograph of the Passenger.
- Any identification document issued by a state authority, which contains the Passenger's full name and photograph (e.g. driver's licenses)
- Identification badges that accredit the Passenger as an employee of federal, state or municipal government agencies, as long as they contain the full name, photograph of the Passenger.



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Before a notary public, photographs, or scans of any document will not be admitted, except in those cases in which the Passenger exhibits a certified copy of a faith of facts or complaint raised before the corresponding public prosecutor's office, in which the theft or loss of the official identification of the Passenger is expressly indicated and that he does not have any other official identification in accordance with the provisions herein; said proof of facts and / or complaint will only be valid when it is not older than 3 (three) months to the scheduled date of your flight.

Minors and national or foreign Infants may be identified with the birth certificate or CURP. In the case of Infants, the live birth letter will also be valid, as long as the date of issuance of the same is less than 90 (ninety) days before the scheduled date of your flight.

For international flights the only acceptable Official Identification will be the valid passport, in addition to the migratory requirements demanded by the country of destination.

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.

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.

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.

Refunds or Returns: 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.

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.

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.

Seats: Viva Aerobus shall randomly allocate seats to all passengers whatever fare or combo they acquire them at, however, individual seat selection shall be available 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 seats 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 points 1, 2 and 3 of this section.

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: Are those personal data referring to the physical, physiological or behavioral characteristics of a person that enable or ensure their unique identification. It guarantees fast authentication and secure access management.

Personal Electronic Devices: Cell phones, compact disc or DVD players, mp3s, music players, tablets, laptops and/or any similar equipment using a wireless connection.

Enrolment: Registration to a system or service by identifying the user.

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.

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.

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.

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.



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and to pay their reservations through the Viva Aerobus Sales Channels, this service is operated by ToditoCash, 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 acts as a collector of the TUA. The amount of the charge for TUA must be considered in the final price, at the moment of the settlement of the TUA by the Passenger.

UMA's: 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 Aerobus: Refers to Aeroenlaces Nacionales, S.A. de C.V.

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.

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).

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: Is a Passenger who obtains Viva Fan yearly membership by paying the corresponding fare.

Viva Fan Membership: Refers to annual membership acquired by a Viva Fan, which offers further discounts beyond those already granted in the Extra Combo, as well as a Smart Combo Discount.

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.

Website: Refers to the website of Viva Aerobus www.vivaaerobus.com

Smile&fly: It refers to the free program to identify passengers using their Biometric Data. Enrollment in this program is completely voluntary. Once Enrolled, the Passenger, at any time, may choose to exit the program if they so wish, exercising their ARCO rights, for more information consult the Viva Aerobus Privacy Notice.

For the use of the Smile&Fly program, the passenger must be registered and signed accordance with our Website. Smile&Fly will only be available to passengers who have the Viva Fan Membership. Enrollment will be carried out through the Website in the section of the passenger profile. For the enrollment the passenger must have an official identification and a smartphone so you can scan QR code which will redirect you to the enrollment application, giving full control to your phone to take pictures of your face and your Official Identification. Once this is done, the system will make a similarity check between the photograph of the Official Identification and the Passenger's face on the Website. Smile&Fly is available only for flights originating from Monterrey.

Smile&Fly does not replace the requirement to present an Official Identification in the security filters of the different airports, where the Passenger must present his Official Identification and his boarding pass to be able to access the last waiting rooms. The smart device used for the enrollment must have the following minimum characteristics: iOS operating system from 11 to 14 or Android operating system from 6 to 11, RAM from 2GB, Wi-Fi connectivity, 3G, 4.5G or 5G, screen from 4.7", front camera and can be accessed from the following browsers: Google Chrome, Microsoft Edge, Samsung Internet Browser, Opera, Mi Browser, Safari iOS and Chromium-based browsers.

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:

Zero:

- Web Check-In: Included from four (4) 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 9.7 of these Terms and Conditions.
- Hand Luggage: Available at extra cost. See Section 9.7 of these Terms and Conditions.
- Checked Baggage: Available at extra cost. See Section 9.8 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, name, or route: At the Zero tariff, no changes whatsoever may be made to reservations.

Light:



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Conditions.

- One (1) Personal Item, not exceeding the dimensions 45 x 35 x 20 cm. See Section 9.7 of these Terms and Conditions.
- Hand Luggage: Includes one (1) piece not exceeding 10 Kg in weight and dimensions of 55 x 40 x 25 cm. See Section 9.7 of these Terms and Conditions.
- Checked Baggage: Available at extra cost. See Section 9.8 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 or route: Available with the payment of the corresponding fee and the difference of fare, if applicable.
- 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 9.7 of these Terms and Conditions.
- Hand Luggage: Includes one (1) piece not exceeding 10 Kg in weight and dimensions of 55 x 40 x 25 cm. See Section 9.7 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 9.8 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 or route: Available with the payment of the corresponding fee and the difference of fare, if applicable.
- Change of name: Available at extra cost.

Smart:

- 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 9.7 of these Terms and Conditions.
- Hand Luggage: Includes two (2) pieces which together shall not exceed 15 Kg in weight and each one shall not exceed the dimensions of 55 x 40 x 25 cm. See Section 9.7 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 9.8 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: Available, only requiring payment of the difference in fare, if applicable.
- Change of name: Available at extra cost.

If a ticket is acquired from an online travel agency (OTA), including BestDay, Despegar.com, Price Travel, Expedia and Al mundo, among others, the following fares and conditions shall be available:

Light OTA:

- 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 9.7 of these Terms and Conditions.
- Hand Luggage: Includes one (1) piece not exceeding 10 Kg in weight and dimensions of 55 x 40 x 25 cm. See Section 9.7 of these Terms and Conditions.
- Checked Baggage: Available at extra cost in the My Flight section. See Section 9.8 of these Terms and Conditions.
- Seat Selection: Includes random seat allocation at no extra cost for Regular and Front seats. VIP Priority and Space + seats are available at extra cost in the My Flight section.
- VivaExpress (Priority Documentation): Available at extra cost.
- Change of date or route: Available directly from the travel agency with whom the on-line Reservation was made. Conditions apply, depending on the agency.
- Change of name: Available directly from the travel agency with whom the on-line Reservation was made. Conditions apply, depending on the agency.

Extra OTA:

- Web Check-In: Included from ten (10) hours before a flight departs. See Section 4.0 of these Terms and



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Conditions.

- Hand Luggage: Includes one (1) piece not exceeding 10 Kg in weight and dimensions of 55 x 40 x 25 cm. See Section 9.7 of these Terms and Conditions.
- Checked Baggage: Includes one (1) piece not exceeding 25 Kg in weight and dimensions and not longer than 158 cm. See Section 9.8 of these Terms and Conditions.
- Seat Selection: Includes random seat allocation at no extra cost for Regular and Front seats. VIP Priority and Space + seats are available at extra cost in the My Flight section.
- VivaExpress (Priority Documentation): Available at extra cost in the My Flight section.
- Change of date or route: Available directly from the travel agency with whom the on-line Reservation was made. Conditions apply, depending on the agency.
- Change of name: Available directly from the travel agency with whom the on-line Reservation was made. Conditions apply, depending on the agency.

1.3 General provisions

Viva Aerobus is a low-cost airline for which Passengers may add to their Service several Additional Services. Viva Aerobus does not provide Connections for Passengers and/or Baggage with other airlines, therefore, “Viva Aerobus” shall not be liable for any expenses and/or losses whatever their nature, relating to flights with other airlines and/or with any other means of ground transportation.

No Connection shall be deemed to exist when Passenger has hired more than two legs to arrive to his/her final destination under different Reservations.

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.

2.2 Flight Changes

Passengers may make changes to their Reservation such as the Passenger's name, time and date of the flight through the Internet Site (www.vivaaerobus.com), Call Center and/or Viva Stores. Route changes may only be performed through the Call Center and/or Viva Stores.

Reservation Changes are subject to the application of charges, fees, and/or differences resulting from the fares then current. Said changes may only be made until 4 (four) hours before the time scheduled for the Service, provided your boarding pass has not already been created.

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.

2.2.1 Lost Flight

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, may be the date and times thereof.

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-



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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) in 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.

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 4.0 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 and the corresponding compensation shall be given according to the Compensation Policies.

Once the compliance by the Passenger and the admissibility of the Compensation have 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.

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 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 payment of the Reservation 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.

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 Payment Methods

2.6.1 General Conditions

Passengers may execute the payment of their Reservations through any of the payment methods authorized by


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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 booking 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 applying 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 Viv Extra and Viva Light modalities for the Viva cardholder.
- Flex Pass included only for the Viva cardholder.
- 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 Site.

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.