

Terms and Conditions of the Flight Offer

These terms and conditions (the “Terms and Conditions”) are intended to inform our MarketPlace User (term defined below) the general conditions in case they decide to perform a MarketPlace Transaction (term defined below) with Aeroenlaces Nacionales, S.A. de C.V. (“Viva”) through the Viva MarketPlace Channels (term defined below).

Please read these Terms and Conditions carefully. Viva reserves the right to change and/or modify at any time either partially or totally these Terms and Conditions and/or any product and/or service mentioned herein, being applicable the Terms and Conditions that are published in MarketPlace Viva at the moment of performing any of the MarketPlace Transactions. Viva shall not be obliged to send any kind of notice and/or notification in case of changes and/or modifications to these present Terms and Conditions.

By performing any of the Market Place Transactions in any of the Viva MarketPlace Channels, MarketPlace Users agree to be subject to these Terms and Conditions without any restriction.

The headings of each section appearing in these Terms and Conditions are non-binding and shall be used for reference purposes only, and do not create any rights or obligations. These headings shall not be used to interpret or modify the content or scope of the provisions set forth in these Terms and Conditions. In case of conflict between the headings and the text, the text shall prevail.

The capitalized terms mentioned herein shall have the meaning set forth in section “I, Definitions”, in the event that any term is not defined in these Terms and Conditions, it shall be subject to the definition set forth in the Viva General Terms and Conditions, Viva Cash Terms and Conditions and/or the Viva Gift Terms and Conditions published at: <https://www.vivaaerobus.com/en-us/legal/terms-and-conditions#tycBookingChanges>, <https://www.vivaaerobus.com/en-us/payment-forms> and <https://www.vivaaerobus.com/en-us/vivagift/> respectively.

I. DEFINITIONS

VIVA App: Software program of Viva application, that may be installed on mobile devices or smartphones, for which Passengers may register, generate a Reservation, receive alerts, and download their digital Boarding Pass.

MarketPlace Viva Channels: Refers jointly to the Offer your Flight link and Reserve Management section through which MarketPlace Users may perform a MarketPlace Transaction.

Compensation: Refers to the benefit offered by Viva to MarketPlace Users as part of the Change your Flight Offer, in exchange for accepting the rescheduling of their original flight. The Compensation will be through Viva Cash, and can be used in conformity of the Viva Cash Terms and Conditions, in the following link: <https://www.vivaaerobus.com/es-mx/formas-de-pago/viva-cash>

Offer your Flight Link: Refers to the link provided by Viva which MarketPlace Users can access to the MarketPlace Viva to consult and manage a Flight Change Offer or Direct Offer.

The Offer your Flight Link may be sent via email, text message or WhatsApp through VivaBot.

Reservation Management: Refers to the process by which Users can manage their Reservation within the Website or the Viva App allowing them to perform MarketPlace Transactions.

Viva MarketPlace: Refers jointly to the digital sites that allow the interaction between Viva and MarketPlace Users, to carry out Marketplace Transactions.

Flight Change Offer: Refers to the proposal made by Viva to Marketplace Users through any of the MarketPlace Viva Channels related to the reschedule of their originally purchased Flight in exchange for a Compensation.

Direct Offer: Refers to the proposal made by Viva to Marketplace Users through any of the Viva MarketPlace Channels to purchase one or more Flights.

Indirect Offer: Refers to the offer published by Marketplace Users through the Reservation Management section related to the sale of one or more Flights.

MarketPlace Transactions: Refers jointly to the Flight Change Offer, Direct Offer and Indirect Offer.

Reservation: Refers to the purchase transaction of Seats through the different official Sales Channels ensuring the proper registration of the Passengers that may use the air transportation services with Viva.

Website: Refers to the Viva webpage: <https://www.vivaaerobus.com/en-us/>

Terms and Conditions Viva Cash: Refers to the terms and conditions of Viva Cash, which may be consulted at <https://www.vivaaerobus.com/en-us/payment-forms/viva-cash>

Viva Gift Terms and Conditions: Refers to the terms and conditions of Viva Gift, which may be consulted at <https://www.vivaaerobus.com/en-us/vivagift/>

MarketPlace User(s): Refers to the holder of a current Reservation with Viva who wishes to manage any of the MarketPlace Transactions through any of the MarketPlace Viva Channels, in accordance with the provisions of these Terms and Conditions.

Sale Value: Refers to the amount indicated by the MarketPlace User in the Offer that Viva agrees to pay to the MarketPlace User in exchange for the assignment of the correspondent Flight. The Sale Value will be credited to the Viva Cash wallet of the MarketPlace User through a Viva Gift. The Sale Value will not be subject to deductions or additional charges.

It refers to the amount indicated by the MarketPlace User or by Viva in MarketPlace Transactions.

VivaBot: Refers to the virtual assistant that allows the communications between Viva and its Users. For more information, see <https://www.vivaaerobus.com/en-us/info/about-us/contact-us>

Viva Cash: Electronic payment method accepted by Viva, by means of which Marketplace Users will be able to acquire through the Website, the Services offered by Viva. For all matters related to the use of Viva Cash, Marketplace Users will be subject to the Viva Cash Terms and Conditions.

Viva Account: Refers to the personal profile created by a User in Viva's digital platforms, through which the User may access the services, functionalities and benefits offered by Viva.

Viva Gift: It is the digital gift card sold by VIVA or granted as compensation. The Viva Sale Value of the Gift Card may be credited in Viva Cash. To all related to the use of Viva Gift, Marketplace Users shall be subject to the Viva Gift Terms and Conditions.

Flight(s): It refers to the service of air transportation shall provide to Market Place Users and Passengers contained in a Reservation, on a specific route, date and time, at the purchased Fare, including Additional Services or any other product that the MarketPlace User or Passengers have purchased in the Reservation.

I. Capacity

To perform a MarketPlace Transaction in the Viva MarketPlace Channels and, if applicable, receive the Sale Value through Viva Cash, Marketplace Users must be at least 18 (eighteen) years of age.

II. MarketPlace Viva Transactions

Viva through the MarketPlace Channels will allow Marketplace Users to perform and manage MarketPlace Transactions in the following ways:

a) Direct Offer:

The MarketPlace User shall receive, from Viva, the Offer your Flight Link through which he/she will be able to consult and manage the Sale Value proposal that Viva offers for the purchase of their Flight.

The Direct Offer will be available up to 24 (twenty-four) hours before the scheduled departure time of the Flight.

Once the Direct Offer is accepted, the MarketPlace User will receive by email the confirmation that the transaction has been successful. By accepting the Direct Offer, the MarketPlace User acknowledges and accepts that the Reservation subject of the accepted Direct Offer will be cancelled.

The Direct Offer will be for the entire Flight, including the Air transportation service, any Additional Service purchased, and all Passengers included, therefore the MarketPlace User accepts that he/she will lose all rights associated with the Flight once Viva purchases the Flight, since the transfer is final and irreversible.

In the event that the Flight includes additional Passengers, the MarketPlace User expressly accepts that it has sufficient and necessary authorizations from all the Passengers included in the Reservation to be able to accept the Direct Offer, so that in the event that any of the Passengers included in the Reservation that is the object of the Direct Offer should sue Viva, arguing that the MarketPlace User did not have the necessary authorization to sell the Flight, the MarketPlace User is obliged to indemnify Viva from the procedures that are carried out, relying on lawyers specialized in the matter and covering their fees.

To accept the Direct Offer, the MarketPlace User shall accept these Terms and Conditions, the Privacy Notice and any other statements contained therein.

The Direct Offer will be binding for the MarketPlace User upon acceptance, unless the Direct Offer is withdrawn or modified by Viva prior to its acceptance in accordance with these Terms and Conditions.

b) Flight Change Offer:

The MarketPlace User will receive, from Viva, through any of the MarketPlace Channels, a proposal to reschedule its original flight in exchange for a Compensation, which can be consulted and managed through these channels.

The Flight Change Offer will be available up to 24 (twenty-four) hours prior to the scheduled departure time of such Flight.

Once the Flight Change Offer is accepted, the MarketPlace User will receive by email confirmation that the transaction has been successful. By accepting the Flight Change Offer the MarketPlace User acknowledges and accepts that the Reservation subject of the accepted Flight Change Offer will be cancelled.

The Flight Change Offer will be for the entire Flight, including the air transportation service, any Additional Services acquired, and all Passengers included, therefore the MarketPlace User accepts that he/she will lose all rights associated with the Flight once Viva purchases the Flight, since the transfer is final and irreversible.

In the event that the Flight includes additional Passengers, the MarketPlace User expressly accepts that it has sufficient and necessary authorizations from all the Passengers included in the Reservation, to be able to accept the Direct Offer, so that in the event that any of the Passengers included in the Reservation that is the object of the Direct Offer were to sue Viva, arguing that the MarketPlace User did not have the necessary authorization to sell the Flight, the MarketPlace User is obliged to indemnify Viva from the procedures that are carried out, relying on lawyers specialized in the matter and covering their fees.

To accept the Flight Change Offer, the MarketPlace User shall accept these Terms and Conditions, the Privacy Notice and other statements contained therein.

The Flight Change Offer will be binding for the MarketPlace User from the moment of its acceptance, unless the Flight Change Offer is withdrawn or modified by Viva prior to its acceptance in accordance with these Terms and Conditions.

c) Indirect Offer:

The MarketPlace User when entering to the Reservation Management section will be able to publish an Indirect Offer where he/she will be able to consult the Flight data and register the amount he/she wishes to receive for the sale as long as the Indirect Offer is published up to 24 (twenty four) hours before the scheduled departure time of the Flight.

Once the Indirect Offer is accepted, the MarketPlace User shall receive by email the confirmation that the transaction has been successful. By accepting the Indirect Offer the MarketPlace User acknowledges and accepts that the Reservation subject of the accepted Indirect Offer will be cancelled.

The Indirect Offer will be for the entire Flight, including the Air transportation service, any Additional Services purchased, and all Passengers included, therefore the MarketPlace User accepts that he/she will lose all rights associated with the Flight once Viva purchases the Flight, since the transfer is final and irreversible.

In the event that the Flight includes additional Passengers, the MarketPlace User expressly accepts that it has sufficient and necessary authorizations from all the Passengers included in the Reservation, to be able to accept the Direct Offer, so that in the event that any of the Passengers included in the Reservation that is the object of the Direct Offer were to sue Viva, arguing that the MarketPlace User did not have the necessary authorization to sell the Flight, the MarketPlace User is obliged to indemnify Viva from the procedures that are carried out, relying on lawyers specialized in the matter and covering their fees.

To publish the Indirect Offer, the MarketPlace User shall accept these Terms and Conditions, the Privacy Notice and other statements contained therein.

The Indirect Offer will be binding for the User from its publication until it is accepted or rejected by Viva, unless the Offer is withdrawn by the MarketPlace User before its acceptance in accordance with these Terms and Conditions.

Therefore, the Marketplace Users will be responsible for the existence of the Flight and/or legitimacy of the Flight that they will publish in the Indirect Offer and will hold Viva harmless for any administrative or judicial action that could be generated due to an offer or sale.

III. Modification or Cancellation of Viva MarketPlace Transactions

Direct Offer and Flight Change Offer:

Before the Marketplace User accepts the Direct Offer or Flight Change Offer, Viva may modify or withdraw it at its sole discretion. Once accepted, it shall be considered binding on the Marketplace User, in accordance with the provisions of these Terms and Conditions.

Indirect Offer:

The Marketplace User may perform one modification to the Sale Value that he/she wishes to receive for his/her published Indirect Offer up to 24 hours before the scheduled departure of the same. In case the Marketplace User modifies this, the User will receive by email the confirmation of such modification.

A Marketplace User, who wishes to cancel its published Indirect Offer, may do so up to 24 hours before the scheduled departure of the same, if Viva has not accepted the Offer. If the Marketplace User proceeds with the cancellation, he/she will receive email confirmation of the cancellation. If the Marketplace User subsequently decides to re-publish an Indirect Offer with respect to the same Flight, he/she may do so up to 24 hours before the scheduled departure of the same. Once this period has passed, the Indirect Offer will be automatically deleted.

The modification or cancellation of an Indirect Offer shall be made by the Marketplace User. The Marketplace User will be solely responsible for the misuse and/or unauthorized access to his/her Marketplace User Profile.

IV. Execution of the Marketplace Transaction and credit of Sale Value or Viva Cash Compensation.

Once any of the Marketplace Transactions is executed, the Marketplace User will receive by email the confirmation of the Marketplace Transaction and the Sale or Compensation Value.

The credit of the Sale Value or Compensation will be subject to the following:

- **MarketPlace User with an active account and logged in:**

If the Marketplace User has a Viva Account and is logged in at the time of the sale, the Sale Value will be credited directly to his Viva Cash Wallet.

- **MarketPlace User without an account or not logged in:**

If the MarketPlace User does not have a Viva Account or is not logged in at the time of the MarketPlace Transaction, the Sale Value will be credited to a Viva Gift virtual card. This can be redeemed once the MarketPlace User creates their account or logs into their Viva account.

The Sale Value or Compensation with Viva Cash will be valid for a period of 1 (one) year from the date of credit. During this period, the MarketPlace User must activate and use the Sale or Compensation in accordance with the provisions of the Viva Cash Terms and Conditions, which can be consulted at <https://www.vivaaerobus.com/es-mx/formas-de-pago/viva-cash> therefore the MarketPlace User accepts that no payments will be made in cash, checks, bank transfers , or any other form of payment.

For the use of the Sale Value or Compensation with Viva Cash, the MarketPlace User must have an active Viva Account. In case the MarketPlace User does not have a Viva Account, he/she must create one free of charge, in accordance with the Viva Cash Terms and Conditions.

V. Obligations of the MarketPlace Users and Viva

To make a MarketPlace Transaction in the Market Place Viva Channels, it is necessary that the MarketPlace User complies with all the requirements indicated in these Terms and Conditions, as well as with the obligations indicated in this point.

a) The MarketPlace User is obliged to:

- Sell or if the case change in its totality the Flight that has been agreed in the MarketPlace Transaction.
- Review and accept these Terms and Conditions.
- Accept Viva's Privacy Notice.
- To indemnify Viva from any lawsuit, which may be filed by one or more Passengers of the Flight agreed in the Market Place Transaction in accordance with the present Terms and Conditions.
- Receive the Sale Value in accordance with the provisions of these Terms and Conditions.
- To have a Viva account in order to credit the Sale Value or Compensation with Viva Cash.

- Acknowledge and accept that in the Indirect Offer Viva makes available to MarketPlace User tools for manual and/or automatic price management. By using these tools, the MarketPlace User acknowledges and accepts that Viva does not suggest, recommend or set the prices, being the MarketPlace User the only responsible for them.

b) Viva is obliged to:

- Grant the MarketPlace User the corresponding Compensation agreed in the MarketPlace Transaction through Viva Cash, which will be deposited in accordance with what is indicated in these Terms and Conditions.

VI. Prohibitions and Sanctions

Marketplace Users shall not:

- a) Breach any provision of these Terms and Conditions, the Viva Gift Terms and Conditions, the Viva Cash Terms and Conditions and the Viva General Terms and Conditions or of the applicable regulations.

- b) Maintain any type of communication by any means other than Viva's official channels (including email, Facebook, Twitter or the Customer Service Portal, etc.) whether during the Flight Offer and until the sale of the same.

- c) If any infraction is detected, and without prejudice to the sanctions provided in these Terms and Conditions, Viva may suspend or terminate the publications in question, suspend or disqualify the Marketplace Users.

If Marketplace Users fail to comply with a law or the Terms and Conditions, we may warn, suspend, restrict or temporarily or permanently disable their account, without prejudice to other sanctions established in the particular rules of use of Mercado Libre's services.

VII. Personal Data

For any information related to the treatment and protection of the Personal Data of Marketplace Users as well as for any request related to your ARCO rights (access, rectification, correction and opposition) we ask you to consult our Privacy Notice at <https://content.viva.com/Upload-VB/legal/aviso-de-privacidad-integral-comercial-vb.pdf>.

VIII. Limitation of Liability for the Viva Cash service

Viva does not guarantee continuous or uninterrupted access and use of the MarketPlace Viva Channels. Marketplace Users acknowledge that the MarketPlace Viva Channels may eventually be unavailable due to technical difficulties or internet failures in the links and/or any other circumstances beyond Viva's control. Marketplace Users may not hold Viva liable for any damage resulting from the difficulties, as well as for any other kind of damage, including indirect, special or consequential damage arising or experienced by Marketplace Users, even in the event that such failures affect the amounts to be credited to their Viva Cash.

In case Marketplace Users have any questions or requests related to the Viva Cash service, they may do so through any of Viva's official contact methods.

IX. Limitation of Liability

Viva does not guarantee continuous or uninterrupted access and use of its Website, where the Viva Cash service is located. Marketplace Users acknowledge that the Website may eventually be unavailable due to technical difficulties or internet failures in the links and/or any other circumstance beyond Viva's control. Marketplace Users shall not be liable to Viva for any damage resulting from the aforementioned difficulties, as well as for any other kind of damage, including indirect, special or consequential damage arising or experienced by Marketplace Users, even in the event that such failures affect the amounts to be paid or credited to their Viva Cash.

Viva shall be liable for any defect in the provision of its service, to the extent attributable to it and to the extent provided by applicable laws.

In case Marketplace Users have any doubts or requests related to Marketplace Transactions, they may do so through any of Viva's official contact methods.

X. Notifications

All notifications made by Viva to the email addresses registered by Marketplace Users at the time of creating their MarketPlace User Profiles will be valid. All notifications will be strictly informative. Viva will not be responsible for the impossibility of delivery of such notifications. The MarketPlace User will be responsible for always checking their email.

XI. Intellectual Property

Viva and/or its related companies are owners of all intellectual property rights over its sites, all its content, services, products, trademarks, trade names, logos, designs, images, advertising phrases, copyrights, domains, computer programs, codes, developments, software, databases, information, technology, patents and utility models, industrial designs and models, trade secrets, among others (“Intellectual Property”) and are protected by national and international laws.

Although Viva grants permission to use its products and services as provided in the Terms and Conditions, this does not imply an authorization to use its Intellectual Property, except with the prior and express consent of Viva and/or its related companies. In any case, Marketplace User sellers using such products and services may not use Viva's Intellectual Property in a manner that causes confusion in the public and must carry out their commercial activity under their own distinctive trademark or trade name, which is not confusingly similar to the Viva brand and its family of “Viva” brands, following the guidelines of Our Brand Use Manual.

It is forbidden to use Viva's products or services for illegal purposes, to perform any type of reverse engineering or derivative works, to use search tools or to extract data and content from our platform for reuse and/or to create your own databases that include all or part of our content without our express authorization. It is also forbidden the improper use, without authorization and/or contrary to current regulations and/or that generates confusion or implies denigratory use and/or that causes damage, harm or loss to Viva and/or its related companies. The use of Viva's products and services does not imply authorization to use intellectual property of third parties that may be involved, whose use will be under the exclusive responsibility of the MarketPlace User.

In the event that the Marketplace Users or any publication infringes the Intellectual Property of Viva, Viva may remove such publication in totally or partially), sanction the MarketPlace User in accordance with the provisions of these Terms and Conditions and exercise the corresponding extrajudicial and/or judicial actions.

XII. Indemnity

Marketplace Users will hold harmless Viva and its related companies, as well as those who direct, succeed, manage, represent and/or work in them, for any administrative or

judicial claim initiated by Marketplace Users, Passengers or by any Agency related to their activities in the Offer Your Flight System.

By virtue of this responsibility, they may perform compensations, retentions or other necessary measures for the reparation of losses, damage and prejudices, whatever their nature.

XIII. Annexes

In addition to these Terms and Conditions, each service of the MarketPlace Viva Channels has its own rules of use:

- Viva
- Viva Gift
- Viva Cash

XIV. Jurisdiction and applicable law

Any dispute and/or controversy related to these Terms and Conditions and/or the products and services provided by Viva, shall be subject to the interpretation and enforcement of the Federal Courts of Mexico City, waiving the Marketplace Users to any other jurisdiction that may correspond to them by reason of their present or future addresses.

These Terms and Conditions and/or the content of the Website may contain errors and/or inaccuracies.

Viva hereby informs Marketplace Users that there are no warranties by Viva other than those expressed herein, and therefore all warranties that are not specified in these Terms and Conditions shall be null and void.

Any oral and/or written information not provided by authorized representatives of Viva shall create any warranty of any type in connection with these Terms and Conditions.