

Avelo PLUS Membership Program Terms and Conditions

Updated September 18, 2025.

1. Introduction

- A. The Avelo PLUS membership program (as described in more detail herein, the “**Program**”) is a loyalty program offered by Avelo Airlines, Inc. (“**Avelo**,” “**we**,” “**us**” or “**our**”).
- B. Your participation in and use of the Program is subject to:
 - i. these terms and conditions (these “**Terms and Conditions**”); and
 - ii. any other rules, terms and conditions, specific to the Program or any Program benefits, that are described from time to time on our Site (as defined below) (collectively, the “**Program Rules**”).
- C. By enrolling as a member in the Program or otherwise using any Program benefits, you acknowledge and agree that (i) these Terms and Conditions, and (ii) the Program Rules are a binding agreement between you and Avelo (collectively, this “**Agreement**”). With that in mind, please review these Terms and Conditions and all Program Rules carefully.
- D. For clarity, your use of Avelo’s website(s) and app(s) (collectively, the “**Site**”) is also subject to our Site [terms and conditions](#), and if you decide to purchase air transportation and/or optional services from Avelo, our [Contract of Carriage](#) shall also apply. Capitalized terms used herein, but not defined herein, have the meanings provided in our Contract of Carriage.
- E. By enrolling in the Program or otherwise using any Program benefits, you acknowledge that you have read our [privacy policy](#).

2. Program Membership

- A. **Eligibility.** Except as otherwise provided in these Terms and Conditions, Program membership is open to all individuals eighteen (18) years of age or older upon payment of the then-current annual membership fee specified in the Program Rules (the “**Membership Fee**”). Unless specifically approved in writing in advance by Avelo, Program membership is not open to corporate entities. Each eligible individual is limited to one (1) Program membership. Program members in good standing may be referred to as “**Members**”.
- B. **Membership Fees.** Each Membership Fee is for a one (1)-year period from the date of enrollment (or renewal, as applicable). MEMBERSHIP FEE IS NON-REFUNDABLE

AND MEMBERSHIPS ARE NON-TRANSFERABLE. Membership Fees for new or annually renewed memberships are subject to change from time to time without notice. Avelo Cash cannot be used to pay Membership Fees.

- C. **Membership Expiration.** Membership shall expire on the date indicated at the end of the term when purchasing the membership.

D. **Automatic Renewal**

- i. Your Program membership will automatically renew each year on the anniversary of the date Member joined the Program, and also at the end of each renewal period (the “**Renewal Date**”), for an additional one (1)-year term, unless and until you opt out of automatic renewal as described below.
- ii. The credit card that you used to enroll in the Program (or another credit card that you designate, provided such designation occurs no later than one (1) calendar day prior to your Renewal Date) will be charged the then-current Membership Fee on the next calendar day following the expiration of your current membership period. If Avelo’s first attempt to charge your credit card fails for any reason, Avelo will automatically attempt one more charge to that credit card (or another credit card that you designate) one (1) calendar day after such failed attempt. Avelo collaborates with certain third-party payment processors (each a “**Payment Processor**”) (e.g. Braintree) to accept payments made by Members. The processing of payments will be subject to the terms, conditions and privacy policies of the Payment Processor in addition to these Terms and Conditions. Transaction fees associated with the individual payment and collection of the Membership Fee or any other amounts under these Terms and Conditions are as outlined in the terms and conditions provided to each Member by the Payment Processor. Avelo is not responsible for error by the Payment Processor. By enrolling in the Program, unless and until you opt out of automatic renewal, you authorize the Payment Processor to perform a soft credit pull prior to charging you each renewal Membership Fee in order to confirm that your credit card on file is still active.
- iii. To avoid incurring the renewal charge for an additional Membership Fee, you must cancel your membership prior to 11:59p.m. Eastern Time on the day prior to the end of your then-current Program membership term via the following method:
 - a. Log in to your account on AveloAir.com.
 - b. Under “My Account”, select “Avelo PLUS membership”.
 - c. Under your membership details, click the “Avelo PLUS auto-renewal” toggle and follow the instructions.

- E. **Account Information and Passwords.** You understand and agree that any and all information associated with the Program, including without limitation, your

Member account and password are solely owned by Avelo and are the confidential information of Avelo. You may not disclose your Member account password to anyone. You are solely responsible for maintaining the confidentiality of your password and for any and all actions taken using your password (including without limitation any transactions made using your password), and Avelo shall have no liability for any losses resulting from unauthorized access to, or use of, your password.

- F. **Name, Address, and Contact Info Changes.** Please make sure that the name in your Member account exactly matches the name on your government-issued photo ID used when you travel. You will be responsible for updating your name, address, gender, birthday, phone number and/or other details in your Member account under “My Profile” in the event of any changes. Changes to a Member’s email address are not permitted.

3. Program Benefits

- A. **General.** Program benefits (including without limitation the value, criteria for accrual, and rules for use thereof) are subject to change without notice. The accrual of Program benefits does not entitle you to any vested rights with respect to such Program benefits. Except as otherwise expressly set forth in these Terms and Conditions, Program benefits are not transferable and may not be combined among Members, their estates, successors, or assigns. Accrued Program benefits do not constitute property of the Member, do not have any residual property rights value, and are not transferable (i) upon termination, (ii) upon cancelation, (iii) as part of a domestic relations matter, (iv) upon death, or (v) otherwise by operation of law.
- B. **Third-Party Products and Services Disclaimer.** Avelo is not responsible for products or services provided by third parties. Third-party products or services may be subject to the terms and conditions of the applicable third-party providers. Any third-party provider terms and conditions are subject to change without notice.
- C. **Exclusive Fares.**
- i. Members will have access to purchase exclusive fares that are not offered by Avelo to non-Program Members, and such exclusive fares (and any applicable benefits) will apply to up to nine (9) of Member’s companions who are traveling under the same Reservation. Membership in the Program does not guarantee availability of exclusive fares. Exclusive fares may not be purchased for resale.
 - ii. Members must be one of the travelers traveling on the Reservation to which such exclusive fare applies.
 - iii. For clarity, all Reservations, including exclusive fares, are subject to the Avelo Airlines [Contract of Carriage](#) and any terms and conditions specifically applicable to such exclusive fares.

D. Free Priority Boarding.

- i. Members and up to nine (9) of their companions traveling under the same Reservation will receive priority boarding on the applicable Avelo flight at no additional charge, provided that such Reservation was made while the Member was enrolled in the Program. Priority boarding may be subject to availability on flight. For clarity, boarding is subject to our [Contract of Carriage](#).

E. Renewal Bonus. Within seven (7) days of a Member's Renewal Date, provided Member's Avelo PLUS membership has not expired or been terminated in accordance with this Agreement, Avelo shall credit Member's account with a renewal bonus of Avelo Cash in the amount of fifty dollars (\$50). Avelo reserves the right to cancel the renewal bonus at any time. Each renewal bonus shall only be valid for one (1) year from the date of issuance.

F. Additional Benefits, Deals and Promotions. Additional Program benefits, deals and promotions may be set forth in the Program Rules from time to time in Avelo's sole discretion.

4. Privacy

- A. **General.** Personal information transmitted to Avelo will be treated in accordance with our [Privacy Policy](#).
- B. **Personal Information Deletion Requests.** Our [Privacy Policy](#) provides for our deletion of your personal information at your request under certain circumstances. Please note that we need certain of your personal information to identify you as a Member and to provide you with relevant Program messaging and offers. If we delete your personal information in connection with a deletion request from you, then your Member account, including without limitation any Avelo Cash or other Program benefits you may have earned, will be deleted and you will no longer receive Program benefits because we will not be able to identify you as a Member.

5. Miscellaneous

A. Reservations of Rights.

- i. Avelo reserves the right, in its sole discretion, to modify any or all Program Rules and any or all of these Terms and Conditions at any time without notice. Such modifications shall be effective immediately and incorporated into this Agreement. You acknowledge and agree that your continued use of your Program membership shall be deemed acceptance of such modifications. For clarity, the Program Rules and Terms and Conditions then-currently in effect at the time of a Member's use of a Program benefit will govern that particular transaction.
- ii. Avelo may interpret and apply these Terms and Conditions in its sole discretion.

- iii. Avelo reserves the right, in its sole discretion, to terminate the Program with six (6) months' prior notice. Such notice may be provided via email to Members' email addresses on file, and/or via publishing such notice on the Site.
- iv. Avelo reserves the right, in its sole discretion, to terminate, deny, suspend or revoke any Program membership or membership privileges, for any reason, with or without cause at any time by advising the applicable Member of such termination, denial, suspension or revocation. In such event, Avelo may, but is not obligated to, refund a portion of any Membership Fees previously received by Avelo in payment for such Program membership, the amount of such refund to be determined by Avelo in its sole discretion. Any termination or revocation of a Program membership by Avelo may, in Avelo's sole discretion, result in the immediate forfeiture of all accrued and unused Program benefits, including without limitation Avelo Cash. Certain terminations may also result in cancellation of existing Reservations. If your Program membership is terminated due to inappropriate conduct or while under investigation, you may not re-enroll or otherwise participate in the Program in any capacity without obtaining the express written permission of Avelo.
- v. Avelo may make any or all of the changes described above at any time, even though such changes may affect or eliminate the value of, or your ability to use, any Program benefits that you have already accrued.

B. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AVELO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR PARTICIPATION IN THE PROGRAM OR USE OF ANY PROGRAM BENEFITS OR FOR ANY OTHER CLAIM RELATED IN ANY WAY THERETO. BY VIRTUE OF YOUR ACCEPTANCE OF THIS AGREEMENT, YOU AGREE, TO THE EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD AVELO HARMLESS WITH RESPECT TO ANY CLAIMS ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR IN ANY WAY RELATED TO YOUR PARTICIPATION IN THE PROGRAM OR USE OF ANY PROGRAM BENEFITS.

C. Choice of Law and Venue, Waiver of Jury Trial, Dispute Resolution.

- i. You agree that the Agreement is made and entered into in Clark County, Nevada.
- ii. Any and all disputes, claims, legal actions or other proceedings arising out of or relating to this Agreement and/or the subject matter hereof (collectively, "Disputes") are governed by, construed, and enforced in accordance with the laws of the State of Nevada without regard to conflict of law principles, regardless of the legal theory upon which such matter is asserted.

- iii. You agree that you will notify Avelo of any Dispute by submitting a “complaint” via the feedback form found at <https://www.aveloair.com/contact-us>, including a description of the nature of the Dispute. Following delivery of such submission, you agree to allow Avelo a period of sixty (60) days to provide a substantive response and to try to resolve the Dispute, prior to filing any lawsuit or other proceeding against Avelo related to the Dispute. COMPLIANCE WITH THE NOTIFICATION PROCEDURES SET FORTH HEREIN SHALL BE A CONDITION PRECEDENT TO YOUR RIGHT TO FILE ANY LAWSUIT OR OTHER PROCEEDING AGAINST AVELO. YOU AGREE THAT YOUR FAILURE TO COMPLY WITH THE NOTIFICATION PROCEDURES SET FORTH HEREIN PRIOR TO FILING A LAWSUIT OR OTHER PROCEEDING AGAINST AVELO SHALL ENTITLE AVELO TO RECOVER REASONABLE ATTORNEYS’ FEES INCURRED IN DEFENDING THE LAWSUIT OR OTHER PROCEEDING.
- iv. IN THE EVENT THAT A DISPUTE HAS NOT BEEN SETTLED WITHIN THE SIXTY (60)-DAY PERIOD DESCRIBED IN SECTION 5(C)(iii) ABOVE, EACH MEMBER HEREBY AGREES TO SUBMIT SUCH DISPUTE TO BINDING ARBITRATION IN HARRIS COUNTY, TEXAS, IN ACCORDANCE WITH THE RULES OF JAMS UNDER ITS STREAMLINED ARBITRATION RULES & PROCEDURES THEN IN EFFECT.
- v. ENFORCEMENT OF, OR APPEAL FROM, ANY SUCH ARBITRAL AWARD MAY BE BROUGHT ONLY IN THE STATE OR FEDERAL COURTS OF HARRIS COUNTY, TEXAS. EACH MEMBER HEREBY SUBMITS, AND IRREVOCABLY WAIVES ANY OBJECTION THAT SUCH MEMBER MAY NOW OR HEREAFTER HAVE, TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS FOR THE PURPOSE OF ANY SUCH PROCEEDING. EACH MEMBER HEREBY FURTHER IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN ANY OF SUCH COURTS HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
- vi. EACH MEMBER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY DISPUTE.
- vii. YOU AGREE THAT THE RESOLUTION OF ANY DISPUTE SHALL BE CONDUCTED ON AN INDIVIDUAL (I.E., NOT A CLASS-WIDE) BASIS, AND THAT NO SUCH DISPUTE MAY BE CONSOLIDATED WITH ANY OTHER LEGAL PROCEEDINGS INVOLVING AVELO OR ITS AFFILIATES. YOU FURTHER AGREE THAT YOU, AND ANYONE ASSERTING A CLAIM FOR YOU, WILL NOT BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, REPRESENTATIVE, CONSOLIDATED OR PRIVATE ATTORNEY GENERAL PROCEEDING AGAINST AVELO.

D. **Intellectual Property.** Trademarks and service marks that may be referred to in this Agreement are the property of Avelo or their respective owners. Nothing in this Agreement should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark without our written permission. The name

of Avelo, Avelo Member, Avelo PLUS or the Avelo logo may not be used in any way without our prior written permission.

- E. **Subordination to Law.** In all cases, this Agreement will be subordinate to any applicable law.
- F. **Entire Agreement.** This Agreement represents the entire, integrated agreement between the parties relating to your participation in the Program, and shall supersede all prior representations, understandings or agreements pertaining thereto, either oral or written. No other covenants, warranties, undertakings or understandings may be implied, in law or in equity.
- G. **Severability.** If, for any reason, any portion of this Agreement is determined by a competent authority to be void or unenforceable, then (i) that portion will be of no effect, (ii) the balance of the Agreement will remain in full force and effect, and (iii) the Agreement will be performed as though the stricken portion were replaced with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- H. **No Waiver.** Avelo's delay in enforcing, or failure to enforce, any right or provision in this Agreement shall not constitute a waiver of such or any other provisions. Further, no previous waiver or forbearance of the provisions of this Agreement by Avelo, and no course of dealing between Avelo and any Member, will in any way be construed as a waiver or continuing waiver of any provision of this Agreement.
- I. **Force Majeure.** Avelo will not be liable to you for any delay or other failure to perform under this Agreement as a result of any Force Majeure Event, as defined in our [Contract of Carriage](#).
- J. **Statutory Information.** Avelo's business registration number is NV19871028872. Our corporate support center is located at, and our mailing address is, 12 Greenway Plaza, Suite 400, Houston, Texas 77046.