

Terms and Conditions for the Name Your Own Commission Program

1. Eligibility

a. Membership in the Spirit Airlines, Inc. ("Spirit") Name Your Own Commission program ("NYOC") is herein agreed to by travel agents who accept the terms and conditions contained within this document (the "Agreement") prior to booking. By enrolling in and/or using the NYOC or using or continuing to use the benefits of the Travel Agent Portal, the Travel Agent is deemed to have agreed to all terms and conditions set forth below.

2. Introduction Statement

a. The NYOC will allow Spirit's Travel Agent partners to add a service charge on top of the fare which is then charged to the selected credit card ("CC") in one transaction. Spirit will serve as the merchant of record for all charges including the NYOC add-on.

b. Under the NYOC, Travel Agents will be afforded the opportunity to add a markup amount to the fare and then have that additional dollar amount placed into an online account for future use, either as a FOP (form of payment) or for disbursement directly to the Travel Agency by check or ACH (see full details in disbursement section below).

3. How to join

a. Every accredited travel agency that registers for access to Spirit's Travel Agent Booking Portal will be automatically set up to utilize our NYOC will be able to use the NYOC, provided it expressly accepts the terms and conditions set forth herein prior to booking.

b. Only Travel Agency owners will be set up as the Travel Agent's contact within the Spirit System and only they can request monetary disbursements.

c. Any Travel Agent that signs up as an Agent under a Travel Agency Organization (each specific ARC/IATA number) will be able to append/add a NYCO mark up to any reservation that he/she makes on our portal, provided it expressly accepts the terms and conditions set forth herein prior to booking.

d. Any Agency Owner or Agent of the Travel Agency will be able to utilize the TAA (Travel Agency Account) as a FOP for any booking so long as there are funds in the TAA.

e. Multiple forms of payment are able to be accepted on the Travel Agent portal including a mix of NYOC and credit cards.

4. How much can you make?

a. Agents determine the flat \$ amount per reservation / booking.

b. Agents have full discretion to choose the appropriate NYOC amount by entering that figure on the purchase page.

5. Are there any fees?

a. There are no joining fees.

b. To cover the CC exchange fee (since Spirit will collect the Administrative Fee on your behalf) Spirit will deduct 3% of the agency mark up to cover our costs which will be processed once the customers' flight departs.

c. There is no fee to keep your money in your account and to use it on future bookings. If you have a customer that is paying you cash, you can use your TAA (Travel Agency Account) as a FOP on the booking and keep the cash you received.

d. Should you choose a disbursement, Spirit will offset administrative costs for issuing that check or ACH transfer by applying a flat rate of \$30 per check or ACH.

6. When do I see the money?

- a. All funds will be held in escrow in our General Ledger until the first booked segment departs.
- b. Once the flight departs, funds will be deposited into your Travel Agency Account within 5 business days.
- c. Deposited funds into the Travel Agency Account will be accessible immediately as a FOP under the vouchers and credit section on the FOP screen.
- d. Should a refund be required (due to schedule change or other incident) the full amount, INCLUDING the NYOC amount and any associated service recovery or disbursement fees, will be refunded back to the CC used so long as the flight has not departed.

7. Disbursements

- a. A maximum of 1 disbursement per month will be allowed. The Travel Agency owner or manager that opens the original account with Spirit on the portal will be the only person able to request a disbursement. The person requesting the disbursement must completely match the name we have on the Travel Agencies Profile within the Spirit System (no exceptions). Owner/Manager must request a check or ACH transfer by the 15th of the month in order to have a check issued on the last day of the month. Any requests after the 15th of the month will be processed the following month on the last day of the month.
- b. Travel Agent must follow the instructions found on spirit.com/agent to complete the funds request form and then email or fax the request for disbursement to Spirit's Accounting Department per the instructions on the form.
- c. TAA (Travel Agency Account) – no costs except for the 3% administrative cost recovery fee will be assessed to keep your funds in your TAA. TAA monies can be used as a FOP for new bookings and for all ancillary services (carry-on bags, seat assignments, checked luggage and travel insurance) so long as it is done in the booking path.
- d. Check – a \$30 disbursement fee will be charged for each check distributed to the Travel Agency.
- e. ACH - a \$30 disbursement fee will be charged for each ACH transfer distributed to the Travel Agency.
- f. Disbursements – Payment to Travel Agencies will be made in US currency only.

8. Travel Agent Account (TAA)

- a. The TAA is the account where the NYOC funds are held. Travel Agents can use the TAA as a FOP for new bookings by selecting the vouchers/credits tab on the payment page. You will be able to use up to the full amount available in the account to pay for the new booking. Multiple forms of payment are accepted when booking on Spirits' Travel Agent portal.

9. Disputes

- a. If you believe that there is a concern regarding the crediting of your TAA or the amount in your TAA, please submit a file to agencysupport@spirit.com with all relevant PNRs and the associated NYOC amount. Additionally, please provide a detailed explanation regarding the dispute. Spirit will research the dispute and provide a determination within 10 business days.

10. Refunds and Credits

If you request a refund of any booking with NYOC and Spirit approves it, the NYOC amount will also be refunded to the original FOP. Your TAA will be deducted the amount of the NYOC refunded to the PNR.

a. Reasons for refunds

- i. 24 hour courtesy refund.
- ii. Schedule change where the passenger does not accept the schedule change.

11. Manage Travel

- a. TAA account cannot be used to purchase carry-on bags, seat assignments or checked luggage after the initial booking is made. This is a safety precaution that will inhibit end consumers from accessing the TAA via the Manage Travel section.
- b. Should you want to use your TAA to pay for seat assignments, carry-on bags or checked luggage for your customer please send a request with specific instructions (how many bags per person, what seats they want etc...) to agency-support@spirit.com instructing us to use the TAA as the FOP for your post booking purchases.
- c. For bookings canceled prior to travel, all amounts including NYOC amounts less Spirits' normal cancellation fees will be applied to a credit.
- d. Prior to April 1, 2012 bookings that include a NYOC amount will be required to be cancelled by contacting agency-support@spirit.com or Spirit reservations desk in order for the commission amount to be applied to the credit.
- e. Bookings with a commission amount on them cannot be canceled online via Manage Travel, therefore, all cancellations (for bookings with a commission) will need to be requested via agency-support@spirit.com or by calling our reservations center.

12. Agent Access

- a. The Travel Agency Owner or Manager associated with the account in Spirit's System is responsible for ensuring that only approved and valid employees request to be an Agent for the Travel Agency.
- b. The Travel Agency Owner or Manager is responsible for contacting agency-support@spirit.com when an Agent is terminated or is determined to no longer be associated with the TA so Spirit can delete / terminate the associated Agents' access to the portal.

13. Liability

- a. Spirit accepts no liability for any losses or claims arising from any inability to access the Site or any failure to complete a transaction.
- b. Except as expressly provided for in this Agreement, Spirit shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from a Travel Agent's reliance upon the information and suggestions provided by Spirit hereunder and the resulting supply of goods and services to a Travel Agent or passenger by any third party.
- c. Spirit shall have no liability for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by a Travel Agent which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of Travel Agent.
- d. Spirit shall not be liable or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of Spirit's obligations, if the delay or failure was due to any cause beyond Spirit's reasonable control.
- e. Spirit will not be responsible for lost, misdirected, bounced, or late delivery of sale information delivered via email.
- f. Under no circumstances shall Spirit's liability exceed any Travel Agent's current account balance and under no circumstances shall Spirit be liable for Travel Agent's incidental or consequential damages.
- g. Spirit aims to ensure that viruses (or other programs having adverse effects) do not reside on the Site, but Spirit accepts no responsibility for any virus or other malicious code that a Travel Agent may acquire from the use of the site or from any supplier site.

14. Program Term and Termination

- a. Spirit may amend the terms and conditions of this Agreement from time to time and without notice

unless notice is required by law. Except as otherwise determined by Spirit, all amended terms shall automatically be effective as of the date they are first published on the Site.

b. The program may be terminated at any time for any reason. Spirit will maintain the unused / uncollected funds in the TAA until it is fully used or disbursed or for 2 years of inactivity.

15. Copyright and Trademarks

a. Spirit owns or is lawfully entitled to all of the copyrighted material in this site. All other intellectual property rights are reserved. This site is for personal use only, and may not be used for commercial purposes. A Member may only download to his or her personal computer for viewing purposes and print out a number of pages of this Site for the Travel Agent's personal use. Travel Agent may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this Site.

b. All trademarks, product names and company names and logos appearing on this site, if any, are the property of their respective owners.

16. Miscellaneous

a. Spirit reserves the right to eliminate, add, change and substitute benefits and participating vendors without notice.

b. Travel Agent agrees that no joint venture, partnership, employment, or agency relationship exists between it and Spirit as a result of this Agreement or use of this Site.

c. The English language will be the official language of these terms and conditions.

d. By agreeing to these terms and conditions, you are agreeing to receive emails sent from Spirit if Spirit so chooses to send them.

e. This Agreement and the terms of membership shall be governed and construed in accordance with the laws of the State of Florida without giving effect to the choice of law provisions thereof. Any dispute arising between a Travel Agent and Spirit will be resolved in the state or federal courts of Broward County, Florida. Notwithstanding the foregoing, nothing in this Agreement is intended or shall be construed to negate or otherwise affect the consumer protection laws of the state in which Travel Agent resides.

f. Any rights not expressly granted herein are reserved.

Taxes and Fees

Air Travel within the United States

Quoted fare includes the base fare plus any applicable taxes, fees and surcharges. The following government taxes and fees apply to your domestic air travel:

- A 7.5% Federal Excise Tax (except for award bookings)
- September 11th Security Fee: A September 11th Security Fee of \$5.60 applies per enplanement originating at a U.S. airport up to \$10 per round trip.
- Domestic Segment Tax: A segment tax of \$4.00 per U.S. domestic flight segment (a flight segment is defined as one takeoff and landing) (except for award bookings)
- Passenger Facility Charges: Up to \$18 per round trip per customer in local airport charges (except for award bookings)

The following carrier fees apply to your domestic air travel (except for award bookings):

- Passenger Usage Fee: Passenger Usage Fee of \$18.99 per one way travel per traveling customer applies to most reservations. A lower fee of \$8.99 may apply to certain discount fares. No fee applies to bookings completed at Spirit Airlines' airport locations
- Unintended Consequences of DOT Regulations Fee: Unintended Consequences of DOT Regulations Fee of \$7.00 per one way travel per traveling customer applies to most reservations. No fee will apply to certain discount fares

International Air Travel (including Puerto Rico and the U.S. Virgin Islands)

Quoted fare includes the base fare plus any applicable taxes, fees, and surcharges. The following government taxes and fees apply to your international air travel:

- International arrival/departure tax of \$17.50 for each arrival and departure to and from the U.S. (except for award bookings)
- September 11th Security Fee: A September 11th Security Fee of \$5.60 applies per enplanement originating at a U.S. airport up to \$10 per roundtrip
- APHIS User Fee of up to \$5.00 per traveling customer upon arrival to the U.S.
- Immigration User Fee of up to \$7.00 per traveling customer upon arrival to the U.S.
- Customs User Fee of up to \$5.50 per traveling customer upon arrival to the U.S.
- Passenger Facility Charges: Up to \$9.00 each way per traveling customer for departures from certain U.S. airports (except for award bookings)
- Non-U.S. government taxes and fees
- Certain foreign countries may charge additional taxes and fees that are collected directly by the local government or competent airport authority upon arrival or departure

The following carrier fees apply to your international air travel (except for award bookings):

- Passenger Usage Fee: Passenger Usage Fee of \$18.99 per one way travel per traveling customer applies to most international reservations excluding bookings completed at Spirit Airlines' airport locations as well as certain bookings to Colombia originating outside Colombia. A lower fee of \$8.99 may apply to certain discount fares
- Unintended Consequences of DOT Regulations Fee: Unintended Consequences of DOT Regulations Fee of \$7.00 per one way travel per traveling customer applies to most international reservations. No fee will apply to certain discount fares

All Air Travel

- Most fares include Fuel Pass Through
- All fares are subject to change until purchased
- Subject to certain exceptions and/or restrictions set forth in Spirit Airlines' Contract of Carriage, all reservations are non-refundable and non-transferable. Refunds are allowed for reservations made 7 days or more prior to departure and provided that a refund request is made within 24 hours of initial reservation. Changes or cancellations made to itineraries will be subject to change fees, any fare differential, any differences in government taxes and fees and, with the exception of fees for carry-on bags and first and second checked-in bags, any difference in carrier's ancillary charges.
- For a complete list of rules and regulations please refer to Spirit Airlines' Contract of Carriage

Packages/Car Rentals

Rates include flight and hotel taxes and fees. Additional mandatory resort fees may be charged directly by the hotel. Car rental rates do not include taxes, airport fees, insurance, options, underage driver charges (if applicable) or fuel costs, all of which must be paid directly to the rental car company and are subject to change by each individual State and/or location.

Other Fees

Additional charges for baggage , advance seat assignments and any changes, apply only if you add these options.

Advice to Passengers

- Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person.
- A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124).
- Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.
- There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact your airline representative.
- E-cigarettes and related devices are permitted only in carry-on baggage. Spirit prohibits the use of such items aboard its aircraft. E-cigarettes and related devices are not permitted in checked baggage.