

## **\$9 Fare Club Terms and Conditions**

Membership in the Spirit Airlines, Inc. ("Spirit") \$9 Fare Club (the "Club") is conditioned on acceptance by you ("Member") of the terms and conditions contained herein (the "Agreement"). By enrolling in the Club or using or continuing to use the benefits of the Club, the Member is deemed to have agreed to all such terms and conditions of the Agreement.

### **Section 1. Eligibility and Enrollment.**

1.1. Members may enroll in the Club through the manual enrollment page indicating their desire to join the Club or by enrolling in the Club while purchasing a ticket through the spirit.com website (the "Site"). All Club Members must be enrolled in the FREE SPIRIT frequent flier program. If a Member is not enrolled in the FREE SPIRIT frequent flier program when enrolling in the Club, the Member agrees to be automatically enrolled in the FREE SPIRIT frequent flier program and to be bound by the FREE SPIRIT terms and conditions.

1.2. Members shall provide and maintain accurate and true personal information when applying for Club membership or using any Club benefits. Failure to do so may invalidate Membership in the Club and any subsequent fare purchase at Spirit's sole discretion. It is each Member's responsibility to update personal information via the Site within the Member's FREE SPIRIT Account Profile through this page: [Free Spirit Profile](#)

1.3. A Member may cancel his or her membership in the Club at any time by selecting the unsubscribe option within their FREE SPIRIT account profile or by notifying Spirit in writing at the address at the bottom of this page. Cancellations by mail will take approximately 4 to 6 weeks to become effective.

1.4. Membership in the Club is non-transferable. Only Members may use the benefits of membership in the Club. Members must promptly notify Spirit upon becoming aware of any unauthorized use of Club membership.

1.5. Dual memberships occur when members hold both Paid and Complimentary memberships. Paid memberships will continue and renew based on original membership terms, unless otherwise cancelled. No refunds, credits, or extensions will be granted for Dual memberships.

### **Section 2.**

2.1. Club Members will have access to book special fares on Spirit not available to non-members. Membership in the Club does not guarantee availability of special fares.

2.2 All promotions, fares, and any other special offers whether through Spirit or any of its partners/affiliates are subject to the terms and conditions specifically pertaining to that offer.

2.3. Members must always be one of the customers traveling when booking a special fare.

2.4. A Member may not purchase tickets for resale.

2.5. Changes to a Member's ticketed itinerary will be processed at the current change fee(s) in effect for Spirit plus any difference in airfare for the alternate requested date(s) or flight(s) .

### **Section 3. Payment.**

3.1. Upon Annual enrollment, each Member will be charged a fee of \$59.95.

3.2. Upon Trial enrollment, which can only be purchased in conjunction with a reservation purchased at spirit.com, each Member will be charged a fee of \$19.95, with benefits beginning on their next reservation.

3.3. Enrollment (both Annual and/or Trial) fees are non-refundable, notwithstanding Member's cancellation of membership in the Club.

3.4. 60 days after Trial enrollment in the Club, and on each anniversary thereafter, Members will be automatically charged an annual fee of \$69.95 for membership in the Club. Such annual fees are non-refundable, notwithstanding Member's cancellation of membership in the Club.

3.5. One (1) year after Annual enrollment in the Club, and on each anniversary thereafter, Members will be automatically charged an annual fee of \$69.95 for membership in the Club. Such annual fees are non-

refundable, notwithstanding Member's cancellation of membership in the Club.

3.6. Initial or renewal membership fees are subject to change by Spirit at any time without notice to the Member. Any increase in the annual membership fee will take effect upon renewal of a Member's membership.

3.7. A Member will not be entitled to any refund of any membership fees upon cancellation of membership in the Club.

3.8. Once a Member cancels their membership, Membership cannot be reinstated; Member must sign up again and pay the applicable enrollment fee to receive Club benefits.

#### **Section 4. Membership Term and Renewal.**

4.1. Memberships will automatically renew upon expiration if Member has not cancelled prior to their renewal date. The renewal charge will be assessed to the applicable credit card on file. Spirit may, without prior notice, update customers' credit card information via automatic account or billing updater programs offered by authorized third parties. Moreover, Spirit will attempt to, but is not obligated to, notify current Members at the email address provided in the Member's profile prior to charging annual fees on any of Member's credit card on file provided that Spirit shall not be responsible for any lost, misdirected, bounced, or late delivery of any email sent by Spirit.

4.2. Trial membership is effective for 60 days, or such other period set within the Member's original enrollment terms (the "Trial Term").

4.3. Membership will automatically renew to another annual membership unless Member either cancels his or her membership by unsubscribing within their FREE SPIRIT account profile or contact Spirit to cancel in writing at the address specified below. Cancellations by mail will take approximately 4 to 6 weeks to become effective.

4.4. Recurring Membership is effective for a period of twelve months following the end of the Trial Term, and twelve months following the renewal date in subsequent years.

4.5. Spirit reserves the right to cancel or suspend membership at its sole discretion for any reason.

#### **Section 5. Privacy.**

Spirit is respectful of each Member's privacy. The Site contains our full and current privacy policy. View the full privacy policy [here](#).

#### **Section 6. Liability.**

6.1. Spirit accepts no liability for any losses or claims arising from any inability to access the Site or any failure to complete a transaction.

6.2. 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 Member's reliance upon the information and suggestions provided by Spirit hereunder and the resulting supply of goods and services to a Member by any third party.

6.3. Spirit shall have no liability to a Member for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by a Member which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of Member.

6.4. Spirit shall not be liable to any Member or any other party 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.

6.5. Spirit will not be responsible for lost, misdirected, bounced, or late delivery of sale information delivered via email.

6.6. Under no circumstances shall Spirit's liability exceed any Member's current membership fee and under no circumstances shall Spirit be liable for a Member's incidental or consequential damages.

6.7. 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 Member may acquire from the

use of the Site or from any supplier site.  
6.8. This section applies only to the extent permitted by law.

### **Section 7. Changes to Agreement.**

Spirit may amend the terms and conditions of this Agreement from time to time. Except as otherwise determined by Spirit, all amended terms shall automatically be effective 30 days after they are initially posted on the Site. Additionally, Spirit may, but is not obligated to, attempt to notify Members of any amendments to the terms and conditions of this Agreement via email or U.S. mail.

### **Section 8. Copyright and Trademarks.**

8.1. 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 Member's personal use. Member may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information obtained from this Site.

8.2. All trademarks, product names and company names and logos appearing on this Site are the property of their respective owners.

### **Section 9. Miscellaneous.**

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

9.2. Member agrees that no joint venture, partnership, employment, or agency relationship exists between you and Spirit as a result of this Agreement or use of this Site.

9.3. The English language terms and conditions on spirit.com will be the controlling terms and conditions of this Agreement.

9.4. By agreeing to these terms and conditions, you are agreeing to receive all Club emails sent from Spirit. If you cancel your membership in the Club, this will stop all Club emails from being sent to you effective immediately. This is the only way to stop receiving Club emails. If you select not to receive other promotional emails from Spirit but are still enrolled in the Club, you will no longer receive any other emails from Spirit except those regarding the Club.

9.5. This Agreement will be governed by and construed in accordance with the laws of the United States of America and the State of Florida without regard to conflict of law principles or law. It is agreed that any dispute hereunder will be subject to the exclusive jurisdiction of the federal or state courts having jurisdiction over Miramar, Florida and the courts of appeal therefrom with any claim for lack of jurisdiction or forum non conveniens being waived. No complaint may be filed by Member unless Member will have first submitted his/her claim in writing to Spirit by registered mail not less than sixty (60) days prior to such filing. All right to trial by jury in any action, proceeding or counterclaim arising out of or in connection with this Agreement is irrevocably waived. Any case brought pursuant to this Agreement must be brought in a party's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

9.6. These Terms and Conditions and any other terms referenced herein, shall constitute the entire agreement between you and Spirit.

9.7. Any rights not expressly granted herein are reserved.

If you have any questions or comments, please contact us at:

Spirit Airlines, Inc.  
Attn: FREE SPIRIT Member Services  
2800 Executive Way  
Miramar, FL 33025

24 MAY 2018