

General Terms and Conditions of Services

These general terms and conditions (hereinafter referred to as the “**General Terms and Conditions**”) govern the contractual relationship between SOSTRAVEL.COM S.p.A. (Tax ID, VAT registration number in the Roma companies register 03624170126 and REA no. RM - 1683616), with its registered office in Viale Europa 98 , 00144 - Roma (RM) - Italy (holder of the license to operate as a travel agency and online tour operator, issued by the Municipality of Rome, n. 76987) other contacts available directly on the Site (“**SosTravel**” or the “**Company**”), and the Customer regarding the provision of services as described below.

SECTION I - GENERAL CONDITIONS

1. Definitions

1.1 The terms below have the following meaning:

- **Airport of Redelivery:** has the meaning set out in Clause 4.3 below.
- **Active Tracking:** has the meaning set out in Article 4.4. of the General Terms and Conditions.
- **Baggage:** means the baggage for which the Customer purchases the Services, excluding its contents.
- **Baggage Redelivery:** has the meaning set forth in Article 4.3 below.
- **Baggage Tag:** indicates the Baggage identification code issued to the Customer at check-in by the airline.
- **Baggage Tracing:** has the meaning set out in Article 4.3 below.
- **Carrier Compensation:** shall mean the amount of money paid by the air carrier to the Customer in the event of Permanent Loss of Baggage.
- **Customer:** means the person who purchases or uses the Services .
- **Customer Care:** refers to SosTravel's 24/7 customer service, available by phone at +39 0691511041 (Italy); +33 170615702 (France); +35 1300505951 (Portugal); +41 435507016 (Switzerland); +1 514 3126536 (Canada); +420 2 96249100 (Czech Republic); +48 22 2662454 (Poland); +1 786 4143370 (USA), and by e-mail at customercare@sostravel.com.
- **Delayed Redelivery of Baggage:** has the meaning set forth in Article 6.2(i) below.
- **General Conditions:** means the general conditions of the Services set out below.
- **Lost Luggage Concierge Service (also referred to as Baggage no problem):** means the Service described in Article 4.

- **Online Stores:** means the e-commerce pages available on the Site and/or on the sites of SosTravel's authorised resellers, where the Customer can purchase the Services online, included Tour Operator , Travel Agencies and Companies.
- **P.I.R.:** "property irregularity report" form to be filled in at the lost&found office at the destination airport.
- **Procedure:** means the procedure for claiming the Guarantee described in Article 10 of the General Conditions.
- **Quitclaim Form:** has the meaning set out in Article 10.2 below.
- **Request for Payment:** has the meaning set forth in Article 10.1(iv) below.
- **Services:** means the Services described below in Section II.
- **Service Guarantee :** has the meaning set out in Article 6.1 below.
- **Service Guarantee Form :** has the meaning set out in Article 10.1 (v) below.
- **SosTravel:** indicates the company SosTravel.com S.p.A. (C.F, P.IVA and VAT number and registration number with the Varese Companies' Register 03624170126 and REA n. VA - 366690), with registered office in Viale Europa 98, 00144 - Rome (RM) - Italy (holder of the licence to operate as a travel agency and on-line tour operator, issued by the Municipality of Rome, n. 76987).
- **Website** means *the* SosTravel website available at the link <https://www.sostravel.com/>.
- **Withdrawal Period:** has the meaning set out in Article 11.1 below.

2. Services

- 2.1 The company is active in digital tourism and provides travelers assistance and information services. The company is also a world leader in the service of tracing lost flight luggage and acts as an intermediary in brokering the sale of travel packages along with other tourist-related services.
- 2.2 Specifically, the Company is offers the following Services:
 - (a) **Lost Luggage Concierge Service (also defined as Baggage no problem),** sold and provided directly by SosTravel;

3. Currency and fees

- 3.1 The fees for the Services are expressed in the currency of the country where the Service is purchased.
- 3.2 The service guarantee amount will be issued in the same currency the Customer used for the Service purchase. Specifically, if the purchase was made in EUR (Euros) or CAD (Canadian Dollars), the service guarantee amount will also be issued in the

corresponding currency. Should the Service be purchased in a currency other than EUR or CAD, the Service Guarantee will be issued in EUR.

SECTION II - GENERAL CONDITIONS OF SERVICES

4. **Lost Luggage Concierge Service (also called Baggage no problem)**

4.1 With the Lost Luggage Concierge Service, SosTravel undertakes, in case of non-delivery, at the destination airport, of the Baggage checked in by the Customer in case of an air flight ("**Non-Delivery**") to

(a) trace the non-delivered Baggage and cause it to be returned within 48 (forty-eight) hours from the moment SosTravel is notified of the Non-Delivery, as detailed in Article 10.1(iii) below;

(b) to provide active tracing of non-delivered Baggage, by transmitting to the Customer - via Customer Care - information on the status of the Baggage tracing process, through phone calls, SMS, e-mails ("**Active Tracking**");

(c) actively interact with the dedicated SITA World Tracer portal and airport handlers and access the information generated by them regarding the movement of Baggage(s), in order to streamline the Baggage redelivery process.

4.2 The tracing of the non-delivered Baggage consists of (i) the change of status (from "non delivered" to "traced"), communicated to the Customer, of the Baggage for which the Lost Luggage Concierge Service has been activated and (ii) the related communication by the Company informing the Customer of its discovery (the "**Baggage Tracing**").

4.3 The return of non-delivered and traced Baggage (the "**Baggage Redelivery**") consists of the return of the Baggage for which the Lost Luggage Concierge Service has been activated either (the "**Place of Redelivery**"): (i) at the airport indicated by you in the P.I.R. or (ii) at a different address indicated by the Customer in the P.I.R. provided, however, that it is located on the mainland (i.e. excluding islands and ships etc.) and within a radius of 100 linear kilometers by air from the nearest airport.

4.4 The search and tracing of the Baggage and any further obligation of SosTravel shall, in any event, terminate 21 (twenty-one) days after the Non-Delivery of the Baggage.

4.5 The Service is nominative and not transferable to third parties.

5. **Purchase and activation of the Lost Luggage Concierge Service**

5.1 The Service can be purchased in Online Stores (Tour Operators , Travel Agencies and Companies) and it is automatically activated.

5.2 The Service must be purchased prior to flight's departure, and the cost refers to a

single piece of Baggage for a single flight (the definition of a single flight also includes a technical stopover ⁽¹⁾). It is possible to purchase the Service for more than one flight or more than one piece of Baggage.

6. SERVICE GUARANTEE

- 6.1** In the event that the Customer the Baggage is not delivered within 48 hours after informing SosTravel of the Non-Delivery of the Baggage, SosTravel shall be obliged to pay to the Customer, as Service Guarantee , a sum of money quantified in accordance with Articles and 8 of the General Conditions (the "**Service Guarantee**"), specifically excluding compensation for any further damage.
- 6.2** The Service Guarantee is recognised:
- (i) if the Baggage is redelivered more than 48 (forty-eight) hours after the moment the Non-Delivery of the Baggage is reported to SosTravel but not later than the 21st (twenty-first) day from the date of Non-Delivery of the Baggage ("**Delayed Delivery**"), or
 - (ii) in case of the failure to deliver the Baggage within 21 (twenty-one) days from the date of notification to SosTravel of the Non-Delivery of the same ("**Definitive Loss**"). Please note that once 21 (twenty-one) days have elapsed from the date of Non-Delivery of the Baggage, the Company will suspend tracking.
- 6.3** It is agreed between the Parties that (a) if the Customer nonetheless obtains delivery of the non-delivered Baggage after the 21st day from the date of Non-Delivery, the Customer shall only be entitled to obtain payment of the Delayed Delivery service guarantee and not the Definitive Loss service guarantee ; (b) the Delayed Delivery Service Guarantee shall not be aggregated with the Definitive Loss Service Guarantee.
- 6.4** The Company's obligation to pay the Service Guarantee is subject to the following requirements:
- (i) Baggage must have been checked in and handed over to authorized airport personnel who provide a Baggage Tag;
 - (ii) the Customer must have properly notified Customer Care and followed the Procedure specified in Article 10 of the General Terms and Conditions;
 - (iii) the Customer must have provided adequate documentation of the date of Non-Delivery of the Baggage and the date on which the Baggage was re-delivered

⁽¹⁾ For example, when travelling from Milan to New York with a technical stopover in Frankfurt, the Service is valid from Milan to New York.

and of the payment of the Carrier's Compensation, if any;

(iv) Late Delivery and/or Non-Delivery of Baggage must not be attributable to the Customer.

6.5 The Customer's right to compensation for damages in addition to the Service Guarantee is expressly excluded (for example, for the expenses incurred for the purchase of goods and any other expenses or for the inconvenience resulting from the Non-Delivery of Baggage). The Service Guarantee has the dual function of dispensing the Customer from proving the amount of the damage suffered and of limiting the maximum amount of compensation for contractual liability owed by the Company. In case of Delayed Delivery of Baggage and Definitive Loss of Baggage, the Service Guarantee extinguishes all obligations of SosTravel, which is not obliged to pay any additional sum or goods.

7. EXCLUSIONS AND DISCLAIMERS.

7.1 The Service Guarantee shall not be due if the Non-Delivery of the Baggage is attributable to the Customer's willful misconduct or negligence (by way of example, if the Customer loses or abandons the Baggage at the destination airport).

7.2 The Company does not guarantee the return of non-delivered Baggage or its contents.

THE LOST LUGGAGE CONCIERGE SERVICE IS NOT AN INSURANCE AND DOES NOT REPLACE ANY TRAVEL INSURANCE.

8. Delayed Redelivery of Baggage

8.1 The Service Guarantee paid by the Company shall be equal to:

(i) 100.00 EUR, USD or CAD, in the case of direct flights, or

(ii) 50.00 EUR USD or CAD, in the case of flights with a stopover,

for each day of Delayed Baggage Check but up to a maximum of ten (10) days of Delayed Redelivery of the Baggage.

The 10 day maximum Service Guarantee period indicated above starts 48 hours after SosTravel has been informed of the Non-Delivery of the Baggage but cannot exceed 21 days after the Baggage has not been delivered.

In any event, the Service Guarantee per Baggage may not exceed the maximum, aggregate, all-inclusive and *one-time maximum of:*

(i) 1,000.00 EUR, USD or CAD, per direct flight, or

(ii) 500.00 EUR, USD or CAD per flight with stopover.

For instance, if the baggage fails to be delivered on 1 December, notification to

SosTravel is required by 2 December; the Company starts searching for the non-delivered baggage from the date and time the PIR is filed; the Customer is entitled to 100 EUR or 50 EUR for each day of non-delivery of baggage for a maximum of 10 days starting from 4 December (i.e., 48 hours from 2 December, the time the PIR is filed) until 14 December (i.e., 10 days from 4 December), assuming that the baggage is reclaimed on 20 December.

9. Definitive Loss of Baggage

9.1 In the case of Definitive Loss of Baggage, i.e., failure to trace the Baggage within 21 (twenty-one) days after the Baggage received the Non-Delivery status and has not re-delivered, the amount of the Service Guarantee paid by the Company (**in lieu of the** Service Guarantee provided for in Article 8) shall be equal to 60% of the Carrier's Compensation (being the amount of money paid by the air carrier to the Customer in the case of Definitive Loss of Baggage). In any event, the Service Guarantee shall not exceed the maximum, aggregate, all-inclusive and *one-time maximum* of 4,000.00 EUR, USD or CAD per Baggage. For instance:

- (i) if the Carrier's Indemnity is €4,000.00, the Service Guarantee paid by the Company will be €2,400.00;
- (ii) if the Carrier's Indemnity is equal to or greater than €6,666.00, the Service Guarantee paid by the Company will be €4,000.00;
- (iii) if the airline does not pay any Carrier's Compensation, SosTravel will also not pay any Service Guarantee or other form of compensation.

9.2 In the event of Definitive Loss of Baggage, the Company's obligation to pay the Service Guarantee is subject to the following additional requirements in addition to the requirements listed in Article 8.4:

- (i) the Customer must have already received the Carrier's Compensation and must have provided adequate documentation of the payment of the Carrier's Compensation and its amount;
- (ii) the Customer must not have already received the Service Guarantee Fees for two additional Loss of Baggage events that occurred in the three-year period preceding the Request for Payment.

9.3 If the Customer has already been paid the Delayed Delivery Service Guarantee and subsequently, for the same event of Non-Delivery of the Baggage, the Definitive Loss of Baggage Service Guarantee is recognised, the amount due shall be deducted from the amount already obtained by the Customer as Delayed Delivery Service Guarantee, as **Service Guarantee amounts are not cumulative.**

10. Procedure for requesting the Service Guarantee

10.1 In the event of Non-Delivery of Baggage, the Customer shall follow the following procedure:

- (i) **Completion of the PIR form at the lost&found office**: the Customer must go immediately to the lost&found office at the destination airport and complete the so-called PIR form before leaving the airport, also indicating the Place of Return. Immediately upon noticing the Non-Delivery, the Customer must visit the lost&found office at the destination airport to fill out the Property Irregularity Report (PIR) form, indicating the Place of Redelivery.
- (ii) Notification **to the air carrier**: after completing the PIR, the Customer shall notify the airline of the Baggage Non-Delivery in order to initiate the necessary procedures to obtain the Carrier's compensation.
- (iii) **Informing SosTravel: Immediately after having filled in the P.I.R. form and not later than 24 hours from landing**, the Customer must inform SosTravel of the Non-Delivery of the Baggage, by telephone call, SMS or e-mail to Customer Care, providing the PIR data and any documentation requested by the Company. From that date the 48 hours for the redelivery of the Baggage begin.
- (iv) **Request of payment of the Service Guarantee to SosTravel within the terms provided**: the Customer is obliged - **within and not later than 21 (twenty-one) days from the expiry of the 48 hour period from the date of the Information to SosTravel** - to contact by e-mail SosTravel Customer Care and forward the request for payment of the Service Guarantee (the "**Request for Payment**") relating to the Delayed Delivery **or** the Definitive Loss of Baggage.
- (v) **Service Guarantee Form**: following the sending of the Request for Payment within the 21 days indicated above, the Customer will receive by e-mail from Customer Care a form (the "**Service Guarantee Form**"), which must be duly completed and signed by the Customer.
- (vi) **Sending of documents**: the Customer shall be required to send an electronic copy of each of the following documents by e-mail to Customer Care:
 - valid identity document of the Customer;
 - airline ticket and Baggage Tag issued by the airline;
 - P.I.R. prepared by the airport's lost&found office;
 - Service Guarantee form duly completed and signed;
 - appropriate documentation:
 - (a) the date of the Redelivery of the Baggage;

(b) receipt from the airline indicating the amount of Carrier's Compensation and bank transfer or other evidence of payment of Carrier's Compensation by the airline.

- 10.2** Upon document receipt, Customer Care will verify adherence to General Terms and Conditions and check for discrepancies. If verified positively, Customer Care will email a quitclaim form ("**Quitclaim Form**") to the Customer, who must return a signed copy. Service Guarantee Payment will proceed only upon receipt of the signed Quitclaim Form.
- 10.3** Should the Customer fail to submit the required documents within 6 (six) months of receiving the Service Guarantee Form via email, or any delays in processing not attributable to SosTravel occur, the Service Guarantee Payment request will be closed without obligation on the Company's part to make any payment.
- 10.4** For additional information about the Procedure, Customers are encouraged to contact Customer Care using the provided contact details.

SECTION III - FINAL PROVISIONS

11. Right of Withdrawal for Customers

- 11.1** The Customer, in the case of purchasing Services on the Online Shops, in accordance with the regulatory provisions regarding distance contracts and contracts negotiated away from business premises, can exercise the right of withdrawal in the form and manner set out in articles 52 et seq. of Legislative Decree 206/2005 (Italian Consumer Code) within a period of 14 (fourteen) days from the date of purchase of the Services (the "**Withdrawal Period**"). Specifically, the Customer must send a written communication by mail to the attention of Customer Care office : customercare@sostravel.com expressly stating their wish to withdraw from the purchased paid Service.
- 11.2** SosTravel shall refund within 14 (fourteen) days from the date of receipt of the withdrawal request, any payments made by the Customer by the same means used by the same, unless otherwise stated. If during the Withdrawal Period the Customer has used the purchased Services he/she shall not be entitled to any refund.

12. Amendments to Contracts and Services

- 12.1** SosTravel reserves the right to modify these General Terms and Conditions and introduce new or additional terms concerning the use of the Apps, Site, or Online Stores at any time. Such changes, upon acceptance by the Customer, become effective immediately and will be incorporated into these General Terms and

Conditions. In the event that the Customer refuses to accept such changes, SosTravel shall be entitled to terminate the contract without penalty.

- 12.2** SosTravel reserves the right at any time and from time to time to modify the Services and more generally the content of the Apps and/or the Site and/or the Online Stores.

13. Suspension of Services

- 13.1** The Company strives to ensure the highest possible level of continuous availability of the Services. However, SosTravel reserves the right to modify, suspend or discontinue the Services (or any part or content thereof) at any time and without notice and the Company shall not be liable to the Customer should it decide to exercise such right. To the extent possible, SosTravel shall notify the Customer in advance of such modification, suspension or discontinuance of the Service(s). Termination of the Service shall not affect Services that the Customer has already acquired.

14. Disclaimer of Warranty and Limitation of Liability

- 14.1** The Company will provide the Services with reasonable care and diligence. SosTravel does not guarantee that the Services will be available at all times, secure or error-free or that the results of their use will meet the needs of the Customer. SosTravel, therefore, makes no warranty as to the results that are expected, hoped for or obtained by the Customer .

15. Intellectual Property

- 15.1** The Customer acknowledges that the Services, including but not limited to the graphics, user interfaces and software utilized in the provision of the Services, contain information and materials that are proprietary to SosTravel and/or its business partners and are protected by intellectual property laws and other relevant legislation. The Customer agrees not to use such proprietary information or materials in any manner whatsoever except for use of the Services for personal, non-commercial use in accordance with these Terms and Conditions. No part of the Services may be reproduced in any form or by any means, except as expressly permitted by these General Terms. The Customer also agrees not to modify, rent, lend, sell or distribute the Services in any way, and not to exploit the Services in any way that is not expressly authorised.
- 15.2** The name of SosTravel and any other business partner of the Company used in

connection with the Services are all trademarks or registered trademarks. The Customer is not granted any right or licence in respect of any such trademarks, whether figurative or named.

16. Termination and Restrictions in the event of Breach of these General Terms by the Customer

- 16.1** SosTravel reserves the unequivocal right, at its sole discretion and without waiving any other rights, without the need for any notice of breach and without any liability to the Customer, to immediately block the Customer's Account and/or subscriptions activated by the Customer or to restrict, in whole or in part, the Customer's use of the Account and the Services, if the Customer is in serious breach of these General Terms and Conditions.

17. Applicable Law and Jurisdiction

- 17.1** These General Terms and Conditions shall be governed by and construed in accordance with the laws of Italy.
- 17.2** For any disputes arising from or related to these General Terms and Conditions, the courts of the Customer's habitual residence shall have the jurisdiction.

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