

GENERAL CONDITIONS OF CONTRACT

These general conditions of contract (hereinafter referred to as the “**General Conditions**”) govern the relationship between sostravel.com S.p.A. (hereinafter referred to as “**sostravel**” or “**Company**”) and the customer (hereinafter referred to as the “**User**”)

- the granting of a non-transferable and non-exclusive licence for the use of the APP;
- the supply of free and/or fee-based services offered by sostravel through the APP, as described below.

Definitions

For the purposes of these General Conditions, the terms indicated below in bold have the following meaning.

APP:	This means sostravel’s mobile application for iOS and Android systems, the relevant software, and all its subsequent developments, updates and/or changes.
Baggage:	any container treated with the Lost Luggage Concierge Service offered by sostravel, with the exclusion of the contents contained therein.
General Conditions:	these general conditions of contract, accepted by the User when their account is registered on the APP.
Customer Care:	the sostravel team which provides the Lost Luggage Concierge Service in the following languages: Italian, French, English, Spanish, Portuguese, Russian.
Damaging events:	this means the Delayed Baggage Tracing and/or the Loss of Baggage.
Airline Compensation:	the sum awarded to the User by the Airline in the event of Loss of Baggage.
Non-Delivery of Baggage:	the non-delivery of the Baggage on arrival at the destination.
Receipt Form:	the meaning is indicated in section 3.3.4.
Claims Form:	the meaning is indicated in section 3.3.4.
Penalty Form:	the meaning is indicated in section 3.2.1.
Withdrawal Period:	the meaning is indicated in section 7.1
PIR:	case number issued to the User by the Lost & Found Office at the destination airport in the event of Non-Delivery of Baggage:
Complaints Procedure:	this means the Procedure which the User is required to follow in the event of Non-Delivery of Baggage
Compensation Claim:	this has the meaning referred to in section 3.3.3.
Delayed Baggage Tracing:	this means the finding of the Baggage after the period of 48 (forty-eight) hours starting from the filing of a report.
Services:	the services offered to the User by sostravel through the APP, as detailed in section 2.2.
Loss of Baggage:	this means the failure to find the baggage within 21 (twenty-one) days from the Non-Delivery of Baggage.
Sostravel or Company:	sostravel.com S.p.A., with registered office at via Marsala 34/A, Gallarate (VA), registered in Varese Companies Register under no. 03624170126 and in the Economic Administrative Register (REA) under no. 366690.
Tag:	identification code of the baggage issued by the airline to the User at the time of check-in.
Active Tracking:	The active Baggage tracing service (Tracking) allows the User to have information, once a complaint has been filed, on the status of the tracing process, on the location and movement of the Baggage, by email, SMS or notifications on the APP or via the web.
User:	any party which has downloaded the APP onto their mobile device and who uses the Services offered by sostravel and described in these General Conditions.

Art. 1 – Activation of the APP and creation of an account

- 1.1 The User may download the APP for free from the Apple Store (iOS version), from Google Play (Android version) or Huawei AppGallery.(Android version).
- 1.2 To be able to use the services offered through the APP, the User is required to register their profile and create an *account* using the form provided by sostravel and providing, inter alia, the following information: first name and surname, date of birth, mobile phone number and valid email address. The personal data shared by the User shall be stored in a specific database managed by sostravel. All the personal data provided by the Users during the installation and/or use of the APP shall be processed by sostravel in accordance with the privacy legislation in force and the privacy notice adopted by the Company.
- 1.3 The User shall be responsible for complying with these General Conditions, which they shall accept in full when they register their *account*.
- 1.4 Use of the APP is permitted solely by those who have a fully functioning mobile device (smartphone or tablet), equipped with a mobile SIM connected to the internet and a full battery and has the device's localisation services activated.
- 1.5 Only Users who have a registered account can make an in-app purchase. Registration is validated after completing the requested information. The User certifies that all the information he provided at the time of purchase (including, but not limited to, personal data and payment data) is current and accurate in all relevant respects.
- 1.6 Registration made to purchase on the sostravel platform is reserved for adults. Any registration made by a minor under the age of eighteen (18) requires the prior authorization of its legal representative.
- 1.7 sostravel reserves the right to immediately close the User's account in the event that the information mentioned at the time of its opening is false.
- 1.8 Once registered, the User has a username and password that allow him to connect to his account. Only the account holder is authorized to log in using the login and password corresponding to that account. The User agrees to keep his password strictly confidential. Therefore, any connection through the User's account is considered to be made by the User himself or with his authorization, unless the User is able to prove otherwise.

Art. 2 – Contents of the APP

- 2.1 The Company organises and manages, through the APP, support services for airport travellers.
- 2.2 In particular, the Company offers the following Services (together hereinafter referred to as the “Services”):
- Lost Luggage Concierge
 - Flight Tracker
 - Airport Info
 - Travel Insurance
- 2.3 By requesting the Services, the User expressly declares that they are aware that the functioning of the APP is dependent upon the degree and level of coverage of the mobile network or WI-FI used and the choice of which is the exclusive responsibility of the User.

Art. 3 – Lost Luggage Concierge Service

- 3.1 *Features of the Lost Luggage Concierge Service*
- 3.1.1 With the Lost Luggage Concierge Service, sostravel undertakes to trace the User’s Baggage in the event of Non-Delivery of Baggage. The service must be purchased before the start of the flight through the APP, is registered in the User’s name and may not be transferred to third parties. The process of tracing the Baggage is managed through Active Tracking service.
- 3.1.2 With the Active Tracking service, Customer Care takes a leading role in supporting the User. The Service is made possible by accessing the information on the movements of the baggage that are generated by the airport handlers and the SITA World Tracer dedicated portal. CustomerCare provides the User with the information on the status of the Baggage tracing process, through telephone calls, SMS, notifications on the APP, emails or through accessing the sostravel web portal. For the Service to be provided properly, in the event of Non-Delivery of Baggage the User must carefully follow the Complaints Procedure and the instructions in the event of Damaging Events referred to in section 3.3 below, providing sostravel with the information and documents requested by the latter.
- 3.1.3 In the event of Non-Delivery of Baggage, sostravel undertakes to track down the Baggage within 48 (forty-eight) hours of a complaint being submitted.
- 3.1.4 The Baggage search and trace operations shall in any case cease 21 (twenty-one) days from the Non- Delivery of Baggage. It is understood that sostravel offers Users support in searching for the Baggage, but it is not responsible for the localisation processes handled by the airlines, or the airport handling companies, nor does it have anything to do with the internal search procedures of these parties. Customer Care is available 24 hours a day seven days a week, offering assistance in Italian, French, English, Spanish, Portuguese and Russian, by calling the following phone numbers: Italy +39 0691511041 , USA +1 305 4347126 , France +33 170615702 , Portugal +35 1300505951, Switzerland +41 435507016 , Canada +1 5143126536 , Poland +48 223906422 , Russia +7 8005517595, Greece+30 2111987504, or by sending an email to: customercare@sostravel.com.

3.2 Penalty Clause

3.2.1 In the event of Damaging Events, sostravel shall pay Users who have purchased, activated and used the Lost Luggage Concierge Service in accordance with the provisions of these General Conditions, a sum of money calculated as set out below by way of a penalty, the right of claim any additional damages being expressly excluded (the “**Penalty**”).

3.2.2 The penalty shall be paid in the event of:

- Delayed Baggage Tracing;
- Loss of Baggage.

3.2.3 In case of delayed tracing of baggage, the penalty will be:

- equal to Euro 100.00 (one hundred / 00) per day for each day following the expiry of the term referred to in paragraph 3.1.3 and until the actual finding of Baggage in the case of direct flights. The Penalty cannot in any case exceed the total sum of Euro 1,000.00 (one thousand / 00), even if more than 10 (ten) days have elapsed from the expiry of the term referred to in paragraph 3.1.3.

- equal to Euro 50.00 (fifty / 00) per day for each day following the expiry of the term referred to in paragraph 3.1.3 and until the actual finding of Baggage in the case of flights with a stopover. The Penalty cannot in any case exceed the total sum of Euro 500.00 (five hundred / 00), even if more than 10 (ten) days have elapsed from the expiry of the term referred to in paragraph 3.1.3.

3.2.4 In case of loss of baggage, the penalty will be paid after the User has received the compensation of the airline and for a sum equal to 60% of this compensation within the maximum overall limit of Euro 4,000.00 (four thousand/00) .

As an example:

- if the compensation paid by the airline is equal to Euro 3,000.00 (three thousand / 00), the penalty the company pays will be equal to Euro 1,800.00 (one thousand eight hundred / 00);
- if the compensation paid by the airline is equal to Euro 4,000.00 (four thousand / 00), the penalty the company pays will be equal to Euro 2,400.00 (two thousand four hundred / 00);
- if the compensation paid by the airline is equal to Euro 10,000.00 (ten thousand / 00), the penalty the company pays will be equal to Euro 4,000.00 (four thousand / 00);
- If the airline does not pay any compensation, sostravel will not pay any Penalty or any other type of compensation.

3.2.5 The right of the User to receive the Penalty is subject to the condition: a) that the Baggage has been registered and handed over at the time of check-in (“baggage tag”) to the authorised airline personnel; b) that, following the Non-Delivery of Baggage, the User has carefully followed the Complaints Procedure and has followed the instructions in the event of Damaging Events described in section 3.3.; c) that, in case of Loss of Baggage, the User has not already received the Penalties due for another two cases of Loss of Baggage occurring in the three-year period prior to the Request for Compensation. In the event of permanent loss of baggage, a penalty will be paid for a maximum limit of two suitcases over the course of three consecutive years.

3.2.6 It is understood between the parties that: a) if the Baggage is nevertheless traced, even after the period referred to in section 3.1.3, the User shall only be entitled to obtain payment of the Penalty for the Delayed Baggage Tracing; b) the Penalty received by the User for the Delayed Baggage Tracing may not be combined with the Penalty for Loss of Baggage.

3.2.7 It is understood that the User shall not be entitled to receive payment of any Penalty or any other type of compensation: a) in the event of failure to follow the Complaints Procedure and the instructions in the event of Damaging Events referred to in section 3.3; b) if, in the case of Delayed Baggage Tracing, the User does not provide a copy of the documentary evidence of the delivery date of the Baggage; c) if, in case of Loss of Baggage, the User has already received the Penalties due for two other cases of Loss of Baggage occurring in the three-year period prior to the Request for Compensation, or should the User fail to provide adequate proof of the payment of the Compensation of the Airline Company and its amount; d) if, in the event of Loss of Baggage, they do not provide suitable proof of payment of the Airline Compensation and of its amount; e) for expenses incurred for purchasing goods and any other expense or inconvenience resulting from any Damaging Event.

3.2.8 The User is expressly excluded from claiming any damages in addition to the Penalty paid to them in accordance with this article, which therefore exempts sostravel from any obligation towards the User as a result of the Damaging Event.

3.3 *Complaints Procedure and Instructions in the event of Damaging Events*

3.3.1 *Reporting Procedure.* In the event of Non-Delivery of Baggage, the User must immediately head to the Lost&Found office at the destination airport and fill in and hand over the PIR form at this office before leaving the airport. After filling in the PIR form, the User must also promptly report the Non-Delivery of Baggage to sostravel by phone, SMS or email to Customer Care, providing the data relating to the PIR form and the any documents requested by sostravel. The period referred to in section 3.1.3 shall begin when the Non-Delivery of Baggage is reported to sostravel.

3.3.2 *Filing a report with the airline.* After filling in the PIR form and reporting the Non-Delivery of Baggage to sostravel, the User must also report the Non-Delivery of Baggage to the airline and take the necessary steps for receiving Airline Compensation.

3.3.3 *Penalty Claim* Within and no later than 21 (twenty-one) days from the expiry of the period indicated in section 3.1.3, the User must send sostravel the penalty payment request (“**Claim for Compensation**”) by contacting sostravel Customer Care by telephone or email.

3.3.4 *Document collection and completion and sending of the Claims Form and Receipt Form.* After sending the Claim for Compensation, the User shall receive by email a pre-completed form containing the data gathered and the instructions to follow to obtain the Penalty (the “**Claims Form**”). The User must enter, in a dedicated section of the SosTravel website or, alternatively, by sending Customer Care an email a copy of the following documents:

- PIR forum completed by the Lost & Found office of the destination airport;
- Flight ticket and/or boarding pass and tag issued by the airline;
- In the event of the Delayed Baggage Tracing, the waybill of the carrier which delivered the Baggage to the User or document issued by the airline when the Baggage is collected at the airport and showing the delivery date of the Baggage;
- in the event of Loss of Baggage, receipt from the airline which indicates the sum of the relevant Compensation together with the bank transfer slip or another proof of payment of the Airline Compensation;
- Signed and duly completed Claims Form ;
- ID Card;
- Proof of purchase

3.3.5 *Collection and Refund Request Release*

The User is required to return a duly completed and signed electronic copy of the Refund Request Release to the company by uploading it in a special section of the sostravel website or by sending it by email (customer@sostravel.com) or fax (unique number: +39 0331 1582452) within 6 (six) months from the approval of the Compensation Request. Upon receipt of the duly completed and signed Claim Form, sostravel will verify its conformity and, if no anomalies are found, will proceed, within and no later than 5 (five) days, to the approval of the Claim Form.

3.3.6 Payment of the Penalty and Time Limits

sostravel will proceed to the payment of the Penalty within and no later than 90 days from the approval of the Request Refund Release.

After 6 (six) months from the opening of the Claim for Compensation, corresponding to the sending of the Claim Form referred to in article 3.3.4, sostravel, in case of non-delivery of the requested documents, or any other delay in the management of the Damage Event not attributable to the Company, the User's Claim for Compensation will be filed and the User will not be entitled to anything.

After 2 (two) months from the approval of the Claim for Compensation, corresponding to the submission of the Claim Form referred to in article 3.3.5, in case of failure to return the duly completed and signed Claim Form, or any other delay in the management of the Harmful Event not attributable to the Company, the User's Claim for Compensation will be filed and the User will not be entitled to anything.

3.4 *Lost Luggage Concierge Service fee and subscription*

3.4.1 The Lost Luggage Concierge Service must be purchased prior to flight departure via the APP and is made available on a “pay-per-use” basis, meaning that you may only purchase the Lost Luggage Concierge Service for a single flight and a single piece of Baggage. If the User wishes to add additional Baggage to the same journey, s/he must pay an additional fee for each additional Baggage at the price indicated in the appropriate section of the APP when purchasing the Service.

3.4.2 The price of the Lost Luggage Concierge Service is that indicated in the relevant section of the APP at the time of its purchase.

Art. 4 – Flight Tracker

4.1 The Flight Tracker allows the User access to useful information on the relevant flights, such as for example the status of the flight, the gate or any gate change, reports of delays/cancellations and the rate of delay for each flight. To receive information on the relevant flights, the User must enter the reference number or indicate the number of the departure or arrival airport, or the city where the airport is located. To be able to activate the notifications the User must save the relevant flights, selecting the types of updates they wish to receive.

4.2 Information on individual flights will be made available for free upon registration by the User in accordance with the provisions of Article 1 above.

Art. 5 – Airport Info Service

5.1 The Airport Info Service allows the User (i) to access useful details on the chosen airport for free (e.g. how to transfer from or to the airport, food services, WI-FI, bus departure and taxi rank) and (ii) to purchase the VIP Lounge and Fast Track access services.

5.2 *VIP Lounge Service.* The VIP Lounge Service allows the User to be able to wait for boarding in a special reserved lounge. Access to the room allows use of the services offered by the lounge operator. The price may vary according to the conditions applied for the Service of each individual airport or by the lounge operator. Once the purchase is made in the relevant section of the APP and payment is confirmed, the User shall receive at their email address an email containing a code which they must show the VIP Lounge personnel when they access the lounge together with a valid flight ticket and/or boarding card. The code generated is in the name of the User and may not be transferred to third parties. The VIP Lounge Service is available as a single admission, at the price indicated when it is purchased through the APP. sostravel is not liable for any disputes or claims which arise between the User and the VIP lounge operator, nor for any loss, cost, damage or expense borne within the VIP lounge.

5.3 *Fast Track Service.* The Fast Track Service grants the User priority access to the security checks at sostravel-affiliated airports. The User is required to comply with security rules in force at the airport and with the policy of the airline in relation to the transportation of hand luggage and shall therefore be subject to the

relevant checks. sostravel shall in no event be held liable (i) in the event a flight is missed due to arriving at the gate late and (ii) in the event the User is denied access to the boarding area due to failure to comply with the airline's security rules and hand luggage policy. When the Fast Track Service is purchased a pass shall be generated which the User shall receive by email. The passes are provided by the company U-First, which has its registered office at Via Giovanni Amendola 46, Rome (tax code and VAT no. 12753241004). The email addresses and personal data shared by the Users when they register with the APP shall be transmitted by sostravel to U-First when they purchase the Fast Track Service to be able to allow U-First to activate the Service. From this communication U-First shall be the personal data controller. The pass generated by activating the Fast Track Service is in the name of the User and may not be transferred to third parties. The Service is available as a one-off purchase, at the price indicated when it is purchased through the APP.

Art. 6 – Travel Insurance Service

- 6.1 The Travel Insurance Service allows Users to access, through the APP, the website of IMA Italia Assistance S.p.A. - with registered office at Piazza Montanelli 20, Sesto San Giovanni (MI) (tax code and VAT no.: 02069150956), a company authorised to sell multi-risk travel insurance policies - to purchase, also through remote communication means, flight insurance cover and products.
- 6.2 In relation to the Travel Insurance Service, sostravel will not act as an agent, intermediary and/or party to the insurance contract in any way and, therefore, Ima Italia Assistance S.p.A. shall at all times be solely responsible for taking care of the pre-contractual information obligations, the risk pricing and estimation obligations, the completion of the insurance contract, the payment and collection of the premium, the issue of policy documents and, in general, the performance of the insurance contract. Reference should therefore be made to the general conditions applied by Ima Italia Assistance S.p.A. and published on the website www.imaway.it.
- 6.3 The website www.imaway.it is not under the control of sostravel, which therefore does not assume any responsibility for the contents of that website. The website www.imaway.it is the property of Ima Italia Assistance S.p.A., which manages it, and sostravel is therefore unable to ensure that the User is satisfied by the products, services or procedures of the insurance company. It is therefore important that the User makes all the checks they deem necessary before entering into a transaction with Ima Italia Assistance S.p.A.

Art. 7 – Withdrawal of the User

- 7.1 In accordance with the provisions relating to remote contacts and contracts negotiated outside of commercial premises, the User may exercise the right to withdrawal from the contract in the manner and according to the procedures referred to in article 52 and subsequent articles of Legislative Decree 206/2005 (Consumer Code) within 14 (fourteen) days from the purchase date of the Services (the “Withdrawal Period”). More specifically, the User must send a written notice by registered delivery letter with return receipt to the attention of sostravel.com S.p.A. Customer Care Office, via Olona 183/G - 21013 Gallarate (VA), Italy or by fax to the single number: +39 0331 1582452, clearly indicating that they wish to terminate the purchased fee-based Service. sostravel shall reimburse, within 14 (fourteen) days from the receipt of the withdrawal request, any payments made by the User in the same manner used by the latter, unless otherwise indicated. If during the Withdrawal Period the User has used the Services purchased s/he shall not be entitled to any reimbursement.

Art. 8 – Changes to the contract and services

- 8.1 sostravel reserves the right at any time to amend these General Conditions and to add new or additional terms or conditions relating to the use of the APP. These changes and additional terms and conditions shall be communicated to the User and, if accepted, shall entered into force immediately and shall be incorporated into these General Conditions. In the event the User does not accept these changes, sostravel shall be entitled to terminate the relationship.
- 8.2 sostravel reserves the right from time to time and at any time to modify the Services and, more generally, the contents of the APP.

Art. 9 – Suspension of the Services

- 9.1 The Company shall ensure the highest level of availability possible of the Services and shall ensure that they are available on an uninterrupted basis. However, sostravel reserves the right to modify, suspend or interrupt the Services (or any part or contents of the same) at any time and without notice: the Company shall not be liable to the User if they decide to exercise this right. Insofar as it is possible, sostravel shall inform the User in advance of these changes, suspensions or interruptions to the Service(s). The termination of these Services shall have no effect on the Services which the User has already purchased.

Art. 10 – Disclaimer of warranty and limitation of liability

- 10.1 The Company shall provide the Services with reasonable care and diligence. The User accepts that the APP

and the Services shall be provided “as they are” and “as available” without any guarantee of any type, whether explicit or implicit. sostravel does not guarantee that the Services will be available at any time or that they shall be secure or without errors, nor does it guarantee that the results of their use will satisfy the requirements of the User. sostravel therefore not does offer any guarantee in relation to the results that are expected, desired or obtained by the User through using the APP.

- 10.2** The User shall use the APP at their own risk and danger and shall assume the responsibility that any contents downloaded through the APP may cause the loss of data, create damage, attacks, viruses, interference, hacking into the computer system of their mobile device or other security intrusion.
- 10.3** The User expressly exempts the Company from any unlawful, imprudent or negligent use and/or misuse of the APP, even when carried out by third parties or by minors using the device or account of the User.
- 10.4** The APP contains links to other sites, whose terms of use and privacy policies will be different from those adopted by the Company. sostravel is not liable for the contents, terms of use or privacy policies of these external sites.

Art. 11 – Licence

- 11.1 The APP, the relevant software and its subsequent developments, updates and/or amendments are the exclusive property of sostravel.
- 11.2 By accepting these General Conditions, sostravel grants the User the non-exclusive, non-transferable and non-sublicensable licence to use the APP. The User is therefore prohibited from producing copies or transferring to third parties, in any manner, other rights over the APP. The User is also prohibited from modifying, adjusting, taking apart, decrypting, decompiling, correcting, bypassing or modifying in another way the contents of the APP.

Art. 12 – Intellectual Property

- 12.1 The User accepts that the Services, including, for example, the graphic contents, the user interface and the software used to implement the Services, contain information and material which are the property of sostravel and/or its business partners and which are protected by the laws on intellectual property and other applicable laws. The User accepts that it will not use this proprietary material or information in any way other than to use the Services for personal and non-commercial use in accordance with these General Conditions. No part of the Services may be reproduced in any form or by any means, with the exception of anything expressly permitted by these General Conditions. The User also accepts that it will not modify, rent, loan, sell or distribute the Services in any way, and that they shall not use the Services in any way that is not expressly authorised.
- 12.2 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 User is not permitted any other right or licence in relation to any of these trademarks.

Art. 13 – Termination and restrictions in the event of violation of these General Conditions by the User

- 13.1 If the User commits a serious breach of the terms of these General Conditions, sostravel reserves the right, at its exclusive discretion and without prejudice to any other right, to immediately terminate, without the need to provide notice and without any liability towards the User, the account of the User and/or the subscriptions activated by the latter or to limit, in full or in part, use of the account and the Services by the User.

Art. 14 – Applicable law and competent court

- 14.1 These General Conditions are governed by Italian Law.
- 14.2 The court where the User is resident or domiciled shall have jurisdiction over any dispute relating to these General Conditions.

Art. 15 – Vexatious Clauses

- 15.1 The User declares that they have taken note of and accept the General Conditions for signing up to the Services offered through the APP and declare that they expressly accept, pursuant to articles 1341 and 1342 of the Civil Code, the following articles: 2 (Contents of the APP), 3 (Lost Luggage Concierge Service or Safe Bag 24), 4 (Flight Tracker), 5 (Airport Info Service), 6 (Travel Insurance Service), 8 (Changes to the contract and the Services), 9 (Suspension of the Services), 10 (Disclaimer of warranty and limitation of liability), 11 (Licence), 12 (Intellectual Property), 13 (Termination and restrictions in the event of violation of these General Conditions by the User), 14 (Applicable law and competent court).