

TERMS AND CONDITIONS**TraceMyBag (TMB) by AMA (Basic) PROGRAM**

Version 1: February 28, 2024

1. Definitions:

The following words or phrases have the meaning shown below wherever they appear in this document:

- i. **Program-** TraceMyBag (TMB) by AMA (Basic).
- ii. **You/Your/Yourself/Passenger/Customer** – A person who has purchased the service under the Program.
- iii. **AMA/us/we** – AMA Global Affinity providing services under the Program.
- iv. **Service-** Mishandled Baggage tracking service provided by AMA.
- v. **Baggage-** Checked in baggage that has been loaded onto flight (s).
- vi. **Mishandled Baggage-** Baggage lost, untraceable or undelivered to a destination different from your flight's end point destination.
- vii. **First Notice of Loss (FNOL)** – Service Request by Passenger to AMA regarding lost, untraceable or undelivered baggage after Mishandled Baggage Report is filed with the Airline.
- viii. **Mishandled Baggage Report (MBR)/ airline-issued letter for their lost baggage** - Report or letter issued by airline or its authorised agents regarding mishandled baggage.
- ix. **Service Request-** Report filed by Passenger to AMA for mishandled baggage with MBR details
- x. **Service Period-** Time taken for tracking of passenger's mishandled baggage.
- xi. **Service Plan Fee-** Fee paid by Passenger to avail the services provided by AMA under this program.
- xii. **Service Agreement-** Agreement between Passenger and AMA as per these terms and conditions.
- xiii. **Certificate of Membership-** certificate document issued by AMA to the Passenger to describe the services, benefits and entitlements under the program.

2. Benefits and scope of services:

Please note that this is not an insurance policy. It is a service based program, and it provides a right to service benefit in certain defined circumstances outlined in the document below.

<u>S.No.</u>	<u>Service Benefit</u>	<u>Documents and/or Information Required</u>
1.	Baggage Tracking services: 1. Round Trip (Either Inbound or Outbound only)	Mishandled Baggage Report (MBR) including Airline-issued letter for the lost baggage. <ul style="list-style-type: none"> • PNR Number • Flight Details • Airline File Reference Number • Baggage Tag Number • Passport Copy • Flight Ticket

Please see product details appended to this document.

3. Services and Inclusions:

a) Baggage Tracking

- i. As part of the Baggage Tracking service, we shall actively engage with Passenger, airline and other resources to trace and expedite the return of Passenger's Mishandled Baggage within 72 hours of the airplane's actual arrival time at Passenger's final destination.
- ii. Each service purchased will only apply to flights listed within the airline confirmation number that the service has been purchased for. If multiple flights are booked separately and are listed under separate confirmation numbers, separate services will need to be purchased for each Airline Confirmation Number.
- iii. Intimation of the traced bag within 72 hours of the airplane's actual arrival time at Passenger's final destination will be deemed satisfaction of the service provided by AMA.
- iv. The service benefit under the Program is available for either inbound or outbound in a round trip and the Passenger has to select the option while making purchase of the service under the Program.

4. Coverage and exclusions:

- i. If any of your baggage undergoes customs clearance due to any reason, the same shall not be under our purview and you shall be responsible to handle all the customs clearance formalities and procedures at your end solely.
- ii. In case of any report is given to any airline carrier regarding mishandled baggage, you shall be required to abide by terms and conditions of that airline carrier without any exception.
- iii. The service plan fee is applicable only for one checked-in baggage. Any additional baggage shall be charged extra plan fees.
- iv. Baggage that has been traced within the Service Period, regardless of the condition of the baggage or its contents are excluded under the Program.
- v. Any theft or damage of baggage or its contents at any time, including after the baggage has been retrieved are excluded under the Program.
- vi. We will not cover any delay, theft, damage in baggage and shall not provide any live tracking of the baggage.
- vii. Passenger shall not be liable for multiple remunerations/benefits for the same Mishandled Baggage, even if multiple services are purchased.
- viii. We shall not be liable for any delay due to circumstances beyond our control. This is including, but not limited to, any bag that is unable to be loaded onto a flight due to security issues (including but not limited to dangerous goods found within the bag, and/or the bag being held up by customs for any reason).
- ix. Any unlawful act committed/fraudulent service request by You or if You have not been honest and frank with all answers, statements and submissions made in connection with your service request.

5. Responsibilities and undertakings of passenger:

In order to be eligible for the Baggage Tracking services provided for in this Service Agreement Passenger accepts and must fully comply with the following:

- i. Payment of service plan fee by the passenger shall constitute full acceptance by Passenger of these terms and conditions.
- ii. All the information provided by Passenger for availing the services under this program must be accurate and truthful in all respects. Inaccurate entries of information when purchasing the product, including mistaken passenger names, incorrect airline details, and incorrect airline confirmation numbers (E-ticket numbers or any ticket number issued by a travel agency that sold the passenger their airline ticket, will not qualify as airline confirmation numbers).
- iii. An airline confirmation number must be issued by the airline itself, and only flights listed under the airline confirmation number issued by the airline that the ticket was purchased for, will qualify for baggage tracking services.
- iv. All information provided to AMA when reporting mishandled baggage will be used to process service request, including airline arrival times. If a passenger provides any wrong contact information as part of their service request, we will not be liable for passenger's inability to answer or comply with the terms and conditions.
- v. If AMA informs the passenger, via email, of wrong information provided within the passenger's service request, passenger will have 12 hours to correct the information provided. Any misinformation not corrected by the passenger, within 12 hours of being informed will void the service agreement and service request, and Passenger will be ineligible for baggage tracking services.
- vi. Passenger must purchase the baggage tracking service product prior to the initial departure time of the airplane. Passenger must purchase the baggage tracking service prior to all flights within their outbound or inbound trip. Passenger may not purchase the service while in between connecting flights. All flights within a passenger's itinerary, or that a passenger has taken to arrive at their destination, and all flights that a passenger's bag(s) are tagged for by any airline's baggage tag system within their journey to their final destination, must be covered with AMA in order to qualify for baggage tracking services.
- vii. Once a Mishandled Baggage Report has been filed for a bag, passenger may not purchase additional services for additional flights having anything to do with the bag reported under the active MBR.
- viii. Passenger acknowledges that we have right to reject any effort to purchase the baggage tracking service product and may cancel the Program at any time prior to the filing of a service request by the Passenger.
- ix. Passenger must promptly, within 4 (four) hours, report a claim to the airline (in the form required by the rules of the airline) that Passenger's baggage has been lost, untraceable or undelivered and obtain MBR before reporting their Mishandled Baggage to AMA which shall be First Notice of Loss.
- x. Passenger must receive from the airline an acknowledgement of the Mishandled Baggage Claim, which must include a unique identifier for their airline lost baggage claim. We will not retrieve unique identifier numbers from the airline on Passenger's behalf. Mishandled Baggage Reports not containing unique identifying numbers issued by airline or its authorised agents will not be processed, and Passenger will be ineligible for any Baggage Tracking services. Airline-issued letter for their mishandled baggage claim is mandatorily required.
- xi. Passenger must then file the Mishandled Baggage Service Request to AMA including the airline-issued letter for their lost baggage and all required information, within 4 hours of the airplane's actual arrival time for the service request to be processed. If this information as provided by airline to the passenger is not submitted to AMA within 4 hours of the passenger's flight, their service request shall be denied and the passenger shall not be eligible for service benefit under the Program.

- xii. Any service request made to AMA at any point after the expiration of the 4-hour deadline from the airplane's actual arrival time will be denied, regardless of the circumstances and reasons, and those passengers will not qualify for baggage tracking services.
- xiii. Passenger has to respond within 12 hours of request being made by us for description of baggage, lists of contents within passenger's baggage, or any identifying tags or marks placed on baggage by passenger. Any failure to do so shall void the terms and conditions.
- xiv. Passenger must intimate AMA in case he/she is using his/her any own baggage tracking device.
- xv. Passenger acknowledges and agrees that we may share MBR and service request information with third parties including (airlines, travel agencies and baggage handling services) from which the passenger purchased the service that is directly associated with that MBR and service request.
- xvi. If passenger forgets his baggage at the airport and exits therefrom, the passenger shall not be eligible for service benefit under the Program.

6. Other terms and conditions:

- i. The services under the Program are non-refundable and non-transferable.
- ii. If the passenger's flight is cancelled or changed and a new flight is booked in its place which is not listed under the passenger's airline confirmation number with which their service was purchased, passenger must purchase a new service for their new flight.
- iii. For purchases made through online ticketing websites, each purchase is per the itinerary booked through the online website which will be listed under the confirmation number provided by that website at the time of purchase.
- iv. Any changes, including flight cancellations and re-bookings, to the itinerary occurring outside of the web booking will require a separate service to be purchased for any new flights booked.
- v. Any such changes shall be notified by Passenger to AMA via contact information given below.

7. Liability and Indemnification:

We are not liable for any delays in execution of service on account of incomplete or incorrect or delayed information or non-submission of information by you. Please note that this is a service only program and AMA shall not assume any pecuniary/monetary or other liability of any sort from the passenger or any third party regarding service under these terms and conditions.

8. Contact Information:

Passenger must report the Mishandled Baggage Service Request to AMA, by filing a Service Request with AMA, at the Service and Report Portal available at <https://help.amatracemybag.com/tp>. Passenger shall provide us the required information and documents to raise a service request. We will register the service request and shall keep you notified regarding the tracking status of the baggage through email/SMS/WhatsApp alerts.

For all the service request or if you have any questions concerning these terms and conditions, the Services, or anything related to any of the foregoing, we can be reached at the email address: help@amatracemybag.com.

9. General Terms:

i. Force Majeure

We shall not be liable for any loss or damage caused to the Passenger as a result of delay or default or deficiency or failure in the Services as a result of any natural disasters, fire, riots, pandemics, civil disturbances, actions or decrees of governmental bodies, communication line failures (which are not caused due to the fault of AMA or the Third Party Service Providers, if any), or any other delay or default or deficiency or failure which arises from causes beyond AMA's reasonable control. In any such event arising, we shall immediately give notice to the Passenger of the facts which constitute such event.

ii. Changes to these Terms and Conditions

We have the right to amend, adapt or supplement the present Terms and Conditions from time to time. The current and upgraded version of the Terms and Conditions can be found on <https://help.amatracemybag.com/tp> from time to time.

If you do not agree to any or all of the changes made by us to these Terms and Conditions, you may cease using the services with immediate effect.

i. Assignment

These Terms and Conditions are personal to you, and are not assignable, transferable, or sub-licensable by you. We may assign, transfer, or delegate any of our rights and obligations hereunder without your consent.

ii. Amendments

We reserve the right in our sole discretion to amend, amend, adapt or supplement the Terms and Conditions which shall be available on our portal as and when updated.

iii. Governing Law

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally construed and governed by the substantive laws of Hong Kong which shall be submitted to the competent court in Hong Kong to resolve the dispute, if any, amicably.

iv. Geographic Scope of Services

The services provided by AMA under these administration services are rendered on a worldwide basis. AMA shall be under no obligation to provide the services to Passenger, who in the sole opinion of AMA is located in areas that represent conditions in which providing the services is impossible, reasonably impractical or unsafe, including without limitation geographical remoteness, war (whether declared or undeclared), civil or other hostilities or political unrest.

v. Time Limitations

Any and all legal actions and claims arising under these services shall be barred unless written notice thereof is received by AMA within one (1) year of the date of the event giving rise to such action or claim. In no case whatsoever AMA shall be liable for any Claim under these services, which have been made after expiry of above limitation period and then any such claim/legal action shall for all purposes be deemed to have been abandoned and shall not thereafter be recoverable.

10. Grievance Redressal, Complaints and Feedback:

We strive to provide the best service to all our customers. Should you however, come across any areas we can improve on, we would like to hear about it from you.

For Feedback, Complaints and Grievances, please email us at help@amatracemybaq.com.

APPENDIX: ATraceMyBag (TMB) by AMA – Basic Plan

S.No.	Baggage Tracking Services
1.	Tracing and intimation for Up to 1 checked-in baggage only