# SERVICE AGREEMENT

This Service Agreement (the "Service Agreement") is effective as of the date of purchase of the baggage tracking service product offered by Blue Ribbon Bags ("Provider") by, or on behalf of, the airline passenger ("Passenger"). Provider and Passenger are collectively referred to hereafter as the "Parties".

The Parties agree as follows:

## 1. SERVICE AGREEMENT:

The baggage tracking service offered by Provider comprises retrieval service for checked baggage that has been loaded onto a flight or multiple flights, but not those flight/s which the Passenger has taken, or has been misdirected to a destination different from your flight's end point destination, as reported by the airline flown ("Mishandled Baggage"), with a service satisfaction guarantee that includes remuneration for any Mishandled Baggage that is not located within a fixed period of time. This fixed period of time shall be 96 hours from the time of the passenger's flight landing, in which the baggage did not arrive with the passenger, as scheduled, and as reported, by the airline flown.

The elements of the service are as follows:

### (a) Baggage Retrieval

As part of the Baggage Retrieval service, Provider shall actively engage with Passenger, airline and other resources to locate and expedite the return of Passenger's Mishandled Baggage within 96 hours of the airplane's actual arrival time at Passenger's final destination (hereinafter referred to as the "Service Period"). **Passenger understands that Blue Ribbon Bags is an internet-based service. All correspondences having to do with any Mishandled Baggage Reports, or anything regarding the Blue Ribbon Bags Service is done with the Provider via email only. Passengers and customers will still be obligated to comply with the terms and conditions of this Service Agreement, even without sufficient internet or email access.**

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 Service Agreements will need to be purchased for each Airline Confirmation Number. Travel Agents may purchase the service under a "PNR" number dictated by their GDS. Online Travel Agencies may offer the product for round trip airline tickets purchased on their site, even if the round trip ticket encompasses multiple airline confirmation numbers. Travel Insurance Companies may add our product to their offerings and the product will cover the passenger for the same date range as the travel insurance policy purchased, regardless of how many flights are taken within that date range.

### (b) Service Satisfaction Guarantee Payment

If the Baggage Retrieval service is not successful and the Passenger's Mishandled Baggage is not returned, per these terms and conditions, within the Service Period, Provider shall pay the Passenger in accordance with the Service Satisfaction Guarantee Limit of

Liability. Provider offers a choice of multiple levels of Baggage Retrieval services. Passenger shall elect the desired level of Baggage Retrieval services, with a corresponding Service Satisfaction Guarantee Limit of Liability, set forth in Section (d)below, and pay Provider the corresponding Service Agreement Fee, set forth in section (c), below.

| (c) Service Agreement Fee | | (d) Service Satisfaction Guarantee Limit of Liability |
|---|---|---|
| Gold Service - US$5.00 | - | $1,000.00 |
| Platinum Service - US$7.50 | - | $1,500.00 |
| Diamond Service - US$10.00 | - | $2,000.00 |

**Remuneration of the Service Satisfaction Guarantee Limit of Liability is limited to two (2) undelivered bags per passenger.**

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

## 2. RESPONSIBILITIES AND UNDERTAKINGS OF PASSENGER:

a. Payment of the Service Agreement Fee by the Passenger shall constitute full acceptance by Passenger of the terms of this Service Agreement.

b. All information provided to Provider for purchase of the baggage tracking service product, or when filing a mishandled baggage report ("MBR"),must be accurate and truthful. Inaccurate entries of information when purchasing the product, including mistaken passenger names, wrong airline choices, and wrong 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. 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 retrieval services or the Blue Ribbon Bags Satisfaction Guaranteed Payment in the event of a lost bag.), will void the Service Agreement and Passenger will be ineligible for any Baggage Retrieval services and Service Satisfaction Guarantee payments under this Service Agreement. All information provided to provider when reporting mishandled baggage will be used to process Mishandled Baggage Reports, including airline arrival times. If a passenger enters the wrong email address as part of their Mishandled Baggage Report, provider will not be liable for passenger's inability to answer or comply with the terms and conditions of this Service Agreement.

c. If the provider informs the passenger, via email, of wrong information provided within the passenger's Mishandled Baggage Report, 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 mishandled baggage report, and Passenger will be ineligible for baggage retrieval services or satisfaction guaranteed payment.

d. 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 legs of a journey (i.e. 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 the Blue Ribbon Bags service in order to qualify for baggage retrieval services or the Blue Ribbon Bags satisfaction guaranteed payment in the event of a mishandled bag. Any portion of a passenger's trip to arrive at their destination, or if the passengers bags are tagged for flights under any airline's baggage tag system, that is not covered with a Blue Ribbon Bags Service Agreement, will disqualify the passenger from baggage retrieval services or the satisfaction guaranteed payment in the event of a mishandled bag, even in the event that all other flights within that journey have separate services purchased for them. 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. Any changes to the delivery address that require an additional flight, which requires an additional service, may not be purchased after a Mishandled Baggage Report has been filed. Changes to the delivery address of the passenger for a Mishandled Bag that has already been reported to provider that does not already have an additional service associated with the additional flight, will disqualify the passenger from eligibility for baggage retrieval services or the Blue Ribbon Bags satisfaction guaranteed payment

e. Passenger acknowledges that Provider has the right to reject any effort to purchase the baggage tracking service product and may cancel any Service Agreement (including the return of the Service Agreement Fee to the Passenger) at any time prior to the filing of a Mishandled Baggage Report by the Passenger.

f. Passenger must promptly, within the Service Period, report a claim to the airline (in the form required by the rules of the airline) that Passenger's baggage has been mishandled or undelivered before reporting their Mishandled Baggage to the provider.

g. Passenger must receive from the airline an acknowledgement of the Mishandled Baggage Claim, which must include a unique identifier for their airline lost luggage claim (often called a file locator, reference or tracking number). Blue Ribbon Bags will not retrieve unique identifier numbers (file reference, locator, or tracking numbers) from the airline on the customer's behalf. It is the passenger's responsibility to collect this information from the airline when filing their lost baggage claim with the airline. Mishandled Baggage Reports not containing unique identifying numbers will not be processed, and Passenger will be ineligible for any Baggage Retrieval services and Service Satisfaction Guarantee payments under this Service Agreement.

h. Passenger must then report the Mishandled Baggage Claim to Provider, using the reporting methods as explained in section 2(j) of this agreement, including the airline-issued unique identifier for their lost luggage claim ("file reference number") and for each bag ("baggage tag number"), and all required information, within 24 hours of the airplane's actual arrival time for the Mishandled Baggage Report to be processed. Any Mishandled Baggage Reports reported to Blue Ribbon Bags at any point after the expiration of the 24 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 retrieval

services or for Service Satisfaction Guaranteed Payment.

i. In order to complete the Mishandled Baggage Report filing process, all passengers are required to submit a copy of the report, as provided to the passenger by the airline when they filed their lost luggage claim, to Blue Ribbon Bags within 24 hours of the passenger's flight landing, in order for the passenger to qualify for baggage retrieval services or the Blue Ribbon Bags Satisfaction Guaranteed Payment. If this documentation, as provided to the passenger by the airline, is not submitted to Blue Ribbon Bags within 24 hours of the passenger's flight landing, their Mishandled Baggage Report with Blue Ribbon Bags will be denied immediately upon expiration of the 24 hour deadline, and the passenger will not qualify for baggage retrieval services or the Blue Ribbon Bags Satisfaction Guaranteed Payment. The report must be submitted by the passenger by emailing the designated Blue Ribbon Bags email address at mbr@blueribbonbags.com and the passenger must put their Service Agreement number, provided to them by Blue Ribbon Bags upon purchase, in the subject line of the email. Supporting Airline documentation which is submitted in any other manner then as instructed here will not be considered a valid submission, and will not be considered with regard to any Mishandled Baggage Report with Blue Ribbon Bags. Any reports that do not have accompanying documentation submitted in the manner described in this section, will be denied upon expiration of the 24-hour deadline from when the passenger's flight landed and the passenger will not qualify for baggage retrieval services or the Blue Ribbon Bags Satisfaction Guaranteed Payment.

j. All bags will be considered returned to the passenger, and this service agreement will be considered fulfilled, per the terms and conditions of the Blue Ribbon Bags Service Agreement, when as per the airline's lost baggage system, the bag arrives at the airport on record with the passenger's lost baggage claim with the airline.

k. Passenger must report the Mishandled Baggage claim to the Provider, by filing a Mishandled Baggage Report with Provider, either:

- online at https://www.blueribbonbags.com/MbrFilingPassenger or
- by telephone at +1 888-BAGGAGE (+1 888-224-4243 – US) or +1 917-920-9699 , 24 hours a day, 7 days a week.
- All Mishandled Baggage Reports must be submitted to Blue Ribbon Bags within 24 hours of the passenger's flight landing in order to qualify for services

l. Passenger hereby expressly authorizes Provider to act on Passenger's behalf in provision of the Baggage Retrieval service, including all direct communications with the airline, and agrees to promptly provide any required written or other confirmation of this authority. Passenger gives full permission to any airline to release any and all personal and baggage/flight information to Provider on the passenger's behalf. When a passenger purchases the BRB Service through on Online Travel Agency or any other third party seller of the Product, the passenger is giving full authority to the Online Travel Agency or Third Party Seller to release all personal and travel itinerary information to Provider at any time prior to or after the passenger's trip.

m. Unless otherwise agreed to in writing, all payments, pursuant to the service Satisfaction Guarantee Payment, made by check for a specific Mishandled Baggage Report, are required to be cashed within 90-days of the check issuance date. Any checks not cashed within the 90

day time period from the date of issuance shall nullify the satisfaction guaranteed payment, and Blue Ribbon Bags will no longer be liable for any payments to that passenger for the referenced Mishandled Baggage Report.

n. If a Mishandled Baggage Report has been closed or denied for any and/or all reasons, and the passenger finds the closure of the MBR to be an error, the passenger has 12 hours from the receipt of the closure or denial email to inform Blue Ribbon Bags of the error. The passenger may only inform Blue Ribbon Bags of this error by emailing the provider at mbr@blueribbonbags.com, and putting their MBR number in the subject line. Any error emails received after this 12-hour period, or reported in any other method, will not be accepted, and the MBR file will not be reopened, and the passenger will not qualify for baggage retrieval services or our satisfaction guaranteed payment, regardless of the circumstances. If provider accepts the error, and the MBR file is reopened, the provider will have an additional 72 hours from the termination of the original 96 hours from when the passenger's flight landed, otherwise known as the service period, to locate the passenger's luggage. Any baggage associated with a Mishandled Baggage Report that has been reopened for any reason will be considered "returned" to the passenger, per the terms and conditions of this Service Agreement once the baggage is received at the airport on record with the airline's lost luggage claim, and the passenger will no longer qualify for baggage retrieval services or the Blue Ribbon Bags Satisfaction Guaranteed Payment.

o. Any Mishandled Bags, reported by the passenger, that were required by the airline, or airport, to be "rechecked" by the passenger at an airport, in the event the airline requires the bag to be collected and rechecked by way of a connecting flight or for any other reason, that the airline has no record of bag being rechecked when was required, will not be considered "mishandled" as per the terms and conditions of this Service Agreement, and will not qualify for baggage retrieval services or the Blue Ribbon Bags Satisfaction Guaranteed Payment.

**3. ADDITIONAL TERMS:**

a. This Service Agreement applies only to Mishandled Baggage. All Mishandled Baggage must have been given a "tag number" by the airline upon baggage check at the airport. Any bags with no tag numbers will not constitute Mishandled Bags per the terms and conditions of this Service Agreement.

b. This Service Agreement does not cover Passenger for baggage that has been returned within the Service Period, regardless of the condition of the baggage or its contents.

c. This Service Agreement does not cover any theft or damage of baggage or its contents at any time, including after the baggage has been returned to Passenger. Any Airline lost luggage claims that include any other form of travel other then air travel within the listed segments on the passenger's journey will void the service agreement, and the passenger will not qualify for baggage retrieval services or the Blue Ribbon Bags Satisfaction Guaranteed Payment.

d. Provider may cancel this Service Agreement, and Provider shall have no obligations to Passenger or any third party whatsoever, upon a fraud report or investigation by the airline or Provider related to any lost baggage claim or Mishandled Baggage Report. And

Provider may tender such fraud claim to the appropriate investigating authorities.

e. This Service Agreement incorporates by reference any instructions having to do with mishandled baggage reports or baggage service features posted on the Provider website, including the regular updates.

f. Returned bags that are delivered within the Service Period to the destination provided by Passenger to the airline will be deemed returned to Passenger in satisfaction of this Service Agreement.

g. Remuneration of the Service Satisfaction Guarantee Limit of Liability for Mishandled Baggage is limited to two (2) bags per person.

h. Passenger is ineligible for multiple remunerations under the Service Satisfaction Guarantee Limit of Liability for the same Mishandled Baggage, even if multiple Service Agreements are purchased.

i. In the event Passenger has failed to pay the Service Agreement Fee, or Provider has rejected or cancelled the Service Agreement, the Service Agreement shall be of no force or effect and Provider shall have no obligations to Passenger or any third party whatsoever. This provision applies in the event that the credit card charge for a particular service agreement has been disputed.

j. Provider shall not be liable for any delay due to circumstances beyond its 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). Additionally, with regard to delivery failures by third-party carriers attempting to deliver the retrieved baggage to Passenger, or any failure by Passenger to use reasonable efforts to receive the retrieved baggage within the Service Period or assist the provider in any way requested by the provider within the Service Period. This includes requests by Provider for description of baggage, lists of contents within passenger's baggage, or any identifying tags or marks placed on baggage by passenger. All requests of this nature are required to be responded to by the passenger within 12 hours of the request made by the provider. Any requests not responded to within 12 hours of the request being made by the Provider will void the Mishandled Baggage Report and passenger will no longer be eligible for baggage retrieval services or any satisfaction guaranteed payment under this service agreement.

K. This Service Agreement is non-refundable and non-transferable. 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. 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. 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. The passenger may inform provider of the change before any of the flights within the itinerary have departed, by emailing us at info@blueribbonbags.com, and

putting their Service Agreement Number in the subject line showing the new flights within the itinerary to avoid having to purchase an additional service.

l. Governing Law; Jurisdiction: This Service Agreement and all claims arising from the agreement of the Parties contemplated herein, whether or not arising directly under this Service Agreement, shall be governed by and construed in accordance with the laws of the State of New York without giving effect to conflict of laws provisions. The Parties agree to the exclusive jurisdiction of the state and federal courts sitting in the State of New York, New York County for the adjudication of all disputes arising under this Agreement. All decisions regarding Mishandled Baggage Reports are the sole responsibility of Blue Ribbon Bags. All Third Party Sellers or distribution partners of the product have no influence, or barring on any decisions made with regard to any existing Mishandled Baggage Reports, including all Denials, Closures, or Qualifications for the Blue Ribbon Bags Satisfaction Guaranteed Payment. As well, all Third Party Sellers and distribution partners of the product will be completely indemnified from any and all legal action resulting from any decisions made with regard to a Mishandled Baggage Report. This includes all Denials, Closures, and Qualifications for the Blue Ribbon Bags Satisfaction Guaranteed Payment.

m. Passenger agrees that BRB may share Mishandled Baggage Report information with the third party online travel site or travel agency, from which the passenger purchased the BRB service that is directly associated with that Mishandled Baggage Report. Any sales made directly with BRB, which come by way of a referral from an online travel site, or travel agency, passenger agrees that BRB may share all sales data with the agency that referred the passenger to the BRB site for purchase.

## 4. PRIVACY STATEMENT

a. Provider is committed to protecting your privacy, fully complying with applicable privacy regulations, including the European Union's General Data Protection Regulation (GDPR). By purchasing or using the Baggage Retrieval service you consent to the data collection and use practices described in this privacy statement.

b. Data Collection Consent: To purchase and use the baggage tracking and retrieval services, Passenger must consent to provide certain personal data to allow Provider to provide the service or carry out a transaction you request. For example, the Passenger provides personal data at the purchase of a Service Agreement and, if needed, to complete an MBR and other baggage location services. This personal data may include contact details, such as your name, title, company/organization name, airline/flight/booking information, payment information, email address, telephone and fax numbers, and physical address.

c. Personal Data Use Consent: Provider will use personal data only for the purposes set forth in this Service Agreement, to deliver the services and transactions that you request.

d. Personal Data Disclosure Consent: Personal Data that you provide will not be disclosed outside of Provider (including its subsidiaries, affiliates, and joint ventures), with the following exceptions:

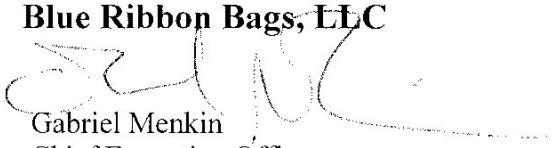
i. Consent to Disclose to Airlines, Travel Agencies, and Baggage Handling Services: To allow Provider to provide the service or carry out a transaction you request, Provider may disclose personal data to airlines, travel agencies, and baggage handling services, on your behalf to assist in provision of the baggage tracking and retrieval services. Provider will provide these companies with only those elements of personal data they need to deliver those services. These companies and their employees are prohibited from using those personal data for any other purposes.

ii. Consent to Disclose for Other Reasons: Provider may disclose personal data if required to do so by law or in the good-faith belief that such action is necessary to comply with legal requirements or with legal process served on us, to protect and defend our rights or property, or in urgent circumstances to protect the personal safety of any individual.

e. Data Controller and Policy Changes: Provider, as the sponsor and maintainer of the website, is also the controller of collected data. Provider may re-evaluate this policy on an ongoing basis and reserves the right to change its privacy policy to promote further compliance.

f. Data Retention Period and Deletion Protocols: Collected data shall be retained for the period to allow Provider to provide the service or carry out a transaction request by Passenger, and for up to six months beyond the closing of any statutory or regulatory rights periods, ensuring that timely Passenger claims may be filed. Not withstanding the foregoing, Passenger may subsequently elect to request deletion of any personal data by sending a request to info@blueribbonbags.com.

**Blue Ribbon Bags, LLC**



Gabriel Menkin
Chief Executive Officer