

Services supply agreement “Baggage 24”

September 17, 2020

EKTA (hereinafter - Service Provider), on the one hand, and the person who has joined this Agreement by paying the price of the services of the Service Provider (hereinafter - Client), on the other hand, which hereinafter, when jointly referred to as the Parties, and each separately as a Party, concluded the services supply agreement “Baggage 24”(hereinafter - Contract) on the following:

1. SUBJECT OF THE CONTRACT

1.1. In this Contract, the terms are used in the following meaning:

1.1.1. Service Provider – EKTA.

1.1.2. Services “Baggage 24” – luggage search services that has not been loaded on the Client’s flight or has been misdirected to the destination, that is different from the destination specified by the Client’s Travel Ticket, within a fixed period of time under the terms of this Contract. The Service applies to the entire Client’s luggage within the Client’s Satisfaction Guarantee with the Service in accordance with clause 3.1. of this Contract.

Service Provider is released from the obligation to provide Services “Baggage 24” if:

- Within 24 (twenty four) hours after notification of the Client about the loss of Luggage, the World Tracer luggage tracking system will indicate that the Luggage has been found;
- If the Luggage was found within 21 (twenty-one) calendar days from the date of loss of the Luggage, in terms of providing the Client Satisfaction Guarantee, in accordance with sub-clauses 3.1.1.2, 3.2.1.2, 3.1.3.2. clause 3.1. of Contract;
- Client did not timely notify the Service Provider about the loss of Luggage, according to the deadlines specified in clause 2.3. of Contract;
- Client did not provide the Service Provider with information or provided incomplete / inaccurate information specified in clause 2.4. of Contract;

1.1.3. Luggage – things, other valuables, packed for departure by air, are transported separately from the passenger. Baggage is registered in the World Tracer baggage tracking system and is covered by this Service.

1.1.4. Travel ticket – a travel document for an aircraft purchased by the Client at the Point of Sale of Travel Tickets.

1.1.5. Ticket Point of Sale or Point of Sale – Online resource or Travel ticket office (branch for the sale of travel tickets). The term can be used in the singular and / or plural.

1.1.6. The Client’s Satisfaction Guarantee with the Service is a penalty paid by the Service Provider in case of impossibility to provide the Service.

1.2. Under this Contract, the Service Provider undertakes to provide the Client with the provision of “Baggage 24” services (hereinafter – Services) in the manner and on the terms provided by this Contract.

1.3. The Services are provided by the Service Provider only after the relevant application of the Client to the Service Provider and receipt from the Client of the data transmitted to the Service Provider in the manner and on the terms established by this Contract.

1.4. This Contract is an accession agreement in accordance with Article 634 of the Civil Code of Ukraine. The Client joins to the Contract as a whole by paying the price of the Services of the Service Provider, which indicates the full and unconditional acceptance (acceptance) by the Client of all terms of this Contract.

1.5. The Client is given the opportunity to join to the Contract when purchasing a Travel Ticket at the Point of Sale. Before the Client decides to join to the Contract, the Client may receive all necessary information about the Services and answer all the Client’s questions regarding the Services at the place of connection (place of payment).

2. PROCEDURE FOR PROVIDING SERVICES

2.1. The Service Provider has the right to provide the Services in person or by engaging third parties to provide the Services, and the Service Provider remains responsible for the proper provision of Services to the Client in accordance with the Contract.

2.2. The Service Provider provides Services provided by the terms of this Contract, on the basis of the Client’s application in the manner prescribed by this Contract.

2.3. In case of baggage delay, the Client within 24 (twenty four hours) notifies the Service Provider by e-mail safebag@fastservice.com

2.4. When contacting the Service Provider, the Client must indicate: the date of purchase and the number of the Ticket in which the Baggage is included, as well as send a photo of the PIR act and the identification number of the application for tracking Baggage in the World Tracer; personal card account detail (details of the personal card account).

2.5. The Service Provider checks the information provided by the Client within 24 hours in accordance with clause 2.4. of Contract.

2.6. After checking the information provided by the Client and if within one day from the Client’s request the World Tracer Baggage Tracking System indicates that the Baggage has not been found, the Service Provider pays in favor of the Client the Guarantee of the Client’s satisfaction with the Service, in the amount according to sub-clauses 3.1.1.1/3.2.1.1./ 3.3.1.1. clause 3.1. of Contract, depending on the price paid by the Client to the Service Provider for the Service.

2.7. After the expiration of 21 (twenty one) calendar days from the date of loss of the Baggage, if the Baggage has not been found, which is confirmed by the World

Tracer Baggage Tracking System, the Service Provider pays in favor of the Client the Guarantee of the Client's satisfaction with the Service, in the amount according to sub-clauses 3.1.1.1/3.2.1.1./ 3.3.1.1. clause 3.1. of Contract, depending on the price paid by the Client to the Service Provider for the Service.

2.8. The obligation of the Service Provider under this Contract is fulfilled in full after providing the Client with information about the location of Baggage at the point of delivery, according to the PIR act of the Client in the messenger of mail safebag@fastservice.com within the time limits specified in clauses 2.6., 2.7. of Contract or payment by the Service Provider of the Client's Satisfaction Guarantee with the Service, according to the clauses 2.6., 2.7. of Contract.

3. PRICE OF SERVICES

LIMIT OF LIABILITY OF THE SERVICE PROVIDER UNDER THE CONTRACT GUARANTEE

SATISFACTION WITH SERVICES

3.1. The price of the Services under the Contract is:

3.1.1. 10 (ten) US dollars – Guarantee of satisfaction of the Client with the service of 200 US dollars, paid as follows:

3.1.1.1. The Service Provider pays in favor of the Client 100 US dollars in case if the Baggage is not found within 24 (twenty four) hours from the moment of receiving a notice from the Client about the delay of the Baggage.

3.1.1. 2. The Service Provider pays in favor of the Client 100 US dollars in case if the Baggage is not found within 21 (twenty one) calendar days from the date of loss of Baggage.

3.2.1. 20 (twenty) US dollars – Guarantee of satisfaction of the Client with the service of 300 US dollars.

3.2.1.1. The Service Provider pays in favor of the Client 150 US dollars in case if the Baggage is not found within 24 (twenty four) hours from the moment of receiving a notice from the Client about the delay of the Baggage.

3.2.1.2. The Service Provider pays in favor of the Client 150 US dollars in case if the Baggage is not found within 21 (twenty one) calendar days from the date of loss of Baggage.

3.3.1. 30 (thirty) US dollars – Guarantee of satisfaction of the Client with the service of 400 US dollars.

3.3.1.1. The Service Provider pays in favor of the Client 200 US dollars in case if the Baggage is not found within 24 (twenty four) hours from the moment of receiving a notice from the Client about the delay of the Baggage.

3.3.1.2. The Service Provider pays in favor of the Client 200 US dollars in case if the Baggage is not found within 21 (twenty one) calendar days from the date of loss of Baggage.

3.3. The price of the Service Provider's Services is paid by the Client through electronic payment systems or at the box office of the Point of Sale when purchasing a Travel Ticket, if the Client wishes to join to the Contract.

3.4. The Contract shall enter into force and is concluded after joining to the Client's Contract by payment by the Client of the price of the Services of the Service Provider in full in accordance with the procedure established by this Contract.

4. IDENTIFICATION OF THE EQUIPMENT AND THE CLIENT

4.1. The unique individual number (hereinafter - ID) of the Client is created in the database of the Service Provider after joining the Client to the Contract, Surname, name, patronymic of the Client and information on the date and number of sale of the Travel Ticket are entered by which the Client / Baggage is identified in the future, on which the act of this Contract is extended.

5. DURATION OF THE CONTRACT

5.1. The Contract is valid from the moment of its conclusion and lasts for 24 (twenty four) hours from the time of arrival of the aircraft (according to the date and time specified in the Travel Ticket).

5.2. The contract is considered terminated after the expiration date. The expiration of the contract does not terminate the obligations arising under this contract. In case of impossibility to fulfill the Agreement due to the Client's fault, the Parties are guided by the provisions of Part 2 of Article 903 of the Civil Code of Ukraine. In this case, the impossibility of performance of the Contract includes, but is not limited to: provision by the Client of incorrect / erroneous information, according to clause 2.4. of the Contract; absence of any Client's appeals to the Service Provider during the term of this Contract.

6. ARBITRATION

6.1. All disputes, disagreements or claims arising under or in connection with this Agreement shall be resolved in the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine, according to Regulation. The law governing this Contract is the substantive law of Ukraine. The arbitral tribunal consists of a sole arbitrator. Venue of the Arbitration Court meeting is Kyiv. The language of the arbitration proceedings is Ukrainian.

6.2. The decision of the International Commercial Arbitration Court at the Chamber of Commerce and Industry of Ukraine will be binding on both Parties.

7. CIRCUMSTANCES OF FORCE MAJEURE (FORCE MAJOR)

7.1. The Parties shall be released from liability for partial or complete non-fulfillment of obligations under the current Contract, if the full or partial non-fulfillment of such obligations is a consequence of force majeure circumstances, which objectively make it impossible to fulfill the obligations under the terms of the Contract.

7.2. Force majeure circumstances (force majeure circumstances) are extraordinary and unavoidable circumstances that objectively make it impossible to fulfill the obligations under the terms of the Contract, namely: threat of war, armed conflict or serious threat of such conflict, including, but not limited to enemy attacks, blockades, military embargo, actions of foreign enemy, general military mobilization, military actions, declared and undeclared war, actions of public enemy, acts of terrorism, sabotage, piracy, riots, invasion, blockade, revolution, uprising, mass riots, introduction of curfew, expropriation, forced seizure, seizure of enterprises, requisition, public demonstration, blockade, strike, accident, illegal actions of third parties, epidemic, quarantine, fire, explosion, long interruptions in transport, regulated by the terms of relevant decisions and acts of state authorities, closing sea straits, embargoes, prohibition (restriction) of export / import, etc., any prohibition or restriction of cash payments by the National Bank of Ukraine, as well as caused by exceptional weather conditions and natural disasters, namely: strong storm, cyclone, hurricane, tornado, storm, flood, accumulation of snow, ice, hail, slight frost, sea freezing, straits, ports, passes, earthquakes, lightning, fire, drought, subsidence and landslides, other natural disasters, etc.

7.3. In the event of force majeure, the Party must immediately notify the other Party by any available means of such circumstances as soon as possible (but no later than three working days) by written notice on the occurrence of such circumstances, including by placing an appropriate announcement by the Service Provider on the website: ektaservice.ua. And after their termination – immediately, but in any case not later than 3 (three) working days from the moment when the Party learned or should have learned about the termination, notify the other Party in writing of their termination, including by placing an appropriate announcement by the Service Provider on its own website <https://ektaservice.ua>.

7.4. Proof of circumstances of force majeure and the term of their action is relevant documents issued by the Chamber of Commerce and Industry of Ukraine.

7.5. In case of force majeure, the fulfillment of obligations by the Parties under this Contract shall be suspended for the period of existence of such circumstances.

7.6. If the circumstances of force majeure last more than 30 (thirty) calendar days, each of the Parties has the right to withdraw from this Contract (ie to break (stop) this Contract) unilaterally by sending a message to the other party. In such cases, neither Party shall be entitled to claim from the other Party compensation for any possible damages.

8. OTHER TERMS OF THE CONTRACT

8.1. The territory of action of the Contract is the whole world.

8.2. The terms of the Agreement are determined by the Service Provider independently in accordance with the requirements of current legislation of Ukraine. The Service Provider reserves the right to make changes to this Contract at any time. However, each Client is subject to the wording of the Contract, which was in force on the date of conclusion of this Contract and such version of the Contract shall remain in force until the expiration of the Contract in accordance with the provisions of Section 5 of this Contract.

8.3. The Client confirms that he has read and agrees to all its terms before concluding this Contract and knowingly, without any coercion, entered into this Contract.

8.4. The Client gives consent and the right to the Service Provider indefinitely in accordance with the law to receive, collect, process, register, accumulate, store, change, update, use and distribute (distribute, transmit) information, which, in accordance with the requirements of the law, constitutes the personal data of the Client in order to: compliance with the requirements of the legislation of this Contract, realization of the rights granted to the Service Provider by the legislation or the contract, ensuring the implementation of relations in the field of advertising, marketing and current research, service quality evaluation. The use and dissemination of information that constitutes the personal data of the Client is carried out only to the extent necessary to ensure compliance with the Service Provider's terms of this Contract and / or protect its interests. The Service Provider is released from the obligation to send to the Client's address a written notice of the rights, purpose of data collection and persons to whom the Client's personal data is transferred.

8.5. Only persons with full civil capacity can join to this Contract. Joining to this Contract, the Client confirms his legal status and capacity, including reaching the age of 18 and is aware of the responsibility for the obligations, imposed on him as a result of the conclusion of this Contract.

8.6. Joining to this Contract, the Client agrees that the Services will be provided by the Service Provider on the terms of the Internet Service. All messages regarding the provision and receipt of Services are carried out between the Client and the Service Provider exclusively by mail.