

## USER TERMS OF SERVICE AND USAGE

- These terms and conditions of usage apply to the services provided by AMA Global Assistance for the program to provide benefit of coverage as per the Policy Wording. Please refer to the product Terms and Conditions/Policy Wordings for terms and conditions, benefit and other important information. These User Terms of Service and Usage along with Privacy Policy and Usage shall apply in addition to the product Terms and Conditions/Policy Wordings and you hereby agree to below terms and conditions.
- In case You fill PNR data and if data is not matched at the web portal, you shall re-connect in next 12 hours.
- You hereby declare that the information furnished on the web portal including but not limited to passenger name, PNR, email, bank details is true & correct to the best of your knowledge & belief. If you have made any false or untrue statement, suppression or concealment of any material fact, your right to claim reimbursement shall be forfeited.
- All other responsibilities shall belong to You while using the web portal, which violates any compliance of law and legislation, taking any action that imposes an unreasonable and disproportionately large load on the web portal, for reasons such as unauthorized connection and unauthorized use, unfair and unlawful of the web portal.
- You shall be responsible for your Internet Service on your mobile or other device for registration on web portal and the costs incurred in reference to that.
- All the commercially reasonable standards customarily in place in the industry, for usage, back-up storage and security for all electronic data and other information shall be maintained at all times.
- While we shall maintain reasonable standards of data security and safeguards, we shall not be held liable for any data breach or leakage occurred due to the circumstances beyond our control or anything which is not intentional or negligent. We shall not be responsible for the issues on the part of the manufacturers/providers of the servers and third-parties outside our control.
- We do not guarantee that use of web portal will be free from technological difficulties including, but not limited to, unavailability of information, downtime, service disruptions, viruses, and you understand that you are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output.
- Software and Server Maintenance activities may be carried out by us for the web portal as indicated by the server manufacturer or provider. However, it should be noted that while some routine and scheduled maintenance may be carried out, there may be some downtime, outages or service disruptions in the software or web portal for usage which is beyond our control.

- We may subcontract or engage at its own expense, third party service provider providing companies to perform any portion of its obligations under this Agreement provided; however we shall use the highest degree of care and diligence in selecting any partner or provider and make such partner or provider bound by confidentiality and service standards obligations in writing.
- You agree with our **Privacy Policy** to understand how, and for what purposes, we collect and use your information to provide you with the best possible service.
- We are GDPR compliant, so any documents that you submit to us will be kept strictly private and confidential.
- We take the protection of your privacy and personal data very seriously and treat them strictly confidentially in accordance with the statutory data protection regulations and this data protection guideline.
- You hereby grant us the perpetual, worldwide, transferable, and sub licensable right to use data, which we have anonymized in line with applicable data protection law, in any manner, whether currently known or unknown.
- We shall not be liable for any loss, claim or damage caused to You 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 our fault or the Third Party Service Providers), or any other delay or default or deficiency or failure which arises from causes beyond our reasonable control.
- We have the right to amend, adapt or supplement the present these terms from time to time. The current version of the terms can be found on our website.
- If You do not agree to any or all of the changes made by us to these terms, You may cease using our web portal and its services with immediate effect.

### Payment Terms

- For claim settlement, the claim shall be settled and paid as per terms and conditions of the bank including bank holidays.
- Passenger shall bear all the bank charges and fees for the payments made to passenger by AMA for claim settlement.
- The refund amount shall be credited only to one bank account specifically to the passenger/individual who has originally paid for ticketed PNR whether individual or group booking.
- Passenger shall ensure to provide correct bank account details for smooth claim processing and settlement.
- The refund amount will not cover any surcharge or taxes paid to airline at the time of PNR/Ticket issuance.