

LoungeKey Pass Conditions of Use

1. In these Conditions of Use, the following words and expressions will have the meanings set out against them below:

Customer

means any person who participates in Program.

Digital Card

means the digital card issued to Customers which upon activation provides card-free access to the majority of Lounges and Merchants in Program by using a QR code found when logged into the Program app or in the My Account section of the Program website.

Lounge/s

means a third party provider of airport or travel lounges which are available to Customers participating in Program.

LoungeKey

means Priority Pass Limited of Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, Company No. 02728518.

Means of Access

means an eligible payment card, Digital Card, or QR code, barcode or any such other form of access as detailed by LoungeKey in writing from time to time at its sole discretion.

Merchant

means a third party provider of services, including but not limited to, dining, spa and retail, which are available to Customers participating in Program.

Merchant of Record

means *one of the following LoungeKey affiliates responsible for processing Customers payments for Lounge and Merchant access through Program:*

(i) Priority Pass Limited;

(ii) Priority Pass, Inc.;

(iii) Priority Pass (A.P.) Limited;

(iv) Collinson (Shanghai) Co. Ltd;

(v) Collinson Services India LLP;

(vi) Collinson Peru S.A.C.; and

(vii) Priority Pass (Asia) Pte. Ltd.

Program

means the LoungeKey Program provided by LoungeKey, or payment card provider designed to enable Customer access to Lounge and Merchant locations using a valid Means of Access.

2. Conditions of Use: Customer agrees that by using Program, Customer agrees to and accepts these Conditions of Use. These Conditions of Use will prevail over any other terms and conditions provided to Customer in relation to purchase, or use of, Program. LoungeKey reserves the right at all times to make any changes to these Conditions of Use. Customer agrees that LoungeKey may

provide notification by posting the Conditions of Use on the LoungeKey website and app, and that Customer use of Program constitutes agreement to the current Conditions of Use. Customers are advised to review these Conditions of Use prior to use of Program. Conditions of Use are effective as of the 1 January 2022 and will apply to use of Program from that point forward.

3. Terms: These Conditions of Use set out the terms relating to Program and use of Lounge or Merchant. Each Lounge and Merchant will have its own specific terms which will be outlined in the Lounge or Merchant description on Program website or app. By using the Lounge or Merchant Customer is accepting the Lounge or Merchant terms. Please read the Lounge or Merchant terms carefully before using the Lounge or Merchant.
4. Merchant of Record: *The principal entity supplying Lounge and Merchant access for Program is as follows:*
 - (i) *Priority Pass Limited for services within Europe, Middle East and Africa;*
 - (ii) *Priority Pass, Inc. for services within North America, South America (excluding Peru) and Latin America;*
 - (iii) *Priority Pass (A.P.) Limited for services within Asia Pacific (excluding People's Republic of China, India and Taiwan);*
 - (iv) *Collinson (Shanghai) Co. Ltd for services within People's Republic of China;*
 - (v) *Collinson Services India LLP for services within India;*
 - (vi) *Collinson Peru S.A.C. for services within Peru; and*
 - (vii) *Priority Pass (Asia) Pte. Ltd. for services within Taiwan.*Lounge and Merchant visits are subject to a per-person, per-visit, charge. Where applicable (dependent upon the benefit offered by a payment card provider), all such visits, including those by accompanying guests, will be debited to Customer's payment card by (i) LoungeKey or (ii) the payment card provider as per the rates and terms notified by (a) LoungeKey or (b) Customer's payment card provider in respect of their Program membership. If Customer has multiple Program memberships, Customer is responsible for presenting the correct Means of Access to the Lounge or Merchant staff for admittance, and may only use one such Program membership per visit. Any payment queries should be addressed with LoungeKey or the payment card provider and not the individual Lounge or Merchant.
5. Documentation: Admittance to a Lounge or Merchant is strictly conditional upon Customers possessing (i) a valid Means of Access, (ii) a valid boarding pass and (iii) any additional identification that the Lounge or Merchant may require from Customers and their guests, which may include passport, national identity card or driving license. Ineligible payment cards, photograph of Means of Access or provision of card number of Digital Card/payment card will not be accepted as substitutes for the payment card or Digital Card. Some Lounges and Merchants in Europe are located within designated Schengen areas of the airport which means that access is only provided to these locations if Customers are travelling between Schengen countries (https://ec.europa.eu/home-affairs/policies/schengen-borders-and-visa/schengen-area_en).
6. Use of Lounge or Merchant: When presenting the Means of Access on entering a Lounge or Merchant, Customers are required to inform staff that they wish to enter using Program by referencing "LoungeKey". Staff will verify eligibility to enter the Lounge or Merchant by checking the Means of Access visually and then electronically recording the Means of Access through a card/code reader, taking an imprint of the Means of Access or otherwise entering the details into

a secure system. Staff will also enter the number of guests, if any, accompanying Customer. If requested, Customer must sign the Record of Visit voucher, card reader screen and/or confirm, as applicable, that the Lounge or Merchant has reflected the exact number of guests, if any, when confirming access but does not show any person per visit charge. The charge per visit for Customer, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/log submitted by the Lounge or Merchant. The electronic record of Customer's Means of Access will be considered valid evidence of Customer accessing the Lounge or Merchant. Guests must register and enter the Lounge or Merchant location at the same time as Customer.

7. Record of Visit: Lounge or Merchant staff will, where appropriate, make a voucher imprint/log entry of the Means of Access and Customer is responsible for ensuring Record of Visit voucher/receipt/the log correctly reflects their own usage and that of any guests at the time of using the Lounge or Merchant. Where applicable, Customer is responsible for retaining Customer's copy of the 'Record of Visit' voucher or receipt presented to them. If a Customer requires a copy of the voucher/receipt Customer must make the request at the time of entering the Lounge or Merchant location. When entering with multiple Customers, it is each Customer's responsibility to ensure they are not charged for guests who may hold their own Program membership. It is advised that each Customer show the staff their Means of Access and sign their Record of Visit separately. LoungeKey will not be liable whatsoever for refusal of access by Lounge or Merchant due to technical issues with visit registration equipment.
8. Means of Access: Where a payment card is used as the Means of Access for Program, no point of sale transaction takes place. A charge may be made later to Customer's Means of Access, if applicable and according to the terms of the benefit offered by a payment card provider.
9. Access via Electronic Device: Use of the Means of Access a Customer's smartphone, tablet or other device may require inspection by staff, including the need for the member of staff to handle the device. LoungeKey accepts no liability for any damage caused to the device by Lounge or Merchant's staff.
10. Digital Card Use and expiry: Means of Access is non-transferable and Customers may only use the Lounge or Merchant up to and including the expiry date shown on the Program website or app, or until expiry of the benefit offered by a payment card provider. Means of Access may not be used by any person other than the named Customer.
11. Merchant Charges: LoungeKey is not responsible for any charges made by the Merchant in relation to any Merchant visit, whether authorised, unauthorised or incorrect.
12. Children: Applicability of Lounge or Merchant access for children varies according to each specific Lounge or Merchant's policies. Customer is advised to check the Lounge or Merchant description provided within the 'Lounge Finder' link in Program email for specific child-related provisions prior to using the Lounge or Merchant. Inclusion of children with regard to eligibility for the Lounge or Merchant is at the discretion of the Lounge or Merchant involved.
13. Behavioural Standards: Use of Lounge or Merchant location is subject to Customers, guests and children behaving and dressing in accordance with the Lounge or Merchant terms and conditions, and any person not complying with such terms and conditions may be asked to vacate the

Lounge or Merchant. LoungeKey is not liable for any loss suffered by Customer or any guests where a Lounge or Merchant has refused admission or Lounge or Merchant use because Customer or any guests has not complied with the terms of this Program or the Lounge or Merchant's terms and conditions. Customers are advised to refer to Lounge or Merchant's website for more details; however, in general, Lounges have a smart-casual dress code and reserve the right to refuse entry based on non-suitable attire. Lounges do not allow certain items of clothing including but not limited to; sportswear, vest tops for men, football/rugby team shirts, sports tracksuits, clothing with offensive slogans or motifs, baseball caps, tour shirts, fancy dress, hair rollers or having hair rollers on show.

14. Travel Industry Employees: Persons working at airport locations, airline, airport or other travel industry employees travelling on reduced-rate tickets are not eligible for access to Program and LoungeKey has the right to refuse Program membership to people who are employed or contracted to an airline, airport or a Government in respect of airline or airport security.
15. Consumption Charges: The provision of alcoholic drinks, where local law permits, is at the discretion of each Lounge or Merchant and in some cases may be limited or unavailable. In such cases Customer is responsible for paying any charges for additional consumption or for premium alcoholic drinks directly to Lounge or Merchant (see individual Lounge or Merchant descriptions for details).
16. Telephone and Wi-Fi: Telephone and Wi-Fi availability vary in each Lounge and are provided at the Lounge's discretion. Free usage of telephone facilities is normally limited to local calls only. Charges for any other services are at the discretion of each Lounge and Customer is responsible for paying these directly to the Lounge.
17. Flight Announcements: Lounge and Merchants have no obligation to announce flight information and Customer accepts that LoungeKey will not be held liable for any direct or indirect loss resulting out of any Customer and/or guests failing to board their flight. It is Customer's responsibility to check the relevant entry requirements for any country being visited and to have the correct travel documentation for the journey.
18. Changes to Program: LoungeKey may amend the Lounge or Merchant charges or Program at any time on providing 30 days' notice in advance of such change. Where Customer receives Program through a payment card provider or other organisation any changes in Lounge or Merchant charges or Program will be notified to the payment card provider, who is responsible for advising Customer. In the event that a Customer does not accept a change in the Lounge or Merchant charges or Program, Customer will have the right to terminate their Program membership by providing 30 days' notice in writing directly to the payment card provider or other organisation who will be responsible for informing LoungeKey and liable for any costs Customer incurs as a result of its failure to inform LoungeKey of such termination.
19. Third Party Organisations: Lounge and Merchants are owned and operated by third party organisations. Customer and guests must abide by the rules and policies of each participating Lounge or Merchant, and Customer accepts that provision of a Means of Access for a Lounge or Merchant does not guarantee access or continued access and is subject to capacity restrictions. Customer accepts that LoungeKey has no control over the Lounge or Merchant's decision of whether to admit any Customer, the number of people allowed in at any time, facilities offered,

the opening/closing times, the length of time which Customers may spend in the Lounge or Merchant, any charges payable above and beyond those included, or the personnel employed. LoungeKey will use reasonable endeavours to ensure the benefits and facilities are available as advertised, but Customer accepts that LoungeKey does not warrant nor guarantee in any way that any or all of the benefits and facilities will be available at the time of Customer's visit.

20. Third Party Links and Websites: Program website may contain links to websites, offers or programmes that are operated or owned by third parties that are not part of, or controlled by, LoungeKey. LoungeKey accepts no responsibility for the content of any such third party websites, or in relation to use of any Lounge and Merchant or the redemption of any offers by third parties. LoungeKey will not be liable for any loss or damage that may arise from Customer's use of any third party websites, offers or programmes.
21. Loss: Customer accepts that LoungeKey is not liable for any direct or indirect loss to Customer, or any guests, arising from the provision or non-provision, whether in whole or in part, of any of the advertised benefits and facilities. Customer accepts that LoungeKey is not liable for any loss or personal injury suffered inside a Lounge or Merchant location by any person who has entered under the Program.
22. Personal Belongings: To the fullest extent allowed by law, LoungeKey accepts no responsibility for the actions of Customer when using any Lounge or Merchant or participating in Program, and will not be responsible for any personal belongings brought into a Lounge or Merchant by Customers or their guests.
23. Lost or Stolen Means of Access: Lost, stolen or damaged Means of Access must be notified to the payment card provider or other organisation who will be responsible for providing a replacement.
24. Invalid Means of Access: Any Lounge or Merchant accessed by a Customer using an invalid Means of Access, including any guests, will be charged to Customer.
25. Cancellation by Customer: In the event of Customer cancelling their relationship with the payment card provider or other organisation through which their Program access is granted, the Means of Access will be cancelled with effect from the effective date of that cancellation. Any Lounge or Merchant accessed by a Customer using an invalid Means of Access, including any guests, will be charged to that Customer. Customers who have access to Program via a payment card provider or other organisation should contact the payment card provider or other organisation for all cancellation matters.
26. Cancellation and outstanding charged: In the event that Program membership has been revoked due to Customer's payment card being cancelled or an account being transitioned to a payment card that no longer participates in Program, LoungeKey reserves the right to pursue legal action to recover any outstanding charges.
27. Cancellation by LoungeKey: LoungeKey reserves the right at any time in its sole discretion and without notice to revoke Program membership to or terminate Program. LoungeKey reserves the right to immediately cancel, without refund, any Program membership which is found to be in

breach of these Conditions of Use.

28. Renewal of Program: Renewal terms and conditions are at the sole discretion of LoungeKey.
29. Fees: LoungeKey reserves the right to increase any fees applicable under the Program upon 30 days' notice to Customer. These may include but are not limited to, Program membership, Lounge or Merchant fees.
30. Additional Payments: By providing payment card details upon enrollment for payment of Program membership, Customer accepts and acknowledges that these payment card details will be stored and used for payment for any additional Lounge or Merchant fees not included in Program membership, at the prevailing rate.
31. Stored Payment Cards: By providing payment card details through account registration or use of payment card as Means of Access at Lounge or Merchant where applicable Customer agrees payment card details will be stored and used for payment for any Program membership, Lounge or Merchant fees, or for processing any account verification checks, where applicable. LoungeKey may, from time to time, process additional verification transactions or payment card authentication on the stored payment card to maintain appropriate authority for charging payments or processing account verification checks in accordance with prevailing regulations. Any amount debited will be cancelled/reversed by LoungeKey upon verification from Customer's payment card provider.
32. Indemnity: Customer agrees that s/he will defend and indemnify LoungeKey and its directors, officers, employees, agents and affiliates (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable legal fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of Program by Customer or any other person accompanying Customer, except that such indemnification will not extend to acts of gross negligence or wilful misconduct by the indemnified parties.
33. Tax Liability: LoungeKey makes no representations as to any income, use, excise or other tax liability of Customers as a result of their Program membership. Customers are advised to check with their accountant or tax adviser for further information. Customer is solely responsible for any tax liability as a result of Program membership.
34. Personal Data: By participating in Program, Customer consents to their personal data being used in accordance with Program privacy policy available on Program website or on written request to Lounge Key Limited at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, United Kingdom.
35. Disputes: Customer agrees LoungeKey is not responsible for any disputes or claims that may occur between Customer, Lounges or payment card providers, nor for any losses, costs, damages, or expenses incurred or debited.
36. Program Complaints: LoungeKey is not responsible for any disputes or claims that may occur between Customer and Lounges or Merchants, nor for any losses, costs, damages, or expenses incurred. If Customer has any concerns or complaints about Program they should contact LoungeKey. Any claims, issues or complaints arising out of or in connection with Program

regarding Lounge or Merchant location visits should be dealt with by LoungeKey and made within six months of the relevant Lounge or Merchant location visits. LoungeKey aims to answer Customer's query within five working days of receipt. If LoungeKey is not able to respond to a complaint within five working days, LoungeKey will send an acknowledgement letter to keep Customer informed of the progress LoungeKey is making. To make a complaint Customer can:

Telephone the following LoungeKey Head Offices:

United Kingdom: +44 (0) 208 865 0767

Hong Kong: +8-52-3071-5062

USA / Dallas: +1 46 9334 4174

Write to:

LoungeKey

PO Box 815

Haywards Heath

RH16 9LR

United Kingdom

Email: info@loungekey.com

37. Disputes: Should a Customer not be satisfied with the service and dispute resolutions provided by LoungeKey, the Retail Ombudsman may be contacted on the below details:

CDRL Consumer Dispute Resolution Ltd

12-14 Walker Avenue

Stratford Office Village

Wolverton Mill

Milton Keynes

MK12 5TW

020 3540 8063

<https://www.cdrl.org.uk/>

38. Monitoring: LoungeKey is constantly trying to improve the services it provides to Customers therefore we may occasionally monitor telephone calls from Customers to maintain and enhance our services. Where calls are recorded, Customers may access their own telephone recordings and call charges by submitting their request in writing to the LoungeKey.
39. Sanctions: Customer represents and warrants that (i) Customer is not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a "terrorist supporting" country; and (ii) Customer is not listed on any U.S. government "watch list" of prohibited or restricted parties, including the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List published by the U.S. Department of Commerce.
40. Jurisdiction: To the extent permissible by local law or regulation, these Conditions of Use will be governed by and construed in accordance with English law and LoungeKey and Customer will submit to the non-exclusive jurisdiction of English courts to resolve any disputes that arise out of

them.

41. Enforceability: Any provision of these Conditions of Use declared void or unenforceable by any competent authority or court will, to the extent of such invalidity or unenforceability, be deemed severable and will not affect the other provisions of these Conditions of Use.
42. Conflict: If there is any conflict in meaning between the English language version of these Conditions of Use and any version or translation of these Conditions of Use, the English language version will prevail.

Discount Offer Specific Terms:

If your Program membership includes access to Discount Offers, the following specific terms will be applicable in addition to clauses 1-42:

Discount	Offer
means dining, spa, and retail offers typically characterised by a discount offered by a Merchant to Customer where the Merchant is the Merchant of Record (Customer pays the Merchant directly); generally, Merchant-funded discounts (money-off or %-off).	

Merchant

means a third party provider of services for which a Means of Access can be used for a Discount Offer.

43. Merchant of Record: Merchant is the Merchant of Record for Discount Offers access through this Program. Customer pays the Merchant directly following use of the Discount Offer.
44. Access: Discount Offers can only be accessed through Program website or app. Discount Offer will be applied by the Merchant following the settlement of the transaction between Customer and the Merchant.
45. Discount Offer Terms: Each Discount Offer will have its own specific terms, which will be outlined in Discount Offer description and accessible through Program website or app prior to accessing. By generating a Discount Offer, Customer is accepting Discount Offer terms. Please read Discount Offer terms carefully before accessing a Discount Offer.
46. Means of Access: The Means of Access will be an eligible QR code, which will be generated after selecting Discount Offer, and will allow Customer to use Discount Offer with the Merchant.
47. Use of Discount Offer: In order to access Discount Offers, the Means of Access must be presented to the Merchant, and Customer is required to inform Merchant staff that they wish to use Discount Offer. The Means of Access will be verified visually by Merchant staff to validate Customer's eligibility to access Discount Offer provided through Program, and also the number of eligible guests accompanying Customer.
48. Additional Charges: Customer is responsible for any additional charges incurred, which are not specifically detailed as included in Discount Offer.

49. Use and expiry: Use of Discount Offer is non-transferable and Customers may only use Discount Offer until either the expiry date shown on Program website and/or app, or until the expiry of Discount Offer as stated in Discount Offer terms. Discount Offer may not be used by any person other than Customer and their eligible guests.
50. Merchant Charges: LoungeKey is not responsible for any charges made by the Merchant in relation to any Discount Offer, whether authorised, unauthorised, or incorrect.
51. Disputes: Any claims or issues arising out of or in connection regarding Discount Offers should be dealt with by the Merchant. Customers with complaints relating to any Discount Offer should, within 30 days of use of Discount Offer, make a complaint to the Merchant following the complaints procedure outlined in Discount Offer terms.