

Priority 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 Membership Card	means the digital version of the Priority Pass Card which upon activation provides card-free access to the majority of Lounges and Merchants in Programme.
Lounge/s	means a third party provider of airport or travel lounges which are available to Customers participating in Program.
Means of Access	means Priority Pass Card, Digital Membership Card, eligible payment card, QR code, barcode or any such other form of access as detailed by Priority Pass 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 the organisation responsible for processing Customers payments. Priority Pass Limited is the Merchant of Record for Lounge access through Program.
Priority Pass	means Priority Pass Limited of Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, Company No. 08792537.
Priority Pass Card	means the embossed plastic membership card or any such other form of access as detailed by Priority Pass in writing from time to time at its sole discretion.
Programme	means the Priority Pass membership programme provided by Priority Pass Limited designed to enable Customer access to Lounge and Merchant locations using a 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. Priority Pass reserves the right at all times to make any changes to these Conditions of Use. Customer agrees that Priority Pass may provide notification by posting the Conditions of Use on the Priority Pass 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 16th December 2020 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: Lounge and Merchant visits are subject to a per person, per visit, charge. Where applicable (dependent upon Program membership plan), all such visits, including those by accompanying guests, will be debited to Customer's payment card by (i) Priority Pass or (ii) the payment card provider as per the rates and terms notified by (a) Priority Pass 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 Priority Pass 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 Priority Pass Card/Digital Membership Card/payment card will not be accepted as substitutes for the Priority Pass Card, Digital Membership Card or eligible payment 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 traveling between Schengen countries (http://ec.europa.eu/dgs/home-affairs/what-we-do/policies/borders-and-visas/schengen/index_en.htm).
6. Use of Lounge or Merchant: When presenting the Means of Access on entering the Lounge or Merchant, staff will either electronically scan or take an imprint of the Means of Access and may issue a 'Record of Visit' voucher to the Customer, where applicable, or make a log entry. If requested, Customer must sign the Record of Visit voucher or confirm by signing the electronic reader, as applicable, that the Lounge or Merchant has reflected the exact number of guests, if any, when confirming access but does not show any per 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 visit 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. Priority Pass 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 Digital Membership Card on Customer's smartphone, tablet or other device may require inspection by Lounge or Merchant's staff, including the need for the member of staff to handle the device. Priority Pass accepts no liability for any damage caused to the device by Lounge or Merchant's staff.
10. Payment Card: Not all Lounges and Merchants in Program are able to accept a payment card and for these locations Customer must present the Priority Pass Card or Digital Membership Card to gain access. Prior to travelling Customers are advised to check Program website or app to confirm whether a given location accepts the payment card and should always have a Priority Pass Card or Digital Membership Card available when visiting.
11. Pre-Booking: Where applicable, Lounges may offer a pre-booking service at an additional charge, which is not managed by Priority Pass but by the Lounge. Any concerns and queries should be addressed to the Lounge directly
12. Use and expiry: Means of Access is non-transferable and Customers may only use the Means of Access upon signature by Customer on Priority Pass Card or agreement with Digital Membership Card terms and conditions and up to and including the expiry date. Means of Access may not be used by any person other than the named Customer and only one Means of Access may be used for each visit to a Lounge or Merchant location.
13. Merchant Charges: Priority Pass is not responsible for any charges made by the Merchant in relation to any Merchant visit, whether authorised, unauthorised or incorrect.
14. Children: Applicability of Lounge access for children varies according to each specific Lounge's policies. Customer is advised to check the Lounge description provided within the Lounge Finder link for specific child-related provisions prior to using the Lounge access. Inclusion of children with regard to eligibility for the Lounge is at the discretion of the Lounge involved.
15. Behavioural Standards: Use of Lounge and Merchant location is subject to Customers, guests and children behaving and dressing in accordance with the Lounge or Merchant's terms and conditions, and

any person not complying with such terms and conditions may be asked to vacate the facilities. Priority Pass is not liable for any loss suffered by Customer or any guests where a Lounge or Merchant has refused service because Customer or guests have not complied with these conditions. Priority Pass 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.

16. Travel Industry Employees: Persons working at airport locations, airline or other travel industry employees traveling on reduced-rate tickets are not eligible for access to Program and Priority Pass 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.
17. 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).
18. 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 Lounge facilities are at the discretion of each Lounge and Customer is responsible for paying these direct to the Lounge.
19. Flight Announcements: Lounge and Merchants have no obligation to announce flight information and Customer accepts that Priority Pass 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.
20. Changes to Program: Priority Pass 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 will be notified to the payment card provider or other organisation, 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 Priority Pass, or to the payment card provider or organisation who will be responsible

for informing Priority Pass and liable for any costs Customer incurs as a result of its failure to inform Priority Pass of such termination.

21. 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 Priority Pass 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. Priority Pass will use reasonable endeavours to ensure the benefits and facilities are available as advertised, but Customer accepts that Priority Pass 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.
22. Third Party Links and Websites: The Program website may contain links to websites, offers or programs that are operated or owned by third parties that are not part of, or controlled by, Priority Pass. Priority Pass 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. Priority Pass will not be liable for any loss or damage that may arise from Customer's use of any third party websites, offers or programs.
23. Loss: Customer accepts that Priority Pass 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 Priority Pass is not liable for any loss or personal injury suffered inside a Lounge or Merchant location by any person who has entered with a Means of Access.
24. Personal Belongings: To the fullest extent allowed by law, Priority Pass 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.
25. Lost or Stolen Means of Access: Lost, stolen or damaged Means of Access must be notified immediately to (i) the Priority Pass office from which the Means of Access was issued, or (ii) the payment card provider or other organisation, who will be responsible for providing a replacement Means of Access. A charge may be levied for any replacement Means of Access.
26. 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.

27. Cancellation by Customer: In the event of Customer cancelling either their access to Program, or the relationship with the payment card provider or other organisation through which their access is granted, the Means of Access will be cancelled with effect from the effective date of that cancellation. Customers who have access to Program directly through Priority Pass should contact Priority Pass for all cancellation matters. 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.
28. 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 the Program, Priority Pass reserves the right to pursue legal action to recover any outstanding charges.
29. Cancellation by Priority Pass: Priority Pass reserves the right at any time in its sole discretion and without notice to revoke membership to Priority Pass or to terminate the Program. Where applicable, a proportional refund of the Program annual fee/enrollment fee will be made provided revocation has not been made because of fraud or misuse by Customer. Priority Pass reserves the right to immediately cancel, without refund, any Program membership which is found to be in breach of these Conditions of Use.
30. 'Cooling Off Period' for first Program memberships: First time Customers of Program purchased directly through Priority Pass will be entitled to a full refund of Program membership fees if cancelled within 14 days of the initial purchase and service has not been used in full by Customer. Any services used during this 14 day cancellation period will be deducted from any refund due following cancellation of Program membership before the 14 day cancellation period has expired. Cancellation of membership must be requested in writing to the Priority Pass office where the Means of Access was issued, or via phone at +44 20 8680 1338.
31. Renewal of Program: Renewal terms and conditions are at the sole discretion of Priority Pass.
32. Automatic Billing: If Program membership has been purchased directly from Priority Pass, and at the point of enrollment Customer agreed to automatic billing, Program membership will be automatically renewed. If Customer does not wish to renew their Program membership, Customer must cancel their Program membership within 30 days of the renewal date by writing to the Priority Pass office where the Means of Access was issued. If Customer wishes to cancel automatic billing for their Program membership they should confirm in writing at least 6 weeks prior to the expiry date of their active Program membership.
33. Standard Billing: If Program membership has been purchased directly from Priority Pass and Customer has agreed to standard billing, Program membership will expire if Customer does not inform Priority

Pass that they wish to renew their Program membership in writing prior to the end of the Program membership.

34. Fees: Priority Pass reserves the right to increase any fees applicable under Program upon 30 days' notice to Customer. These may include but are not limited to, Program membership, Lounge or Merchant fees.
35. Stored Payment Cards: By providing payment card details for payment of Program, Customer agrees payment card details will be stored and used for payment for any Program membership, Lounge or Merchant fees. Priority Pass may, from time to time, process additional verification transactions on the stored payment card to maintain appropriate authority for charging payments in accordance with prevailing regulations. Any amount debited will be cancelled/reversed by Priority Pass upon verification from Customer's payment card provider.
36. Upgrades and Downgrades: If Program membership has been purchased directly from Priority Pass, first time Customers of the Program may upgrade or downgrade their Program membership by contacting Priority Pass within 14 days of the commencement of their Program membership as long as no Lounge or Merchant location visits have been made by Customer. Renewing Customers may only upgrade or downgrade their Program membership at the commencement of a new Program membership period.
37. Additional Charges: If Program membership has been purchased directly from Priority Pass and depending on Customers country of residence, a postage and handling charge of GBP £10 / EUR €10 / USD \$10 may be levied. Priority Pass is not responsible for any additional charges or international fees that Customer may suffer in relation to transactions and payments.
38. Indemnity: Customer agrees that s/he will defend and indemnify Priority Pass 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.
39. Tax Liability: Priority Pass 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.
40. Personal Data: By participating in Program, Customer consents to their personal data being used in accordance with the Program privacy policy available on Program website or available on written

request to Priority Pass Limited at Cutlers Exchange, 123 Houndsditch, London EC3A 7BU, United Kingdom.

41. Disputes: Customer agrees Priority Pass 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.
42. Program Complaints: Priority Pass 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 the Program they should contact Priority Pass. Any claims, issues or complaints arising out of or in connection with the Program regarding Lounge or Merchant location visits should be dealt with by Priority Pass and made within six months of the relevant Lounge or Merchant location visit. Priority Pass aims to answer Customer's query within five working days of receipt. If Priority Pass is not able to respond to a complaint within five working days, Priority Pass will send an acknowledgement letter to keep Customer informed of the progress Priority Pass is making. To make a complaint Customer can:

43. Ombudsman: Should a Customer not be satisfied with the service and dispute resolutions provided by Priority Pass, 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
England
United Kingdom

Telephone: 0203 540 8063

Website: www.cdrl.org.uk

44. Monitoring: Priority Pass 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 Priority Pass office where the Priority Pass Card was issued.
45. 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.

46. 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 Priority Pass and Customer submit to the non-exclusive jurisdiction of English courts to resolve any disputes that arise out of them.
47. 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.
48. 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.

49. **Discount Offer Specific Terms:**

If your Program membership includes access to Discount Offers, the following specific terms will be applicable in addition to clauses 1-48:

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).

50. **Merchant of Record:** Merchant is the Merchant of Record for Discount Offers access through this Program. Customer pays the Merchant directly following use of Discount Offer.

51. **Access:** Discount Offers can only be accessed through the Program website or app. The Discount Offer will be applied by the Merchant following the settlement of the transaction between Customer and the Merchant.

52. **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.

53. **Means of Access:** The Means of Access will be an eligible QR code or alphanumeric code, which will be generated after selecting Discount Offer, and will allow Customer to use Discount Offer with the Merchant.

54. **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.

55. **Additional Charges:** Customer is responsible for any additional charges incurred, which are not specifically detailed as included in Discount Offer.

56. **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.

57. **Merchant Charges:** Priority Pass is not responsible for any charges made by the Merchant in relation to any Discount Offer, whether authorised, unauthorised, or incorrect.

58. 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.

Priority Lane Specific Terms:

If your Program membership includes access to Priority Lane, the following specific terms will be applicable in addition to clauses 1-48:

Priority Lane means a pre-bookable service which enables a Customer to receive access to the dedicated security or passport control lanes provided by the Merchant to Customer.

59. **Merchant of Record:** Priority Pass is the merchant of record for Priority Lane access through this service. Customer pays Priority Pass directly prior to use of Priority Lane.
60. **Access:** Priority Lane can only be accessed by Customer through Program website or app. Priority Lane will be provided by the Merchant following the settlement of the transaction between Customer and Priority Pass.
61. **Priority Lane Terms:** Each Merchant will have its own service specific terms and conditions which Customer will be required to comply with. By using the Priority Lane service, Customer is accepting the Merchant terms. Please read Merchant terms carefully before using Priority Lane. In the event of a conflict between Priority Pass and Merchant terms, Priority Pass terms will prevail.
62. **Means of Access:** The means of access will be an “e-pass” QR code which will be generated after purchasing Priority Lane and emailed to Customer and will allow Customer to use Priority Lane with the Merchant.
63. **Use of Priority Lane:** In order to access Priority Lane, the Means of Access must be presented to the Merchant by Customer informing Merchant staff that they wish to use Priority Lane or by Customer and each guest validating their Means of Access at an automated access point. Means of Access will be verified to validate Customer and guest’s eligibility to use Priority Lane. Customer and guests are subject to the same security or immigration verification that all passengers must undertake.
64. **Third Party Organisations:** Merchants are third party organisations and Priority Pass cannot guarantee the access of Priority Lane at Merchant’s location or that the queuing time will be less than the standard lane/s.
65. **Use and expiry:** Use of Priority Lane is non-transferable and Customers may only use Priority Lane on the date and time shown on the Means of Access. Priority Lane may not be used by any person other than Customer and their eligible guests. Priority Lane access cannot be guaranteed and is at the sole discretion of the Merchant if Customer and guests arrive at a time not shown on the Means of Access.
66. **Additional Charges:** Priority Pass is not responsible for any additional charges made by the Merchant in relation to Priority Lane, whether authorised, unauthorised, or incorrect.

67. Cancellations and Refunds: Cancellation or amendment of the Means of Access is not permitted. Refunds will not be given for any cancelled, unredeemed or amendment requests on Priority Lane.
68. Loss: Customer accepts that Priority Pass 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 Priority Pass is not liable for any loss or personal injury suffered at a Merchant location by any person.
69. Disputes: Any claims, issues or complaints arising out of or in connection with Program regarding Priority Lane access should be dealt with by Priority Pass and made within 30 days of the relevant Merchant location visit.