

LoungeKey Pass Conditions of Use

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

App	means the mobile application for the Program.
Customer	means any person who participates in the Program.
Lounge/s	means airport lounges which are available to Customers.
LoungeKey	means Lounge Key Limited of Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, Company No. 08792537.
Means of Access	means an eligible QR code, LoungeKey Pass or any such other form of access as detailed by LoungeKey in writing from time to time at its sole discretion.
Merchant of Record	means the organisation responsible for processing Customers payments. LoungeKey Limited is the Merchant of Record for Lounge access through the Program.
Program	means the LoungeKey Pass program.

2. The Program: The Program is designed to enable access to airport lounges.

3. Conditions of Use: The Customer agrees that by using the Program or Lounges, the Customer agrees to and accepts these Conditions of Use. These Conditions of Use will prevail over any other terms and conditions provided to the Customer in relation to purchase, or use of, the Program or Lounge. LoungeKey reserves the right at all times to make any changes to these Conditions of Use. Customers agree that LoungeKey may provide notification by posting the Conditions of Use on the LoungeKey website and App, and that Customer use of the Program constitutes agreement to the current Conditions of Use. Customers are advised to review these Conditions of Use prior to use of the Program and Lounge. Conditions of Use are effective as of the 29 September 2017 and will apply to use of the Program from that point forward.

4. Terms: These Conditions of Use set out the terms relating to the Program and use of Lounge access. Each Lounge will have its own specific terms which will be outlined in the Lounge description on the website or App. By using the Lounge the Customer is accepting the Lounge terms. Please read the Lounge terms carefully before using the Lounge access.

5. Documentation: Use of Lounge is conditional upon presentation of an eligible Means of Access, together with any additional identification required by the Lounge (such as passport, boarding pass, national identity card or driving license).

6. Use of Lounge: When presenting the Means of Access on entering a Lounge, Customers are required to inform Lounge staff that they wish to enter the Lounge using the Program by referencing "LoungeKey Pass". Lounge staff will verify eligibility to enter the Lounge by checking the Means of Access visually and then electronically recording the Means of Access through a card/code reader, or otherwise entering the

details into a secure system. If requested, the Customer must sign the card reader screen. The electronic record of the Customer's Means of Access will be considered valid evidence of the Customer accessing the Lounge.

7. Means of Access on Device: Use of the Lounge access by presenting a Means of Access on a Customer's smartphone, tablet or other device may require inspection by staff in the Lounge, including the need for the member of staff to handle the device. LoungeKey accepts no liability for any damage caused to the device by a member of staff at a Lounge location.

8. Use and expiry: Use of the Lounge access is not transferable, and Customers may only use the Lounge access up to and including the expiry date shown on the Means of Access. The Lounge access may not be used by any person other than the eligible Customer.

9. Children: Applicability of Lounge access for children varies according to each specific Lounge's policies. Therefore the Customer is advised to check the Lounge description provided within the Lounge Finder link within the LoungeKey Pass email 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.

10. Behavioural Standards: Use of Lounge access is subject to Customers behaving and dressing in accordance with the relevant terms, and any person not complying with such terms may be asked to vacate the Lounge. LoungeKey is not liable for any loss suffered by the Customer where a Lounge has refused admission or Lounge use because the Customer has not complied with the terms.

11. Travel Documentation: Admittance to Lounges is strictly subject to Customers being in possession of a valid flight ticket and travel documents for the same day of travel. Outside the United States of America flight tickets must be accompanied by a valid boarding pass. Please note some lounges in Europe are located within designated Schengen areas of the airport, which means that access is only provided to these Lounges if Customers are travelling between Schengen countries (an up to date list of Schengen countries is detailed at https://ec.europa.eu/home-affairs/what-we-do/policies/borders-and-visas/schengen_en)

12. Consumption Charges: The provision of free alcoholic drinks (where local law permits) is at the discretion of each Lounge location and in some cases may be limited or unavailable. In such cases the Customer is responsible for paying any charges for additional consumption directly to Lounge staff. See individual Lounge descriptions for details.

13. Telephone and Wi-Fi: Telephone and Wi-Fi facilities (where available) vary and are provided at the Lounge's discretion. Free usage of telephone in Lounge facilities is generally limited to local calls only. Charges for any other services are at the discretion of each Lounge, and the Customer is responsible for paying these directly to the Lounge.

14. Flight Announcements: Lounges have no obligation to announce flights and the Customer accepts that LoungeKey shall not be held liable for any direct or indirect loss resulting out of any Customer failing to board their flight(s). Further, it is the Customer's responsibility to check the relevant entry requirements for any country being visited and to have the correct travel documentation for the journey.

15. Changes to Lounge Access: LoungeKey may amend the Lounge access at any time without notice in advance of such change. The Customer may be notified by Customer's LoungeKey Pass issuer, or by LoungeKey, of changes to the Program. LoungeKey is not liable for any costs the Customer incurs as a result of failure to inform LoungeKey of such termination.

16. Third Party Organisations: Lounges are owned and operated by third party organisations. The Customer must abide by the rules and policies of each participating location, and the Customer accepts that provision of a Means of Access for a Lounge does not guarantee access to that Lounge. The Customer accepts that LoungeKey has no control over the Lounge'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 location, any charges payable above and beyond those included in the Lounge access, or the personnel employed by the Lounge. LoungeKey will use reasonable endeavours to ensure the Lounge access is available as advertised, but the Customer accepts that LoungeKey does not warrant nor guarantee in any way that any or all of the Lounges will be available at the time of the Customer's visit.

17. Loss: The Customer accepts that LoungeKey is not liable for any direct or indirect loss to the Customer, arising from the provision or non-provision (whether in whole or in part) of any of the advertised Lounges. The Customer accepts that Lounge Key is not liable for any loss or personal injury suffered inside a Lounge by any person who has entered with a LoungeKey Pass.

18. Personal Belongings: To the fullest extent allowed by law, LoungeKey accepts no responsibility for the actions of the Customer when using any Lounge access, and shall not be responsible for any personal belongings brought into a Lounge by Customers.

19. Lost, Stolen Means of Access: LoungeKey shall not be responsible for replacing any lost, stolen, damaged, or otherwise non-functional Means of Access, and shall not be liable for any inability of a Customer to access the Lounge during any period that any Means of Access is being replaced or updated.

20. Disputes: LoungeKey is not responsible for any disputes or claims that may occur between the Customer and Lounges, nor for any losses, costs, damages, or expenses incurred. Any claims or issues arising out of or in connection with the Program regarding Lounge access should be dealt with by LoungeKey. Customers with complaints relating to any Lounge access should, within six months of the relevant Lounge access make a complaint via one of the channels listed. Contact LoungeKey: - <https://contactus.loungekey.com/pass>

21. Indemnity: The Customer agrees that s/he will defend and indemnify LoungeKey and its directors, officers, employees and agents (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 any Lounge access by the Customer or any other person accompanying the Customer, except that such indemnification shall not extend to acts of gross negligence or willful misconduct by the indemnified parties.

22. Tax Liability: LoungeKey makes no representations as to any income, use, excise or other tax liability of Customers as a result of their Lounge access. Customers are advised to check with their accountant or tax adviser for further information. The Customer is solely responsible for any tax liability as a result of purchasing or using a Lounge access.

23. Personal Data: By participating in the Program, the Customer consents to any personal data being used in accordance with the privacy policy, available on written request to Lounge Key Limited at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU, UK.

24. Sanctions: The Customer represents and warrants that (i) the 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) the 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.

25. Ombudsman: 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:

The Retail Ombudsman
33 Floor Euston Towers
286 Euston Road
London
NW1 3DP
Telephone: 0203 540 8063
Website: www.theretailombudsman.org.uk/

26. 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.

27. Jurisdiction: To the extent permissible by local law or regulation, these Conditions of Use shall be governed by and construed in accordance with English law, and LoungeKey and the Customers shall submit to the exclusive jurisdiction of English courts to resolve any disputes that arise out of them.

28. Enforceability: Any provision of these Conditions of Use declared void or unenforceable by any competent authority or court shall, to the extent of such invalidity or unenforceability, be deemed severable and shall not affect the other provisions of these Conditions of Use.

29. Conflict: If there is any conflict in meaning between the English language version of these Conditions of Use and any version or translation, the English language version shall prevail.

Last updated 29 September 2017.