

TEN LIFESTYLE GROUP PLC

Terms and Conditions

1. INTRODUCTION

The Visa Premium Concierge program (the “**Program**”) is provided by Ten Lifestyle Group PLC (“**Ten**”). Ten provides concierge services (the “**Concierge Service**”) to groups of individuals (“**You**”) and these individuals are known collectively and individually as “**Members**”.

The Concierge Service is provided primarily through: (a) an online knowledge base (“**TenMAID**”); (b) personalized advice received via phone or email; and (c) third party services provided by non-partnered suppliers and partnered suppliers (“**Third Party Suppliers**”). The Concierge Service is provided in English and Russian language only.

These Terms and Conditions govern your use of this Program and describe your responsibilities regarding such services or products. By using the Program, you agree and warrant that:

- You are an individual who is at least 18 years of age, or alternatively possess the legal authority to enter into this agreement;
- All information supplied by You using this Program is true and accurate; You have read, understood and accepted these Terms and Conditions; and
- You have read, understood and accepted the Privacy Statement.

For the avoidance of doubt, no information, services or articles are being provided by Visa or its affiliates (“**Visa**”), nor is Visa acting as a Third Party Supplier or providing any consultation or advice, in connection with the Program. Any services, information or articles purchased by you in connection with the Program will be pursuant to a contract between you and Ten, and not Visa. If you have a Visa Signature or Visa Infinite product you are likely to have access to the Program. To confirm eligibility, contact your issuing bank, or contact Ten who can check for you if your card type enables you to use the Program.

2. OUR SERVICES

- The Concierge Service Ten provides via phone and email includes:
 - the ability to search for Third Party Suppliers and where applicable book services and goods directly with Third Party Suppliers (“**Services**”);
 - the ability to request to be updated on specific information;
 - the ability to add in a new request to the Concierge Service;
 - such other services as we elect to provide from the Concierge Service from time to time, including the ability to call and speak to a Lifestyle Manager.
- Ten audits its partnered Third Party Suppliers and each partnered supplier has agreed to Ten’s terms and conditions of business. Wherever possible Ten works with its partnered Third Party Suppliers, however where no partnered Third Party Supplier is available to provide a service which is requested through the Concierge Service, Ten will use its reasonable endeavors and industry knowledge to source and then vet a relevant new supplier. For the avoidance of doubt, where Ten’s reasonable endeavors do not identify a suitable Third Party Supplier, Ten may inform the member that the service requested is not available and Ten shall not be liable for such unavailability.

- Offers made available through the Concierge Service, e.g. a glass of champagne on arrival at certain restaurants organized through concierge, or a special discount or benefit with a retailer, are subject to availability and may be withdrawn at any time.
- Ten does not provide or source financial services advice or medical advice at any time.
- Ten does not provide secretarial or specialised services. Examples of this may include but are not limited to making business appointments, performing complex, extensive or highly specialist research tasks, translations, list broking, etc.
- Unless otherwise stated, when you make a request for Services from a Supplier through the Concierge Service, Ten will act as your agent and you will enter into a contract directly with the Third Party Supplier for the provision of the Services and you will be bound by the Third Party Supplier's terms and conditions (including their cancellation terms), which will be made available to you before you make your booking.

3. HOW TO CONTACT US

If you require clarification or further information regarding the Program or your transaction, you are advised to contact Ten via the normal concierge service email address or phone number provided by your issuing bank.

4. FAIR USAGE POLICY

- You must make sure that any use of the Concierge Service, by yourself or any permitted user complies with this Policy and these Terms and Conditions. If you (or any Permitted User) breach this Policy, Ten may give you a notice to stop or moderate the unacceptable use(s).
- You are responsible for all use of the Concierge Service through your account and for any breach of this Policy or the Terms and Conditions whether an unacceptable use occurs or is attempted, whether you knew or should have known about it, whether or not you carried out or attempted the unacceptable use alone, contributed to or acted with others or allowed any unacceptable use to occur by omission.
- There is no specified limit on the usage of our Concierge Service. However, if we feel that your activities are so excessive that other customers are detrimentally affected, we may give you a written notice (by email or otherwise) or limit the number of requests in a given time period. In extreme circumstances, if the levels of activity do not promptly decrease after the warning, we may terminate or suspend your account after prior consultation with Visa.

5. CONCIERGE COMPLAINTS

- Please contact Ten immediately should you be dissatisfied with any aspect of the Concierge Service you receive and Ten will review the issue within two working days of receipt of your notification and to respond to you as soon as reasonably practicable.

- Ten will not be responsible for the failure of any Third Party Supplier to provide any Services or the negligence of the Third Party Supplier providing them. However Ten will make reasonable efforts to assist you in the resolution of any such issue.

6. MATERIAL

- The material on the Concierge Service is subject to Ten's copyright protection, unless otherwise indicated. Our copyright-protected material may be reproduced free of charge in any format or media without specific permission, provided the material is not for public use and not for profit, material or financial gain. This is subject to the material being reproduced accurately and not being used in a derogatory manner or in a misleading context.
- Where the material is being published or issued to others, the source and copyright status must be acknowledged. Any permission we provide to reproduce our copyright-protected material does not extend to any material on our Concierge Service which is identified as being the copyright of a third party. Authorization to reproduce such material must be obtained from the copyright holders concerned. If there is a restriction on reproduction, any other proposed use of the material would be subject to our approval. Application should be made to the Content Director, Ten Lifestyle Group Plc, 2nd Floor, Fitzroy House, 355 Euston Road, London NW1 3AL.

7. TRAVEL RELATED PROVISIONS

Ten may engage certain local travel agencies to act solely in the capacity of agent for Third Party Suppliers of air, hotel, car and other travel-related products and services ("Third Party Suppliers") to provide customers of the Program ("You") with the ability to purchase airline tickets, hotel accommodation, car rentals and other travel-related products and services. Ten, Third Party Suppliers and Visa, together with their parent companies, subsidiaries, affiliates and suppliers, and their respective officers, directors, employees, representatives, agents, representatives and licensors, shall be referred to collectively herein as the "Covered Parties".

You agree that:

- You are responsible for any error in the accuracy of information that You provide in connection with this Program;
- You are responsible for all charges, fees, duties, taxes, and assessments arising out of the use of this Program.
- Airfare prices are not guaranteed until flights are ticketed. Airfare fees that may apply after the initial ticket purchase – including, but not limited to, (i) airline fees for itinerary changes or cancellations, (ii) after-purchase upgrades, including preferred or priority seat assignments, (iii) checked baggage fees, or (iv) in-flight food and beverage – are not included in the advertised rates and will be your responsibility. Post-booking fees and charges vary and are determined by the airline carrier, and can vary by airline.
- Additional charges, taxes, and fees may apply at the time of rental or check-in and will be billed at that time directly to you; Car rental companies will require a payment card at the time you pick up the vehicle;

- You will only use the Program to purchase travel for legitimate travel reservations and/or tickets for You or for another person for whom You are legally authorized to act.; and
- You will inform any other individuals for whom You purchase reservations and/or tickets of these Terms and Conditions; and You agree to all terms and conditions of purchase imposed by Ten and the other Covered Parties.
- Ten does not provide or source financial services advice or medical advice at any time.
- Unless otherwise stated, when you make a request for services from a Third Party Supplier through the Program, Ten will act as your agent and you will enter into a contract directly with the Third Party Supplier for the provision of the services and you will be bound by the Third Party Supplier's terms and conditions (including their cancellation terms), which will be made available to you before you complete your booking.

All policies and procedures are subject to change at any time at Ten's sole discretion (as applicable). Ten will inform you on any such changes immediately after Ten obtains knowledge thereof.

Travel benefits may not be combinable with a travel service provider's other offers.

- **AIRLINE TICKETS & POLICIES** All airline tickets are subject to the published contract of carriage and rules of the airline carrier on which you will travel. The contract of carriage in use by the applicable airline shall be between the applicable airline and the passenger only. The Covered Parties assume no responsibility in the determination and application of the terms and conditions applicable to this contract of carriage. A Third Party Supplier that is an air carrier is required to make available to the public the terms of its contract of carriage, and we make available the fare rules for all air carrier tickets before booking.
- The circumvention of an air carrier's rules, including practices such as back-to-back ticketing (booking two or more tickets with overlapping travel dates in order to circumvent minimum stay requirements) and hidden-city ticketing (booking tickets including segments which the booker does not intend to use in order to circumvent an air carrier's pricing structure), is prohibited by many air carriers. The use of prohibited ticketing practices may result in the air carrier taking actions including the cancellation of the ticket, denied boarding, revocation of frequent flier miles and other benefits, additional charges to the booker's payment card, additional charges collected at the airport, or future invoicing.
- Ten and the other Covered Parties maintain no control over the personnel, equipment or operations of any airline. Ten and the other Covered Parties do not guarantee or insure the services provided by any Third Party Supplier of air travel and will not be responsible or liable for any act, error, omission, injury, loss, accident, damage, delay, non-performance, inconvenience, overbooking, irregularity or any consequences there from, which may be occasioned through the neglect or default, or any other action or inaction by any Third Party Supplier.
- You agree to abide by the terms and conditions imposed by any Third Party Supplier with whom you elect to deal and you understand that failure to do so may result in cancellation of your reservation(s) and your being denied access to any flights, and any costs incurred by a Covered Party as a result of such violation. Ten and the other Covered Parties are not responsible for any such action by air carriers due to your failure to abide by such air carrier's rules.
- Neither Ten nor the other Covered Parties, nor any provider of air traffic data makes any promises or guarantees as to the accuracy, completeness, or adequacy of any delay or other air traffic management information and expressly disclaims liability for any errors and omissions.

- Travel reservations are subject to the rules of each Third Party Supplier on your itinerary. A valid passport is required when traveling internationally. For international travel, please check with your consulate in the destination country for visa travel requirements.

Electronic documents such as e-confirmations and e-documents will be provided to the email address given by You at the time of booking. Ten and the other Covered Parties are not responsible for any change in the contact information provided by You at the time of booking.

8. ADDITIONAL TRAVEL INFORMATION AND TERMS

A government issued picture ID is required for all domestic travel. Additional identification such as a passport, visa and certain health requirements may be required for international travel. The name on the airline reservation must match exactly the name as it appears on the government issued ID. For international travel requirements, contact the embassy/consulate of the country to which you are travelling, to determine entry documentation and other requirements, such as immunizations that must be satisfied by You, including return entry into your home country. It is your responsibility to obtain proper travel identification and satisfy all other requirements for the destination. Carriers cannot board any passenger who fails to carry required documents. Passenger identification must match the name on the airline reservation or ticket(s). Some airlines may require You to show the payment card used as payment for your ticket(s).

Minors under the age of 18 or age of majority in your country who are traveling with only one parent or without parents may be required to have additional documentation. Please contact your airline or the embassy/consulate of the country to which you are traveling for additional information.

The Covered Parties have no special knowledge regarding the suitability for disabled persons for any travel itinerary. The Covered Parties also have no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel.

For information concerning possible dangers at international destinations, we recommend contacting your government's agency responsible for travel advisory matters.

For medical information, we recommend contacting your governmental agency responsible for health and medical matters.

- **BANKRUPTCY OR FLIGHT CHANGES, DELAYS OR CANCELLATIONS** Ten and each other Covered Party shall have no liability if a travel provider is not able to honor an airline ticket purchased through this Program for any reason, including, without limitation, bankruptcy proceedings, strikes, labor shortages or flight delays, overbooking, cancellations or termination of service. Ticketed passengers may be entitled to refunds from the airline providing the transportation depending on the terms of the contract of carriage and other applicable rules of the airline.
- **ITINERARY CHANGES OR CANCELLATIONS** Ten do not charge fees for cancelling your booking, but you may be subject to the individual cancellation policies of the property, the tour operator, the airline, the car rental company or any Third Party Supplier you book with through the Program. Cancellation policies will be provided to you before you complete your booking. Accordingly, carefully review your ticket purchases for any errors or discrepancies prior to purchase. If you need to make changes to your travel itinerary, please call a Lifestyle Manager on the number listed on your email confirmation. In certain circumstances, changes may not be possible. If changes to the travel itinerary are possible, based on the applicable contract of carriage and other rules and regulations for the

applicable airline, such changes may be subject to (i) an increase in airfare and related taxes, fees, and charges, (ii) change or service fees charged by the airline, and (iii) certain additional service fees. Such fees and charges may be quoted and charged in local currencies, even if part of your original purchase was made in another currency. Tickets may not be reassigned or transferred to a different airline. Most airline tickets do not retain any value if not cancelled prior to departure.

- **PASSENGER NAME AND IDENTIFICATION.** All airline tickets purchased through the Program must be purchased in the exact name of the person traveling which, to the extent applicable, must be identical to the name that appears on the traveler's passport or other government-issued identification card. Airline passengers must present a government-issued form of identification at the airport on the day of travel. Once purchased, tickets are not transferable
- **INTERNATIONAL TRAVEL REQUIREMENTS:** International travel generally requires the passenger to possess a valid passport. Visa policies vary by country and any necessary visas are the sole responsibility of the traveler and must be obtained prior to departure. Travelers are responsible for complying with all government travel requirements, and presenting exit, entry and other required documents such as passports and visas.
REQUIREMENTS FOR CHILDREN: Children under the age of 18 traveling internationally without both of their natural parents must carry a notarized letter of permission from the parents. Other document requirements may apply depending on the airline and are the sole responsibility of the traveler.

Travel reservations are subject to the rules of each Third Party Supplier on your itinerary. The information and descriptions given about Third Party Suppliers are believed to be accurate, but Ten makes no warranty or representation regarding the information and descriptions.

The passenger's ticket(s), when issued, shall constitute the sole contract between the Third Party Supplier and the purchaser and/or passenger and will be subject to the Third Party Supplier's terms and conditions of use.

All airline tickets are subject to the published conditions of carriage and rules of the applicable airline. The contract of carriage in use by the applicable airline shall be between the applicable airline and the passenger. All flight details should be confirmed with the applicable airline including, without limitation, the schedule of your flight, airline policies, baggage charges, size limitations, or restrictions, and any other additional fees that must be paid directly to the applicable airline. Ten and the other Covered Parties maintain no control over the personnel, equipment or operations of any airline. Ten and the other Covered Parties do not guarantee or insure the services provided by any Third Party Supplier of air travel. You agree to abide by the terms and conditions imposed by any Third Party Supplier with whom you elect to deal and you understand that failure to do so may result in cancellation of your reservation(s) and your being denied access to any flights, and any costs incurred by a Covered Party as a result of such violation.

Special requests made to a Third Party Supplier are on a request only basis and cannot be guaranteed. Fees, taxes and charges may apply, depending on the service request.

Upgrades are not permitted on certain itineraries. Please check with the Third Party Supplier directly.

Third Party Supplier policies are subject to change at any time without notice.

Ten is not responsible for any lost or damaged luggage before, during or after travel.

Certain rate types do not permit credit for airline frequent flyer programs or car or hotel loyalty programs.

- **Baggage Fees.** Baggage policies and fees vary by Third Party Supplier Please check with the Third Party Supplier for baggage charges, size limitations, weight and other restrictions.
- **Destination Taxes.** Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes on location. Ten is not the vendor collecting and remitting taxes to the applicable taxing authorities. The participating hotels, as vendors, include all applicable taxes in the amount billed to Ten or other local travel agencies procured through Ten who then pay over such amounts directly to the participating hotels and other vendors. Neither Ten nor other local travel agencies procured through Ten are co-vendors associated with the vendor with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.
- **Payment.** Full payment with a payment card may be required to make a reservation. Should an error occur in processing your payment card for applicable charges, Ten reserves the right to resubmit the charge to your payment card company. The Third Party Supplier also reserves the right to re-invoice your reservation should an error be made in computing your vacation price. Rates are subject to change, including, but not limited to, increases in or establishments of surcharges, applicable taxes, government fees, and airfare and hotel prices.

Details you provide when you register for the Program will govern the currency displayed when you make travel bookings online or with a Lifestyle Manager. Before booking travel, please confirm that prices are displayed in local currency. You will be charged in the currency displayed at time of check out so please be sure to confirm you are paying local currency prior to completing your transaction.

- **Hotel Taxes and Service Fees:** Ten markets hotels under a "prepaid/merchant" model Where the "prepaid/merchant" model applies, Ten or other local travel agencies procured through Ten collects the designated amount from you in advance and manages the payments to the hotel on your behalf. Ten is acting as your agent and not as a tour agent or agent of the respective hotel. In connection with facilitating your hotel arrangement, the amount you are charged may not include all taxes and service fees. This amount includes an estimate to recover the amount we pay to the hotel related to your reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value added tax, goods and services tax, and/or other similar taxes. The amount paid to the hotel in connection with your reservation for taxes may vary from the amount we estimate and include in the amount charged to you. The amount paid to the hotel at the time of booking does not include any extra person charges, incidentals, gratuities, or other charges incurred during your stay. You will be fully responsible for any excess charges or fees incurred by you during your stay and related taxes. There will be no refund for unused services or early check-out.

9. CANCELLATIONS

A cancellation is defined as any change made to the name of a traveler when booked (name change), the substitution of one traveler in place of another, a reduction to the number in the party, reduction of a portion of the package, and/or the termination of the entire trip. Changing the date of departure or return date is also classified as a cancellation. All other changes are defined

as a revision.

Change/Cancellation Policy – If your plans change, your right to a refund will be governed by the cancellation terms of the Third Party Supplier (as described at the time of booking and below):

- Cancellations, refunds, changes, exchanges and transfers are wholly subject to the terms and conditions of the Third Party Supplier. Accordingly, carefully review your ticket purchases and reservation details for any errors or discrepancies prior to purchase. If you need to make changes to your travel itinerary, call a Lifestyle Manager on the number listed on your email confirmation. In certain circumstances, changes may not be possible. If changes are possible, changes to travel itinerary shall be subject to fees charged by Third Party Suppliers and subject to the Third Party Supplier's terms and conditions.
- Hotel reservations cancellations are subject to individual Third Party Suppliers' cancellation policies. Failure to cancel prior to scheduled check-in time will be considered a no-show and will not be eligible for refund except for the cases provided by the law.
- Car Rental cancellations are subject to individual Third Party Suppliers' cancellation policies.
- Separate cancellation penalties may apply to holiday or special event departures in addition to non-refundable deposits.
- Third Party Supplier penalties are subject to change at any time.

10. PACKAGE REVISIONS

In the event that you purchase a single 'Packaged' product of flights and accommodation provided by one of Ten's Third Party Suppliers, you will be charged for the full amount of your itinerary at the time of booking. You may have separate charges for each product in the package, totaling the amount quoted for your itinerary. No aspect of the itinerary is guaranteed (including price, availability or dates of travel) until full payment is received.

All travelers must travel on the same itinerary. Individual travelers cannot be added or deleted from an itinerary after booking.

Any changes must be made directly by calling a Lifestyle Manager on the number listed on your email confirmation, and shall be subject to Third Party Supplier penalties as defined below (other than those subject to cancellation penalties listed above):

Airline Ticket Changes – The change policy is set by the individual airline. Changes to travel dates or destination may be allowed and are subject to the rules of the airline. Additional airfare and/or exchange fees may apply. NAME CHANGES on airline reservations are not permitted by some airlines.

Hotel Change Policies – Changes to hotel reservations are allowed subject to individual Third Party Suppliers' policies. Third Party Supplier change fees may apply.

Car Rental Policies – Changes to a car rental reservation are allowed. Third Party Supplier change fees may apply.

11. CAR RENTAL RULES

Driver must be in possession of a valid driver's license and a major payment card in their name.

Drivers must have a good driving record and car rental companies reserve the right to verify driver's records.

An underage fee may apply for drivers between the ages of 21-24 years. Additional charges may apply to drivers 60 years of age or older. Some regions and Third Party Suppliers may apply restrictions to the minimum age of driver.

Car cost may not include drop charges, tolls, taxes, surcharges, upgrades, recoupment fees, airport fees, insurance waivers, fuel, and optional charges such as protection options, special equipment and additional drivers. All such additional charges must be paid directly to the car rental company.

Some Third Party Suppliers require a good driving record. Minimum and maximum age requirements may apply and will vary by country. Suppliers reserve the right to deny car rentals for any reason, including past driving records.

Rental charges are based on each 24-hour period commencing at time of rental, with any additional hours subject to extra charge.

A major payment card or a cash deposit is required to protect against incidental charges and damages, payable directly to the car rental company.

Car rental companies will not refund any unused portion of a rental.

Some Third Party Suppliers may provide that no-shows are completely or partially non-refundable and will result in a total or partial forfeiture of any payments made.

The early return of car rentals is not eligible for a refund.

Cancellation fees, rental terms, and any additional taxes, fees and surcharges are subject to change without notice, may vary by location, and may be charged to the customer at pick-up.

For some international rentals, a 3-day minimum may apply.

Geographic and cross border restrictions may apply.

Please contact your insurance company if you are unsure whether to accept rental car company insurance.

12. HOTEL RULES

Some hotels require a resort fee payable at the time of check-in. These fees are not included in the total price displayed online.

Some Third Party Suppliers may provide that no-shows are completely or partially non-refundable and will result in a total or partial forfeiture of any payments made.

Early check-out from a hotel is not subject to a refund.

Contact a Lifestyle Manager on the number listed on your email confirmation for all cancellation or modification requests.

Cancellations or modifications handled by the property directly may result in additional fees. When canceling hotel reservations, you will be held responsible for charges if you do not ask for and retain your cancellation number.

Hotel reservations include room and applicable taxes only. Any additional hotel charges, such as resort fees and hotel energy surcharges and any charges for incidentals that you incur while traveling are not included in your reservation rate and must be paid directly by you to the hotel.

Incidental charges may include but are not limited to parking fees, baby-sitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, and gratuities.

Hotels may not have actual travelers' names until just prior to arrival.

The hotel may require a major payment card, in the name of one of the guests, or a cash deposit upon check-in.

Reservations do not include services not specified in the reservation confirmation.

13. AIRLINE RULES

It is the responsibility of the traveler to ensure the name is spelled correctly at the time of booking. Name Changes are not permitted on airline reservations by some airlines.

Failure to use any part of your airline reservation may result in cancellation of continuing or return flight reservations. You must advise the airlines if your travel plans change en route.

Advance seat assignments, if available and allowed by the airline, are not guaranteed. Please inquire with the airline directly about your boarding passes.

Flight schedules are subject to change. Ten and the other Covered Parties are not responsible for any flight schedule changes made by the airlines. Please re-confirm each flight at least 48 hours prior to departure for domestic flights and 72 hours in advance for international flights.

Baggage allowances: Vary by airline & all baggage fees are payable directly to the airline and therefore will not be included in your package price.

Airfare is generally non-refundable except for the cases provided by the law and policies of respective airlines. In some cases airfare allows for changes or cancellations. If you are canceling your trip, you must contact Ten, who will advise you of eligibility for refund. No refunds will be made for missed or unused services or inclusions except for the cases provided by the law. If you accept a refund, you waive all other rights and remedies under applicable law.

Airline penalties are in addition to all other penalties detailed above and are subject to change at any time without notice.

Additional costs, fees and taxes are your sole responsibility. These costs, fees and taxes may include without limitation any cost for shipping and handling, any change or cancellation to the itinerary, any fare increase resulting from a change, and baggage charges.

You should check with each airline regarding its specific boarding and check-in requirements.

Turboprop aircraft may exist on your itinerary. Airlines reserve the right to change aircraft equipment without notice to the booking travel agency or the consumer.

Please review your itinerary, as code-share flights may exist. If a code-share flight exists in your itinerary, passengers must check in with the operating airline on day of departure.

All tickets will be issued at time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions.

If your tickets are lost, stolen, or destroyed, contact us immediately for details on how to process your claim. Until any permitted refund or credit is completed by the issuing airline, you remain legally responsible for payment, in full, of the lost, stolen, or destroyed tickets.

RESPONSIBILITIES

14. CUSTOMER RESPONSIBILITIES: You are responsible for examining and verifying all information and ensuring that you understand all of the policies, fees and requirements to which you are subject. You must generally check-in at least two hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time (please inform yourself of the check-in rules of respective airline in advance). Failure to comply with these conditions may result in the loss of your seat. You are advised to call or visit the airline's website to verify flight times the evening prior to departure. You must comply with the airline's baggage restrictions as posted by each airline. Please contact your airline for current fees and policies. Your rights and remedies set forth herein are in addition to any other rights and remedies under applicable law, but if you agree to a refund, you waive all other remedies.

Further, except as set forth below, Ten and the other Covered Parties accept no responsibility for any damage and/or delay due to any Third Party Suppliers cancellations, shortages, sickness, pilferage, labor disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism or causes beyond the Covered Parties' control. No responsibility is accepted for any additional expense, omissions, delays, re-routing or acts of any governmental authority. No Covered Party shall be responsible for any Third Party Supplier's breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor shall any Covered Party be responsible for any other wrongdoing of a Third Party Supplier (including any liability in tort), as to any products and/or services available through this Program. Neither Ten nor any other Covered Party shall be responsible for any Third Party Supplier's failure to comply with these Terms and Conditions, nor for any Third Party Supplier's failure to comply with applicable federal, state, provincial and local law. If, notwithstanding the above, Ten or any other Covered Party is found liable for any loss or damage relating to the use of this Program, you agree the liability of any such party shall be determined by the law.

15. TEN RESPONSIBILITIES: Ten or other Third Party Suppliers procured through Ten are responsible to you for making the applicable arrangements for transportation, accommodation and services being booked. The responsibility of Ten or other Third Party Suppliers procured through Ten does not extend to any liability for personal injury or property damage arising out of or caused by any negligent act or omission on the part of any air carrier, hotel operator, ground transportation contractor, optional tour operator or any person rendering any services being offered. Ten or other Third Party Suppliers procured through Ten are not responsible for: (i) any

changes made by scheduled air carriers which are beyond our control (this includes, but is not limited to, routing changes, aircraft equipment changes, flight cancellations or any changes to flight schedule); or (ii) damage, delay or vacations affected by weather or other force majeure events beyond our control. In no event shall any Covered Party be liable for consequential damages. Ten or other Third Party Suppliers procured through Ten reserves the right to substitute hotel accommodations, if necessary, due to circumstances beyond its control. Special requests such as room location, special meals or assistance will be communicated to the appropriate party, but cannot be guaranteed. Special offers may be withdrawn at any time. Rates are based on availability.

16. AIR CARRIERS' RESPONSIBILITIES: Air carriers operating scheduled air shall not be liable for any loss, injury, accident, delay or irregularity which may occur by reason of defect or through the acts or omissions of any person or company performing or rendering the services described in vacation brochures, web sites and/or flyers. The services described in vacation brochures/web sites/flyers other than air carriage furnished by those air carriers directly named are furnished by independent contractors who are not servants, joint ventures or partners with the named air carriers.

17. IMPORTANT NOTICE:

Neither Ten, nor other Third Party Suppliers procured through Ten nor any of their affiliates and their employees, officers, directors and shareholders owns, controls or operates any hotel or any air, land or water transportation vehicles or companies of any kind, including without limitation, airplanes, helicopters, boats, rental cars, ground transportation vehicles, transport companies, shuttle services, buses, or local tour companies which may offer excursions or tours. Ten or other Third Party Suppliers procured through Ten occasionally enter into contracts with hotels and air, land or water transportation companies, but all such entities are owned and operated by independent contractors. Ten or other Third Party Suppliers procured through Ten are not responsible for any negligent or willful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond their control. Ten or other Third Party Suppliers procured through Ten act only as an agent for the passenger in regards to travel, and assumes no liability for injury, damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out travel arrangements.

Ten or other Third Party Suppliers procured through Ten reserve the right to make minor adjustments in the passenger's travel itinerary and to cancel any trip prior to departure only in the event of force majeure events. The issuance of vouchers or tickets shall be deemed to be your consent to the above terms. The passenger's ticket(s), when issued, shall constitute the sole contract between the applicable Third Party Supplier and the purchaser and/or passenger, and Ten or other Third Party Suppliers procured through Ten shall have no liability for any actions or omissions of the Third Party Supplier. In addition, Ten or other Third Party Suppliers procured through Ten shall have no responsibility for any credit or voucher issued by any Third Party Supplier, and any questions or issues you may have with respect to such credit or voucher must be addressed directly with the Third Party Supplier.

All rates published in any venue are based on exchange rates and tariffs and are subject to change. All taxes, gratuities and portorage charges are subject to deletions, additions or changes without notice. These items are not under the control of Ten nor other Third Party Suppliers

procured through Ten, since changes in government regulations and labor agreements cannot always be anticipated. Ten or other Third Party Suppliers procured through Ten is not responsible for any changes initiated by the passenger after departure.

THE THIRD PARTY SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF TEN NOR OTHER LOCAL TRAVEL AGENCIES PROCURED THROUGH TEN NOR THEIR AFFILIATES. NEITHER TEN NOR OTHER LOCAL TRAVEL AGENCIES PROCURED THROUGH TEN NOR THEIR AFFILIATES ARE LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY THIRD PARTY SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

TEN OR OTHER LOCAL TRAVEL AGENCIES PROCURED THROUGH TEN HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, FORCE MAJEURE OR OTHER CAUSE BEYOND THEIR DIRECT CONTROL, AND THEY SHALL HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR OTHER AUTHORITY.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW NEITHER TEN NOR OTHER LOCAL TRAVEL AGENCIES PROCURED THROUGH TEN NOR THE THIRD PARTY SUPPLIERS NOR ANY OF THEIR AFFILIATES SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS PROGRAM, OR OTHERWISE ARISING OUT OF THE USE OF THIS PROGRAM, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF TEN, ITS AFFILIATES, AND/OR THE THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

18. DINING

- You acknowledge that benefits with Third Party Suppliers are subject to availability and may change from time to time without notice.

19. ENTERTAINMENT

- All tickets are subject to availability.
- If you elect to order tickets from a Third Party Supplier, the contract for the sale and/or supply of tickets is made directly between the you and the Third Party Supplier only. Ten and the Concierge Service is not a party to that contract.
- Once you have given Ten authorization to purchase tickets with the Third Party Supplier on your behalf, you will be liable to pay the full price for the tickets. Once tickets are confirmed, no refunds or exchanges will be available.

- Please ensure you check both the booking confirmation and the tickets you receive and notify Ten immediately if any details are incorrect or there are any discrepancies. Where an error has been made by Ten, Ten will be liable for it; in other cases Ten will use reasonable endeavors to assist you with correcting the error but without being held responsible financially.
- Ten will advise if any tickets have restricted view prior to your purchase. Tickets will be considered restricted view only if specified by the Third Party Supplier, box office, venue and/or on the physical tickets.
- The Third Party Supplier, together with Ten, will select the method and company used for ticket delivery. Often tickets will be sent via secure post or courier which will require a signature upon delivery. When delivery is attempted, if you are unavailable you will need to collect from the local sorting or post office or where appropriate, organize a re-delivery directly with the courier company. Ten will offer support with any deliveries but cannot be held responsible for errors not caused by Ten.
- Tickets are usually delivered 5-7 days before the event, with the exception of theatre tickets, which are sent immediately after the booking is made. The date upon which tickets are released is controlled by the promoters of the event, who often delay delivery in order to reduce both fraudulent activity and the risk of tickets being misplaced.
- When tickets are purchased through secondary ticket agents, the Third Party Supplier will make every effort to deliver them several days before the event. However, they reserve the right to deliver tickets up to 24 hours in advance and on rare occasions may arrange for you to meet a representative at the venue.
- It is your responsibility to advise us of any change of address which may affect your booking, or if you plan to be away in the days leading up to the event.
- If tickets are misplaced and originally purchased through a face value box office, tickets can often be duplicated. It is unlikely that tickets will be re-issued prior to the event date and will therefore need to be collected from the box office. In order to collect tickets in this way, the original card holder and the card that was used to purchase the tickets need to be present. Letters of authorization are subject to the venue box office's discretion and in some instances will not be accepted.
- If tickets purchased through secondary ticket agents are misplaced, it is extremely difficult to arrange duplicates or box office collection, since they usually need to be collected by the individual who originally purchased the tickets. If this occurs, we will try our best to arrange for duplicates or collection, but if we are unable to do so we cannot provide a refund.
- If you find you are unable to attend and would like advice on re-selling your tickets, please contact us for further information.
- **While Ten will endeavor to update you if Ten becomes aware of any changes made to the date or time of your event, Ten cannot take responsibility to inform you if an event is cancelled or to provide details if it is rearranged by the event promoter. Where tickets are purchased through the secondary market, tickets will usually be valid for the rescheduled date. If you are not able to make the new date, refunds are at the relevant Third Party Supplier's discretion. Ten is not responsible for any additional financial outlay, such as for accommodation or transport, that occurs as a result of a cancelled or rescheduled date.**

- For tickets purchased direct through the box office if the event is cancelled, you will receive a full refund direct from the box office. If the event is postponed, refunds will not be given until a new date has been rescheduled – if you cannot make this new date, then you are entitled to a full refund.
- Please ensure you check on your statement that your card has been debited for the amount of your tickets within 3-5 days of booking. If this is not the case then please call Ten to look into this.
- In the unusual event that a Third Party Supplier (box office or secondary market ticket supplier) goes insolvent, bankrupt or does not deliver the tickets, Ten cannot accept liability for the loss of tickets. The terms and conditions of the Third Party Supplier apply. However, Ten will offer assistance and act on behalf of the member in the member's interests to try to remedy the situation. As a minimum, this will include:
 - Advising the Member of the chargeback process, if they have paid by debit or credit card, whereby the payment network goes to the vendor to try to recoup the money. Note that there is a time limit within which this chargeback process is applicable.
 - Sourcing alternative tickets to match the original order as closely as possible in terms of location, price and date, if the member chooses to purchase new tickets.

ADDITIONAL GENERAL PROGRAM AND WEBSITE TERMS:

20. Third Party Supplier and Third Party Suppliers' Offers

Third Party Suppliers may provide certain discounts, rebates or other benefits (e.g. free shipping) on the purchases of tickets, events, activities, goods and services ("Offers") that may be made available for your purchase through the Program. Such Offers are subject to certain further terms and conditions of the relevant Third Party Supplier and Offers may change and/or be withdrawn at any time.

With respect to Offers the following shall apply:

- Cancellation, change and exchange terms will be subject to the Third Party Supplier's own terms and conditions
- Subject to Third Party Supplier terms and conditions, Offers may be transferred
- Some Third Party Suppliers may provide that no-shows are completely or partially non-refundable and may result in a total or partial forfeiture of any payments made depending on the Third Party Supplier
- Age restrictions may apply
- Offers are not redeemable for cash (in whole or in part)
- Ten is not responsible for lost or stolen Offers purchased by you. If your Offer is lost, please call the number provided to you for this service. Please note the Third Party Supplier will only honor the first Offer redeemed
- Any Offer can only be used for the goods or services detailed in that Offer. It cannot be combined with any other good or service sold by the Third Party Supplier nor can it be used towards any goods or services previously purchased by you from the Third Party Supplier.

- Geographic and cross border restrictions may apply to Offers

Ten will not be liable for any loss or damage incurred as a result of any interaction between you and a Third Party Supplier with respect to such Offers. While Ten attempts to provide accurate descriptions of Offers, Ten cannot warrant the accuracy, completeness, or adequacy of information provided. Except as set forth herein, all matters, including but not limited to the description of the Offer, delivery of goods and services, and warranties are solely and strictly between you and the applicable Third Party Suppliers. You acknowledge that Ten does not endorse or warrant the Third Party Suppliers that are accessible through the Program nor the Offers that they provide. Ten may change any offerings, Third Party Suppliers, vendors, travel agents or other providers at any time without notice to you and may terminate any offering at any time. The goods and services described herein are offered and provided by Third Party Suppliers and Ten is not responsible for any losses related to the offer, fulfillment or use of the goods or services. You may be responsible for sales, value added or use taxes.

By purchasing the Offer you accept and agree to the Third Party Supplier's terms and conditions, in addition to those stipulated in these Terms and Conditions.

21. INTELLECTUAL PROPERTY RIGHTS

The Content ("as defined below") is protected by applicable intellectual property laws and all Content is owned by or used by Ten under a license or with permission. All text, formatting (including without limitation the selection, coordination and arrangement of materials received from Ten, and the images, graphics, animation, tools, widgets, applications, commercials, videos, music, sounds, articles, copy, creative materials, photos, trademarks, service marks, trade names, and logos, and other materials and information received from Ten are subject to the intellectual property rights of Ten, its subsidiaries and affiliates, and their respective licensors and licensees (collectively "Content"). The Content may not be copied, reverse engineered, decompiled, disassembled, modified, reposted to other web sites, framed, deep linked to, changed, or otherwise distributed, redistributed, licensed, sublicensed or transferred in any form by you. No Content shall be construed as granting, by implication, estoppel or otherwise, any license or right to make commercial use of any Content without Ten's prior written permission.

22. PRIVACY STATEMENT

Ten is committed to protecting your privacy. This section explains how and for what purposes we use the information collected about you through your use of the Concierge Service. Please read this Privacy Statement carefully. By using the Concierge Service, or Services offered by Suppliers, you are agreeing to be bound by this Policy in respect of the information collected about you. **If you do not agree to us collecting and using the information about you then you must not use the Concierge Service.**

22.1 Introduction

- When you use the Concierge Service you should be aware that we may collect certain information about you such as your name and contact details.
- We collect this information about you so that we can provide our Concierge Service to you, allow Suppliers to provide Services to you, run our business, further develop the most popular elements of the service, personalise the service to your preferences, contact you and comply with the law. We collect this information in compliance with the Federal Law dated 27 July 2006 No. 152-FZ "On Personal Data", the Civil Code of the Russian Federation and other applicable laws and regulations.
- We may act as data operator in relation to the Concierge Service and:
 - where you have requested Services from a Supplier, we may disclose your information to such Supplier(s) who will process your data for their own purposes as data controllers in relation to providing the Services to you.
 - we may disclose your information to your issuing bank who will process your data for their own purposes, for example, to allow individuals within your issuing bank to understand your level of engagement with the service.

22.2 How we collect data from you

- We may collect and process the following information in accordance with applicable data protection laws:
 - contact information, in particular: name, email address, phone number(s) and postal address provided by you if you register as a Member, to validate such registration
 - information provided through any telephone conversation or email exchange with our representatives or in response to a communication from us, we may be provided with certain personal data such as name, email address, phone number(s), postal address, passport number and information contained in the correspondence (which could tell us something about the individual's preferences, such as dietary requirements or travel preferences). The individual contacting us is in control of the personal data and other information that they share with us. We need this information to be able to respond to the enquiry;
- Where you provide us with information about other people, you confirm that you have the authority to pass this information to us.
- We are required to comply with certain legal and regulatory requirements, and may process your personal data for compliance with such legal or regulatory obligations, to which we or regulators or law enforcement agencies are subject.

22.3 How your data is used

- Processing of your personal data may be performed with automation tools or without such tools. Processing actions may include collection, recording, organisation, accumulation, storage, refinement (update, alteration), retrieval, use, transfer (including transfer to any third parties and cross-border transfers, if it becomes necessary during performance of obligations under these Terms), depersonalisation, blocking, erasure or destruction of personal data.

- Any personal data we process will be used in accordance with applicable data protection laws. We have described below our purposes for processing personal data.
- We may use information you give us or that we collect from you:
 - to provide the Concierge Service, allow Suppliers to provide Services to you, administer membership accounts and run our organisation. We have a legitimate interest to process the personal data of our Members in order to provide the Concierge Service and allow Suppliers to provide Services to you, administer membership accounts and run our organisation.
 - to inform individuals about changes to our Concierge Service, promotions and Services available:
 - If you have opted in to receive marketing information from us, we may use your personal data to inform you of information, promotions, suggestions, recommendations, products and services that may be of interest. This information may include products and services similar to those which you have previously shown an interest in or which you are likely to be interested in based on preferences you have expressed. You may be contacted by post, email, telephone or such other means as we regard as appropriate and as legally permitted.
 - to communicate with you. We have a legitimate interest to process this personal data in order to respond to enquiries, requests, complaints or comments that users submit to us;
 - to notify you about changes to these Terms. This processing is necessary for the performance of our contract with you;
 - for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
 - to allow you to participate in interactive features of our Concierge Service. This processing is necessary for the performance of our contract with you;
 - to comply with any legal or regulatory obligations to which we or regulators or law enforcement agencies are subject. This processing is necessary for compliance with a legal obligation to which we, our users or the regulator/law enforcement agency are subject.
- If you have any questions about how we use your data please contact us via the normal concierge service email address or phone number provided by your issuing bank.

22.4 Information on requirements to personal data protection that we observe

- We follow strict guidelines in the storage and disclosure of personal data and communications that you have given us to prevent unauthorised access to it.
- When processing your personal data Ten takes necessary legal, organizational and technical measures to keep your data confidential and to prevent unauthorized or unintentional access to personal data, deletion, modification, blocking, copying, submission or distribution of personal data as well as any other illegal actions with regard to personal data.
- Personal data safety is ensured, in particular, by the following measures:

- determination of basic personal data safety threats when processing data in the information systems of personal data;
- application of organizational and technical measures ensuring personal data safety when processing data in the information systems of personal data necessary for compliance with the requirements to personal data protection which ensure levels of protection established by the Government of the Russian Federation;
- assessment of efficiency of measures taken to ensure personal data safety before putting into operation of the information system of personal data;
- recording of personal data media;
- discovery of facts of unauthorized access to personal data and taking respective measures;
- recovery of personal data which were modified or destructed due to unauthorized access;
- introduction of rules of access to personal data being processed in the information system of personal data as well as ensuring registration and recording of actions being performed with personal data in the information system of personal data;
- control over measures taken to ensure safety of personal data and level of protection of the information system of personal data.

22.5 How we may share your data

- We may share your information with selected third parties including:
 - Suppliers and individuals within your issuer bank for the provision of the Concierge Service, for example, to allow registered individuals within your issuing bank to arrange Services on your behalf or to recommend things that might be of interest to you.
 - We also may share aggregated, anonymised information with your issuer bank to show trends about the general use of the Concierge Service;
 - We may also disclose your personal information to third parties if we are under a duty to or permitted to disclose or share your personal data in order to comply with any legal or regulatory obligations, or in order to enforce or apply these Terms and other agreements; or to allow a Supplier to enforce or apply its contract with you.

22.6 Where we store your data

- Your personal data will be stored and processed in the database located in Russia which is located at 127410, Russia, Moscow, Altufievskoe shosse, 33G. Additionally, it will be stored in the database in the UK at Fitzroy House, 355 Euston Road, London NW1 3AL. You acknowledge that by using the Concierge Service, in order to perform the Concierge Service, to allow you to receive the Services from Suppliers or work with your issuer bank in relation to the Concierge Service, we may need to transfer your personal data outside of Russia.
- Where we transfer your personal data outside of Russia, we will put in place appropriate safeguards to cover transfers of your personal data including, for example, signing data transfer agreements.

22.7 Retention of your data

- We take appropriate measures to ensure that any personal data is kept secure. We will store your personal data for the duration of your use of the Concierge Service or until achievement of the relevant purposes of processing.
- If you delete your account, we may continue to store your personal data for a period of time in line with legal, regulatory, financial and business requirements. We also keep a record of correspondence in line with legal, regulatory, financial and business requirements.

22.8 Access to your data and your rights

- As a result of us collecting and processing your information, you have the following legal rights:
 - to access personal data held about you;
 - to request us to make any changes to your personal data if it is inaccurate or incomplete;
 - to request your personal data is erased where we do not have a compelling reason to continue to process such data in certain circumstances;
 - to receive your personal data provided to us as a data operator in a usable way in certain circumstances;
 - to object to, or restrict, our processing of your personal data in certain circumstances;
 - to object to, and not be subject to a decision which is based solely on, automated processing (including profiling), which produces legal effects or could significantly affect you;
 - where our processing of your personal data is based on your consent you have the right to withdraw consent at any time by contacting us; and
 - to lodge a complaint with a data protection supervisory authority. The supervisory authority in Russia is the Federal Service for the Supervision in the Sphere of Communication, Information Technology and Mass Communications ("Roscomnadzor").
- To exercise any of your rights as set out above, please contact us via the normal concierge service email address or phone number provided by your issuing bank.

23. MISCELLANEOUS

Ten may assign its rights and obligations set forth in these Terms and Conditions at any time. Should any part or provision of these Terms and Conditions be held unlawful, void, invalid or unenforceable, that portion shall be deemed severable from these Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Except as provided herein, these Terms and Conditions constitute the entire agreement between you and Ten pertaining to their subject matter. Certain provisions of these Terms and Conditions may be

superseded or added to by designated legal notices or terms. Ten's failure to enforce any provision of these Terms and Conditions or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision. These Terms and Conditions and any related documents may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between you and Ten.