

Member Signature _____

Part B (to be completed by proposed member after board approval)

I hereby certify that I am qualified for (check one):

- NFL Global Business Membership
- NFL Global Citizen Membership
- NFL Global Investment Membership
- NFL Prestige Black Membership (By Invitation only)

I understand that, if accepted for membership, it will be my duty to exemplify the object of NFL Circle in all my daily contacts and activities and to abide by the constituted documents of Noble Future Land Investments LLC and NFL Circle Membership. I agree to pay an admission fee* of **US \$ 1,000 (One thousand United States Dollars)** for **NFL Global Business Membership**, Admission fee* of **US \$ 5,000 (Five Thousand United States Dollars)** for **NFL Global Citizen Membership**, Admission fee* of **US \$ 20,000 (Twenty Thousand United States Dollars)** for **NFL Global Investment Membership**, Admission fee* of **USD \$ _____** (_____) and the annual dues will be same as the membership taken in (United States Dollars) in accordance with the bylaws of the club.

I hereby give permission to the club to publish my name and proposed classification, if applicable, to its membership.

Proposed Member's Signature	Date

*Not applicable to honorary members or transferring or former members of another club under the Noble Future Land Investments LLC ownership or management or our eligible partner club
 To be completed by the Authorized club officer only

Classification*	
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Member Signature _____

If a transferring or former NFL Circle member, previous club information.

Name:

Circle ID number:

Member Name:

Joining Date:

Cancellation Date:

If an NFL Circle Membership or Noble Future Land Investments LLC program participant or Foundation Alumnus/a, mention the following:

Foundation Name:

Program(s) Name:

Date(s)

VVIP Client Advisory Manager

Client Happiness Manager assigned

Club Officer Name

Date

Signature

*Choose from the following types

1. Founding Member Membership by invitation
2. Premium Membership by invitation
3. Honorary Membership by merit
4. Advisory Board Membership

Member Signature _____

Membership Admission Form

Personal Information

Title (e.g., Mr., Ms., Dr., Rev.):	
Suffix (e.g., Jr., Sr., III):	
First Name	
Last Name	
Home address	
Home phone	
Mobile or cellular phone	
Home fax	
Home email address	
Birthday (MM/DD/YYYY)	
Passport number	
Driver's license number	

Business Information

Company	
Business address	
Job title	
Business phone	
Business fax	
Business email address	
Manager's name and phone	
Assistant's name and phone	
Web page address	

Emergency and Medical Information

In case of emergency, contact	
Emergency contact's address	
Emergency contact's phone	
Doctor's name	
Doctor's phone	
Doctor's address	
Medical insurance carrier and member number	
Blood type	
Known medical conditions	
Known allergies	
Current medications	

Membership type (Blacken out the wrong options with a pen or marker please)

NFL Global Business Membership

NFL Global Citizen Membership

NFL Global Investment Membership

NFL Prestige Black Membership

Member Signature _____

Action on Proposal	Date
Received by secretary	
Submitted to NFL Circle Committee	
Committee decision	
Board decision receiving date	
Proposed to club date*	
Board decision	
Board decision date	
NFL Circle information session held	
Form signage and admission fee received	
NFL Circle Admission	

*If an objection has been filed, the board should address the issue at its next meeting.

Direct Debit Request

This form authorises Noble Future land investments llc to withdraw money from the nominated account set out in this Direct Debit Request.

Please choose your monthly payment (Please cross-out the wrong ones):

Full Annual Membership Fee

Fixed Amount \$ _____

This fixed amount will be withdrawn each year

Customer Details

Noble Future land investments LLC Account Number

Billing Address

E-Mail Address

Member Signature _____

Bank Details

Please confirm with your financial institution that your nominated account can accept direct debits.

Please keep in mind:

1. To enroll in Direct Debit with a joint bank account, all signatories must sign this form.
2. To enroll in Direct Debit with a company bank account, we need a bank letter confirming your right to do so.
3. Once enrolled you will have to notify us 5 business days before your Direct Debit is processed if you would like to stop or defer an individual payment.

Financial Institution Name

--

BSB

Account Number

--	--

Account Holder(s) Name

--

Acknowledgement

I/we acknowledge and agree to the Direct Debit Service Agreement (Write yes or no below please)

Signature	Signature
Date / /	Date / /

To enroll in Direct Debit with a joint bank account, all signatories must sign this form.
Please continue to pay your account manually until the Direct Debit enrolment is reflected on your statement, online account, or the NFL Circle mobile App.

DIRECT DEBIT SERVICE AGREEMENT

In this agreement "NFLI", "we", "us" and "our" means Noble Future Land Investments LLC (Trade License 563119)

1. This agreement authorised NFLI (User ID No. XXX) to withdraw money from your nominated account as set out in the Direct Debit Request Form. If you have any enquiries relating to this agreement you should contact American Express.
2. Before you submit the Direct Debit Request Form, you should confirm with your financial institution that your nominated account can accept direct debits. The nominated account must belong to you and every nominated account holder must sign the Direct Debit Request Form.
3. Should we make a change to this agreement, we will notify you within 14 calendar days in advance.

Member Signature _____

4. If you wish to stop or change your Direct Debit Request, please contact us at least 5 business days before your Direct Debit runs. Please call us on the number on the back of your Card or refer to <https://nflinvestments.com/contact-us> if you want to:

- I. Make a change to this agreement
- II. Stop or defer an individual payment
- III. Cancel this agreement; or
- IV. Dispute a debit that has been made from your nominated account

5. If the Direct Debit date falls on a weekend or public holiday in UAE, we will process your payment on the next business day.

6. You must make sure that sufficient funds are cleared and available in your nominated account on the payment date. If there are insufficient funds and your financial institution dishonours the payment then:

- I. We will charge you a dishonour fee as outlined in your financial table.
- II. Any charges and tax on those charges incurred by us may be debited from your account.
- III. The amount of the dishonored debit will be debited from your account.
- IV. We also reserve the right to cancel the Direct Debit Request if any debit is returned unpaid by your financial institution.

7. We will keep your financial institution account details confidential. However, we will disclose these details:

- I. If you consent; or
- II. To the extent required by law, for example if a court order requires disclosure; or
- III. For the purposes of this agreement, for example, to settle a dispute.

8. You indemnify and keep us indemnified against all losses, costs, damages and liability that we suffer as a result of you giving us incorrect or false information in your Direct Debit Request Form. Your indemnity:

- I. Extends and covers all changes you make to your Direct Debit Request; and
- II. Continues after this agreement is ended.

Terms and Conditions

NFL Circle Lifestyle ("NFL Circle") Terms and Conditions of Membership ("Conditions")

These Conditions apply to all services ordered from or provided to you by NFL Circle and by requesting services from NFL Circle you agree that these conditions shall apply to those services and your order.

1. DEFINITIONS AND INTERPRETATION

- I. In these Conditions, the following definitions apply:
- II. **Benefits:** means the benefits made available to Members by Suppliers.
- III. **Conditions:** these terms and conditions as amended from time to time in accordance with clause 10.5.
- IV. **Joining Fee:** means the Fee payable by the Member to NFL Circle upon acceptance of a Membership application, in accordance with clause 3.1.
- V. **Member:** a person registered as a member of the Membership Club.
- VI. **Membership:** means membership of the Membership Club.
- VII. **Membership Card:** means the card issued to Members by NFL Circle upon acceptance of a Membership application in accordance with clause 2.
- VIII. **Membership Club:** means the NFL Circle Lifestyle Membership Club owned by NFL Circle (UK) Limited.
- IX. **Membership Fees:** means the fees payable in respect of Membership notified to Members upon application for and prior to renewal of Membership. **Payment Card:** has the meaning given in Clause 3.7.
- X. **Website:** means the website located at www.nflinvestments.com
- XI. **Request:** means a request placed by a Member with NFL Circle for NFL Circle to arrange the supply of goods and/or services from a third party on the Member's behalf.

Member Signature _____

- XII. **Services: means the concierge and lifestyle management services provided by NFL Circle to its Members as part of their Membership.**
- XIII. **Supplier means a supplier engaged by NFL Circle on behalf of and as agent for a Member to provide goods and/or services to that Member.**

1.2. In these Conditions, the following rules apply:

- I. person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- II. A reference to a party includes its personal representatives, successors or permitted assigns;
- III. A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- IV. Any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- V. A reference to writing or written includes emails.

2. MEMBERSHIP APPLICATIONS AND YOUR MEMBERSHIP CARD

- I. All Membership applications are subject to acceptance by NFL Circle at its sole discretion. NFL Circle shall notify applicants in the event that his or her Membership application has been accepted. NFL Circle is under no duty to disclose its reasons for rejecting any Membership application.
- II. You are obliged to provide correct personal details when you apply for Membership. Failure to do so may invalidate your Membership and any subsequent transactions. Your responsibility to provide accurate information is a continuing obligation and you must notify NFL Circle promptly in the event that any information provided by you in connection with your Membership changes.
- III. NFL Circle operates offices in a number of territories worldwide. NFL Circle encourages Members with residences in multiple territories to register for Membership with the NFL Circle office in the territory where their primary residence is located in the first instance.
- IV. NFL Circle will issue you with a Membership Card together with associated Membership documentation as soon as possible following receipt of your Joining Fee and Membership Fee.
- V. Your Membership is personal to you. You are responsible for ensuring that no one (other than your personal assistant on your behalf, where applicable) uses your Membership.
- VI. Access to and use of your personalised Membership section of the Website is through a combination of username and password. You are solely responsible for maintaining the confidentiality of your user name and password and you agree to notify NFL Circle immediately if you believe that there has been any breach of security, including the unauthorised use of your name and password.
- VII. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with the NFL Circle privacy policy, further details of which are set out in Clause 10.1. Please note that all information you provide to us is stored on our secure servers. Any payment transactions carried out by us or our chosen third-party provider of payment processing services will be encrypted using Secure Sockets Layer technology.
- VIII. You must notify NFL Circle immediately by email at help@nflinvestments.com if your Membership Card is lost or stolen.

3. MEMBERSHIP FEES, UPGRADES, CANCELLATIONS AND RENEWALS

- I. For the first year of your Membership, Membership Fees and the Joining Fees payable shall be confirmed to you prior to acceptance of your Membership application. The Joining Fee shall be payable in full upon acceptance of your Membership application. Any increase or decrease to the Membership Fees for subsequent years of Membership will be notified to all Members in advance or their Renewal Dates.
- II. You acknowledge that your payment of the Joining Fee constitutes your express request for us to begin to supply you with the Services.
- III. Subject to Clauses 3.5, 3.6 and 3.12, Membership Fees are non-refundable. Your Joining Fee covers our costs in setting up your Membership and is non-refundable in all circumstances.

Member Signature _____

- IV. You have the right to cancel your Membership until the end of 14 days after the day on which we accept your Membership application ("Cancellation Period") and we would ask that you inform us of your decision in writing.
- V. If you cancel your Membership within the Cancellation Period, you will be reimbursed for your Membership Fee, less deductions for the Services we have performed up until you informed us of your decision to cancel.
- VI. NFL Circle reserves the absolute right to cancel or suspend your Membership where it has reason to do so. If NFL Circle cancels your Membership, where it is reasonable to do so NFL Circle shall refund the balance of the current annual Membership Fee on a pro rata basis in respect of the unexpired period to which the annual Membership Fee relates.
- VII. Membership Fees are due on acceptance of your Membership application and annually thereafter (the "Renewal Date"), and full payment will be taken by NFL Circle annually in advance by direct debit or payment by a credit or debit card which you have authorised us to deduct such payment from ("Payment Card") in accordance with the relevant invoice.
- VIII. Where you have provided us with details of a Payment Card or have authorised a direct debit mandate, you hereby expressly authorise NFL Circle to deduct collect renewal Membership Fees up to 28 days prior to or on your Renewal Date. Alternatively you will be contacted directly in order to renew your Membership.
- IX. If you do not wish to renew your Membership you must notify us at least 30 days prior to your Renewal Date.
- X. If you do not notify us in accordance with Clause 3.9, NFL Circle reserves the right to recharge the then current Membership Fee in order to renew the Membership.
- XI. NFL Circle (and its affiliated international offices) reserve the right to refuse to provide the Services should any payment due under these Conditions not be received.
- XII. If, during the course of your current Membership, you wish to upgrade your Membership to a higher level of Membership or NFL Circle reasonably requests you to upgrade your Membership based on your usage of the Services, the difference in price between the two categories of Membership will be payable on a pro rata basis. If you do not accept NFL Circle's request for you to upgrade your Membership then NFL Circle reserves the right to cancel your existing Membership with immediate effect in which case you will be entitled to a pro-rata refund in respect of the period from the date of cancellation until the end of the relevant Membership year for which you have paid Membership Fees.
- XIII. NFL Circle may at your request purchase goods or services on your behalf. In the event that we act as a credit agent in this regard, you hereby authorise NFL Circle to deduct the credit sum from your Payment Card immediately.

4. SUPPLY OF SERVICES

- I. NFL Circle shall supply the Services to the Member during the Membership in accordance with the Member's particular Requests, provided that NFL Circle shall not be required to provide or facilitate the supply of goods and/or services that it deems at its sole discretion may violate applicable laws, standards and/or regulations or may offend taste and decency in the relevant jurisdiction.
- II. NFL Circle shall use its reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of any Services.
- III. NFL Circle shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and NFL Circle shall notify the Member in any such event.
- IV. Services will be provided in English (and in other languages depending on the location of the NFL Circle office during normal business hours).
- V. Outside normal business hours (or as may otherwise be required from time to time), Member queries and/or Requests may be routed to an alternative NFL Circle office for assistance. At such times, services will be provided in the English language.
- VI. You acknowledge that NFL Circle reserves the right to accept commissions upon the supply of products or performance of services by any Supplier.
- VII. Telephone calls to NFL Circle may be monitored or recorded for training and quality control purposes.
- VIII. NFL Circle shall provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with your Requests and reasonable instructions from time to time.

Member Signature _____

- IX. Restaurants and clubs: When you use the restaurant booking service you hereby authorise us to debit your Payment Card for any deposit paid by us on your behalf to the restaurant which is forfeited as a result of your cancellation of the booking.
- X. When you use the restaurant booking service you agree that where you cancel a restaurant booking within 24 hours of the time the restaurant reservation is made you shall not be entitled to any refund of any monies paid to secure the booking including the return of any booking deposit.
- XI. NFL Circle reserves the right to deny restaurant requests from Members if Members repeatedly fail to honour their bookings or continuously violate cancellation policies.
- XII. Admission of Members to any club premises is at all times at the sole discretion of the club Supplier and NFL Circle shall have no liability where a Member is refused admission to a club.
- XIII. Tickets
 - a. NFL Circle may be able to obtain "best tickets" for you in relation to sold out events through one of its ticket agent partners. Please note that by instructing NFL Circle to obtain such tickets on your behalf you are agreeing to purchase tickets above face value and the total cost may include a service charge to NFL Circle in respect of our provision of services to obtain the seats for you. NFL Circle is not the seller of the tickets and is not responsible for fulfilment of your order.
 - b. All such tickets and ticket agent partners (who shall be the seller in respect of the transaction) shall have their own terms and conditions (which we suggest you should read). Such terms and conditions are likely to include terms which state that sales of tickets are final and no refunds shall be issued after the purchase has been made. NFL Circle shall not be able to provide you with any refund or obtain any such refund on your behalf.
 - c. In the event of a show being cancelled directly by the artist/promoter, it may be possible to obtain a refund of the face value of the relevant tickets.
 - d. NFL Circle or its ticket agent partner will dispatch your tickets through delivery agents at standard rates. Please note that NFL Circle shall not be liable for any failure by delivery agents to deliver your tickets.

5. PLACING A REQUEST

- I. Members may place Requests by telephone (which does not include text messages), e-mail or through the Members' section of the Website.
- II. Members should always contact their primary office in the first instance to manage all Requests (including international Requests).
- III. NFL Circle, acting reasonably, reserves the right to withdraw any of the Services and/or to refuse to accept any Requests at its sole discretion.
- IV. If NFL Circle is unable or not obliged to deal with any Request, it will inform the Member as soon as reasonably practicable.
- V. You undertake that all details you provide to us for the purpose of booking, ordering or purchasing products or services are correct, that the debit, credit and/or Payment Card you use from time to time is your own and that you have sufficient funds to cover the cost of the product or service.
- VI. From time to time the procurement or provision of certain services, products or benefits may incur a NFL Circle services fee or handling charge (of which you will be notified in advance, and which may vary between NFL Circle offices) and in such event you hereby authorise NFL Circle to debit your Payment Card with any such handling charges or, alternatively, to invoice you in respect of such fees or charges.

6. CANCELLATIONS, REFUNDS AND RETURNS

- I. The Member acknowledges that the sales contract for the supply of goods and/or services made as a result of a Request is between the Member and the relevant Supplier and that NFL Circle is not a party to such contract. Cancellation of contracts with Suppliers should be addressed with the Supplier directly and will be subject to the relevant Supplier's policies.
- II. If a Request for a specific product or service is not available, NFL Circle may offer you substitute products or services of a similar description and standard. You may at your sole discretion refuse acceptance of such substitute products and/or services and request a full refund in the event that payment has already been made to the Supplier for the unavailable product or service.

Member Signature _____

- III. All descriptions of any products, services or Benefits on the Website have been approved by the relevant Supplier. NFL Circle shall not be liable for inaccurate or misleading descriptions.
- IV. Payment for all products and services shall be due immediately upon acceptance of the order by the relevant Supplier.
- V. The Member further acknowledges that for goods purchased on his or her behalf by NFL Circle directly from a Supplier, returns and exchanges will be subject to the terms and conditions of that Supplier and returns or exchange of goods purchased may not always be permitted. In circumstances where NFL Circle is asked to source a specific item for a Member, NFL Circle shall inform the Member of the refund and exchange policy of that Supplier in advance. NFL Circle shall not be liable to the Member where a Supplier does not accept the return or exchange of an item.
- VI. It shall be the Member's sole responsibility to retain all proof of return of goods to a Supplier, we recommend returning the goods by registered delivery, or by any other similar means of ascertaining the date of the return dispatch and tracking the return.
- VII. We will inform you when we become aware that a refund of an order has been processed by a Supplier.
- VIII. Where orders are delivered outside the EU, any applicable customs duties and sales taxes shall not be refundable through NFL Circle. It shall be the Member's sole responsibility to recover such monies. NFL Circle shall have no liability for any items held by any customs or border agency.
- IX. In the case of premium courier services, if the Member is not at the specified Delivery address to receive their Order at the scheduled time, the Member may incur further charges for subsequent attempts to re-deliver the goods.

7. SUPPLIERS

- I. Suppliers are responsible for providing you with the services, products and Benefits you Request us to order on your behalf from time to time. NFL Circle shall communicate with Suppliers on your behalf unless it is more appropriate for you to contact the Supplier directly.
- II. Suppliers may impose their own terms and conditions which, in every case apply to the supply of goods and/or services by that Supplier to you, and such terms and conditions shall be binding upon you at the time of order.
- III. When ordering a product or service or accessing a Benefit, you may be required to provide your Payment Card details. If you request and authorise NFL Circle to use your Payment Card in order to pay a Supplier for products or services, you acknowledge and agree that NFL Circle shall have no liability or be responsible in any way whatsoever in respect of the use of your Payment Card provided that NFL Circle acts in accordance with the instructions issued by you in relation thereof.
- IV. You acknowledge that the Benefits are subject to availability and may change from time to time without notice.
- V. If NFL Circle's performance of any of its obligations under these Conditions is prevented or delayed by any act or omission by the Member or failure by the Member to perform any relevant obligation (Member Default):
- VI. NFL Circle shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Member remedies the Member Default, and to rely on the Member Default to relieve it from the performance of any of its obligations to the extent the Member Default prevents or delays NFL Circle's performance of any of its obligations;
- VII. NFL Circle shall not be liable for any costs or losses sustained or incurred by the Member arising directly or indirectly from NFL Circle's failure or delay to perform any of its obligations as set out in this clause 7.5; and the Member shall reimburse NFL Circle on written demand for any costs or losses sustained or incurred by NFL Circle arising directly or indirectly from the Member Default.

8. LIMITATION OF LIABILITY

- I. Nothing in these Conditions shall limit or exclude NFL Circle's liability for:
 - II. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - III. fraud or fraudulent misrepresentation; or
 - IV. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

Member Signature _____

- V. Subject to clause 8.1:
- VI. NFL Circle shall not be liable to the Member, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods; or, loss of contract, or loss of use or, loss of corruption of data or information whether direct or indirect or, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection with their Membership; and
- VII. NFL Circle's total liability to the Member in respect of all other losses arising under or in connection with their Membership, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total value of the Member's annual Membership Fee.
- VIII. Your contract for the supply of products or services is made with the relevant Supplier only. NFL Circle acts as an agent for the Supplier and, unless expressly provided otherwise, all your rights and remedies are against the Supplier.
- IX. You acknowledge that any contract entered into by you with any Supplier is an independent contract. NFL Circle hereby disclaims any and all liability for any act or omission of any Supplier or any loss incurred by you as a result of any act or omission of a Supplier whether or not arranged through the NFL Circle.
- X. NFL Circle shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from Requests or any instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any Member Default.
- XI. NFL Circle shall not be liable to you or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of NFL Circle's obligations in relation to the Services, if the delay or failure was due to any cause beyond NFL Circle's reasonable control.
- XII. Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.
- XIII. This clause shall survive termination of these Conditions.

9. COMMENCEMENT AND TERMINATION

These Conditions shall take effect and be binding upon the Member and Noble Future Land Investments LLC (Dubai) upon acceptance by NFL Circle of your Membership application. These Conditions shall be applicable for the duration of your Membership and shall only cease to have effect upon the expiry or termination of your Membership. You agree that your only rights and remedies under these Conditions shall be against Noble Future Land Investments LLC, Dubai, UAE and no other entity.

10. GENERAL

I. Privacy and Data Protection:

The Services and your Membership are subject to the NFL Circle privacy policy, incorporated into these Conditions by reference and set out at the website which applies at all times in relation to any data that we collect from you.

- a) Assignment and subcontracting:
NFL Circle may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.
- b) The Member shall not, without the prior written consent of NFL Circle, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.

Member Signature _____

II. Waiver:

- a) A waiver of any right under these Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- b) Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.

III. Severance:

- a) If a court or any other competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- b) If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

IV. Variation:

NFL Circle may vary these Conditions from time to time and will notify you of any changes in a timely manner. Notification will be by some or all of the following: NFL Circle Newsletter, the Website, by Email or by phone. Your continued use of your Membership constitutes acceptance of such variations to these Conditions.

V. No partnership:

Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

VI. Third parties:

A person who is not a party to these Conditions shall not have any rights under or in connection with it.

VII. Governing law and jurisdiction:

These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, UAE law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of United Arab Emirates.

10. Tickets

- I. NFL Circle works with third party ticketing and event Suppliers to quote details of face value tickets, hospitality tickets and tickets from secondary market agents to Members as part of the Concierge Service.
- II. All tickets are subject to availability.
- III. If you decide to order tickets from a Supplier quoted by us, you shall authorise us to arrange for payment of the tickets on your behalf. Once you have given us authorisation to purchase tickets with the Supplier on your behalf, you will be liable to pay the full price for the tickets. Once the purchase is confirmed, no refunds or exchanges will be available.
- IV. You shall enter into a contract for the sale and/or supply of the tickets with the relevant Supplier. Ten or the Client shall not be party to this contract.

Member Signature _____

- V. You should ensure that you check both the booking confirmation and the tickets you receive and notify us immediately if any details are incorrect or there are any discrepancies. Where an error has been made by us, we will endeavour to resolve the error with the appropriate level of cost and/or compensation. In all other cases, we will endeavour to assist you with correcting the error without incurring any financial liability.
- VI. We will endeavour to advise you if any tickets have restricted view prior to your purchase. Tickets will be considered restricted view only if specified by the Supplier, box office, venue and/or on the physical tickets.
- VII. The Supplier, together with us, 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 office or, where appropriate, organise a re-delivery directly with the courier company. We will offer support with any deliveries but will not be held liable for errors not caused by us.
- VIII. Tickets are usually delivered between 5 to 7 days before the date of the event, with the exception of theatre tickets, which are sent once after the booking is made. The date upon which tickets are released is controlled by the promoters of the event (and not us), who often delay delivery in order to reduce both fraudulent activity and the risk of tickets being misplaced.
- IX. When tickets are purchased through secondary ticket agents, the 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.
- X. 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.
- XI. 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 cardholder and the card that was used to purchase the tickets need to be present. Letters of authorisation are subject to the venue box office's discretion and in some instances, may not be accepted.
- XII. 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 endeavour to arrange for duplicates or collection, but if we are unable to do so we cannot provide a refund.
- XIII. If you find you are unable to attend an event and would like advice on re-selling your tickets, please contact us for further information.
- XIV. While we will endeavour to update you if we become aware of any changes made to the date or time of your event, we 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 Supplier's discretion. We are not responsible for any additional financial outlay, such as for accommodation or transport, that occurs as a result of a cancelled or rescheduled date.
- XV. For tickets purchased directly through the box office, if the event is cancelled, you will receive a full refund directly from the box office. If the event is postponed, refunds will not be given until a new date has been rescheduled. If you cannot attend the new date, then you are normally entitled to a full refund.
- XVI. Please ensure you check your credit card statement that your credit card has been charged for the amount of your tickets within 3 to 5 days of booking. If this is not the case then please call your Lifestyle Manager.
- XVII. In the unusual event that a Supplier (box office or secondary market ticket supplier) goes insolvent, bankrupt or does not deliver the tickets, we cannot accept liability for the loss of tickets. The relevant terms and conditions between you and the Supplier will apply. We shall offer assistance and act on behalf of the Member to endeavour to remedy the situation. As a minimum, this will include:
 - a. Advising the Member of the chargeback process, if they have paid by debit or credit card, whereby Visa / MasterCard / Amex go to the vendor to try to recoup the money. Note that there is a time limit within which this chargeback process is applicable and / or
 - b. If the Member chooses to purchase new tickets, sourcing alternative tickets to match the original order as closely as possible in terms of location, price and date.

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11. Events and Benefits

- I. NFL Circle works with Suppliers to share details of events and/or benefits to Members as part of the Concierge Service.
- II. Benefits are subject to availability.
- III. Benefits may be withdrawn at any time and without prior notice.

12. Travel

- I. We may engage certain local travel agencies to act solely in the capacity of agent for Suppliers of air, hotel, car and other travel-related products and services ("Travel Suppliers") to provide Members with the ability to purchase airline tickets, hotel accommodation, car rentals and other travel-related products and services ("Travel Services"). NFL Circle and the Client together with their parent companies, subsidiaries, affiliates and agents, and their respective officers, directors, employees, representatives, agents and licensors, shall be referred to collectively herein as the "Covered Parties".
- II. You agree that:
 - a. you are responsible for any error in the accuracy of information that you provide in connection with any Travel Services;
 - b. you are responsible for all charges, fees, duties, taxes, and assessments arising out of the use of any Travel Services;
 - c. 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 (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.
 - d. With respect to car rental, 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;
 - e. you will only use any Travel Services to purchase travel for legitimate travel reservations and/or tickets for you or for another person for whom you are legally authorised to act;
 - f. you will inform any other individuals for whom you have purchased reservations and/or tickets of these Terms and you agree to all additional terms and conditions of purchase introduced to you by the relevant Covered Party(s) and the relevant Travel Supplier(s) in relation to specific Travel Services. The terms and conditions of the relevant Covered Party(s) will be available for review prior to or at the time of purchase or reservation;
 - g. unless otherwise stated, when you make a request for services from Covered Parties through our Concierge Service, NFL Circle will act as your agent and you will enter into a contract directly with the Covered Parties for the provision of the services and you will be bound by the Covered Parties' terms and conditions (including but not limited to their cancellation terms), which will be made available to you before you complete your booking.
- III. All policies and procedures are subject to change at any time at our discretion and without notice.
- IV. All prices quoted are based on rates in effect at the time of booking and are subject to change without notice. As the transaction will be processed in the stated currency, additional currency conversion, foreign transaction and other similar fees may apply depending on your place of booking. Please contact your bank for more information on these fees prior to booking if you have any questions or concerns.
- V. Travel benefits may not be combinable with a travel service provider's other offers.
- VI. 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 Travel Supplier that is an air carrier is required to make

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available to the public the terms of its contract of carriage and make available the fare rules for all air carrier tickets before booking.

- VII. NFL Circle and other Covered Parties maintain no control over the personnel, equipment or operations of any airline. Ten and other Covered Parties do not guarantee or insure the services provided by any Travel 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 Travel Supplier.
- VIII. You agree to abide by the terms and conditions imposed by any Travel 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 your being liable for 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.
- IX. Neither NFL Circle 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.
- X. Travel reservations are subject to the rules of each Travel Supplier on your itinerary. A government issued picture ID is required for all domestic travel. A valid passport, and in some cases visa and certain health requirements, are required when traveling internationally. For international travel, please check with your consulate in the destination country for visa travel requirements.
- XI. Electronic documents such as e-confirmations and e-documents will be provided to the email address given by you at the time of booking. NFL Circle and the other Covered Parties are not responsible for any change in the contact information provided by you at the time of booking.

13. Additional Travel Information and Terms

- I. 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).
- II. Minors under the age of 18 or age of majority in your country who are traveling with only one parent 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.
- III. 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.
- IV. For information concerning possible dangers at international destinations, we recommend contacting your government's agency responsible for travel advisory matters.
- V. For medical information, we recommend contacting your governmental agency responsible for health and medical matters.
- VI. BANKRUPTCY OR FLIGHT CHANGES, DELAYS OR CANCELLATIONS: NFL Circle and each Covered Party shall have no liability if a travel provider is not able to honour an airline ticket purchased through the Concierge Service for any reason, including, without limitation, bankruptcy proceedings, strikes, labour 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.
- VII. ITINERARY CHANGES OR CANCELLATIONS: NFL Circle 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 Travel Supplier you book with through the Site. 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

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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.

- VIII. PASSENGER NAME AND IDENTIFICATION: All airline tickets purchased through the Programme 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 traveller'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
- IX. 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 traveller and must be obtained prior to departure. Travellers are responsible for complying with all government travel requirements, and presenting exit, entry and other required documents such as passports and visas.
- X. REQUIREMENTS FOR CHILDREN: Children under the age of 18 traveling internationally without one or both of their natural parents must carry a notarized letter of permission from the absent parent or parents. Other document requirements may apply depending on the airline and are the sole responsibility of the traveller.
- XI. Travel reservations are subject to the rules of each Travel Supplier on your itinerary. The information and descriptions given about Travel Supplier are believed to be accurate, however, NFL Circle makes no warranty or representation regarding the information and descriptions.
- XII. The passenger's ticket(s), when issued, shall constitute the sole contract between the Covered Parties and the purchaser and/or passenger and will be subject to the Covered Parties' terms and conditions of use.
- XIII. 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. The Covered Parties maintain no control over the personnel, equipment or operations of any airline. The other Covered Parties do not guarantee or insure the services provided by any Travel Supplier of air travel. You agree to abide by the terms and conditions imposed by any Covered Party 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.
- XIV. Special requests made to a Covered Party are on a request only basis and cannot be guaranteed. Fees, taxes and charges may apply, depending on the service request.
- XV. Upgrades are not permitted on certain itineraries. Please check with the applicable Covered Parties directly.
- XVI. Covered Parties policies are subject to change at any time without notice.
- XVII. NFL Circle is not responsible for any lost or damaged luggage before, during or after travel.
- XVIII. Certain rate types do not permit credit for airline frequent flyer programs or car or hotel loyalty programs.
- XIX. BAGGAGE FEES: Baggage policies and fees vary by Travel Supplier Please check with the Travel Supplier for baggage charges, size limitations, weight and other restrictions.
- XX. 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. NFL Circle is not the vendor collecting and remitting taxes to the applicable taxing authorities. Neither NFL Circle nor other local travel agencies procured through NFL Circle 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.
- XXI. 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 Travel Supplier also reserves the right to re-invoice your reservation should an error be made in computing your holiday 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.

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- XXII. Details you provide when you register for this Concierge Service will govern the currency you elect from time to time when you make travel bookings online or with a Lifestyle Manager. You will be charged in the currency you elected at time of check out so please be sure to check your elected currency prior to completing your transaction.
- XXIII. HOTEL TAXES AND SERVICE FEES: NFL Circle markets hotels under a 'prepaid/merchant' model where the 'prepaid/merchant model applies, NFL Circle 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. 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.

14. Cancellations

- I. A "Cancellation" means any change made to the name of a traveller when booked (name change), the substitution of one traveller 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.
- II. CHANGE/CANCELLATION POLICY: If your plans change, your right to a refund will be governed by the cancellation terms of the Covered Parties (as described at the time of booking, in your contract with the Covered Parties and below):
 - a. Cancellations, refunds, changes, exchanges and transfers are wholly subject to the terms and conditions of the applicable Covered Parties. 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 Covered Parties and subject to the Covered Parties' terms and conditions;
 - b. Hotel reservation cancellations are subject to individual Covered Parties' cancellation policies. Failure to cancel prior to scheduled check-in time will be considered a no-show and will not be eligible for refund.
 - c. car Rental cancellations are subject to individual Covered Parties' cancellation policies;
 - d. separate cancellation penalties may apply to holiday or special event departures in addition to non-refundable deposits; and
 - e. Covered Parties penalties are subject to change at any time without notice.

15. Package revisions

- I. In the event that you purchase a single "Packaged" product of flights and accommodation provided by one of our Travel 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, totalling 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.
- II. All travellers must travel on the same itinerary. Individual travellers cannot be added or deleted from an itinerary after booking.
- III. Any changes must be made directly by calling a Lifestyle Manager on the number listed on your email confirmation, and shall be subject to Travel Supplier charges as described below (other than those subject to cancellation penalties listed in section 8):
- IV. AIRLINE TICKET CHANGES: This refers to the change policy set by the individual airline. Changes to travel dates or destinations 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.

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- V. HOTEL CHANGE POLICIES: This refers to changes to hotel reservations. These are allowed subject to individual Travel Suppliers' policies. Travel Supplier change fees may apply.
- VI. CAR RENTAL POLICIES: This refers to changes to a car rental reservation. These are allowed but Travel Supplier change fees may apply.

16. Car rental rules

- I. Drivers must be in possession of a valid driver's license (in the relevant locality) and a major payment card in their name.
- II. Some Travel Suppliers require a good driving record and reserve the right to verify drivers' records. Minimum and maximum age requirements may apply, additional charges may apply based on age and will vary by country. Suppliers reserve the right to deny car rentals for any reason, including past driving records
- III. Car costs 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.
- IV. Rental charges are based on each 24-hour period commencing at time of rental, with any additional hours subject to extra charge.
- V. A major payment card or a cash deposit is required to protect against incidental charges and damages, payable directly to the car rental company.
- VI. Car rental companies will not refund any unused portion of a rental.
- VII. No-shows are non-refundable and will result in a total forfeiture of any payments made.
- VIII. The early return of car rentals is not eligible for a refund.
- IX. 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.
- X. For some international rentals, a 3-day minimum may apply.
- XI. Geographic and cross border restrictions may apply.
- XII. Please contact your insurance company if you are unsure whether or not to accept rental car company insurance.

17. Hotel Rules

- 11. Some hotels require a resort fee payable at the time of check-in. These fees are not included in the total price displayed online.
- 12. No-shows are non-refundable and will result in a total forfeiture of any payments made.
- 13. Early check-out from a hotel is not subject to a refund.
- 14. Contact a Lifestyle Manager on the number listed on your email confirmation for all cancellation or modification requests.
- 15. Cancellations or modifications handled by the property directly may result in additional fees. When cancelling hotel reservations, you will be held responsible for charges if you do not ask for and retain your cancellation number.
- 16. 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.
- 17. 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.
- 18. Hotels may not have actual travellers' names until just prior to arrival.
- 19. The hotel may require a major payment card, in the name of one of the guests, or a cash deposit upon check-in.
- 20. Reservations do not include services not specified in the reservation confirmation.

18. Airline rules

- I. It is the responsibility of the traveller to ensure the name is spelled correctly at the time of booking. Name Changes are not permitted on some airline reservations.
- II. 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.
- III. Advance seat assignments, if available and allowed by the airline, are not guaranteed. Please inquire with the airline directly about your boarding passes.
- IV. Flight schedules are subject to change. the 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

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flights and 72 hours in advance for international flights. Reconfirmation of flights is mandatory when returning from international destinations.

- V. **BAGGAGE ALLOWANCES:** These vary by airline & all baggage fees are payable directly to the airline and therefore will not be included in your package price.
- VI. Airfare is typically non-refundable. In some cases, airfare allows for changes or cancellations. If you are cancelling 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. If you accept a refund, you waive all other rights and remedies under applicable law.
- VII. Airline penalties are in addition to all other penalties detailed above and are subject to change at any time without notice.
- VIII. 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.
- IX. You should check with each airline regarding its specific boarding and check-in requirements.
- X. 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.
- XI. 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 the day of departure.
- XII. All tickets will be issued at time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions.
- XIII. 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.
- XIV. **CUSTOMER RESPONSIBILITIES:**
 - a. 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 ensure that you and all of your party check-in at least two hours prior to the scheduled departure and report to the gate at least 30 minutes before departure time. Failure to comply with these conditions may result in the loss of your seat. You must 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. Unless you file a claim with Ten within 30 days after the termination of your trip, all parties are released from further liability.
- xv. **NFL Circle RESPONSIBILITIES:** Applicable Covered Parties are responsible to you for making the applicable arrangements for transportation, accommodation and services being booked. The responsibility of Covered Parties 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. NFL Circle, Participating Organization or other Travel Suppliers 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. Applicable Covered Parties reserve 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.
- xvi. **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/websites/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.

xvii. Important notice

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- I. nfl circle is not responsible for any injury, death, loss, claim, damage, act of god, accident, delay, or any special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arise out of or are in any way connected with purchase or use of the services from a supplier, except where such loss results from our act, omission or error.
- II. For example, NFL Circle is not responsible for any damage and/or delay due to any Travel Suppliers cancellations, shortages, sickness, pilferage, labor disputes, bankruptcy, machinery breakdown, quarantine, government restraints, weather, terrorism or causes beyond the other Covered Parties' control. We also cannot accept any responsibility for any additional expense, omissions, delays, re-routing or acts of any governmental authority. To the extent allowed under applicable law, we are not responsible for a breach of any warranty including, but not limited to, implied warranties of fitness for a particular purpose or of merchantability, nor are we responsible for any other wrongdoing of a Supplier (including any liability in tort), as to any products and/or services available through this Concierge Service nor any Supplier's failure to comply with these Terms and Conditions nor any Supplier's failure to comply with applicable federal, state, provincial and local law. If NFL Circle is found liable for any loss or damage relating to the use of this Concierge Service, you agree the liability of any such party shall in no event exceed the amount of USD\$100.
- III. Covered Parties do not represent or warrant that the Site will be available and meet your requirements, that access will be uninterrupted, that there will be no delays, difficulties in use, defects, incompatibility, failures, errors, omissions or loss of transmitted information, that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your computer system. You have sole responsibility for taking protection and backup of data and/or equipment and for taking reasonable and appropriate precautions to scan for computer viruses or other destructive properties
- IV. Neither NFL Circle, nor other Covered Parties procured through NFL Circle (excluding Participating Organization) 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. NFL Circle or other Covered Parties 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. Covered Parties are not responsible for any negligent or wilful 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. NFL Circle or other Covered Parties procured through NFL Circle act only as an agent for the passenger in regard to travel, and none of the Covered Parties assume any 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.
- V. NFL Circle or other Covered Parties procured through NFL Circle reserve the right to make minor adjustments in the passenger's travel itinerary and to cancel any trip prior to departure. In the event of trip cancellation, a full refund will constitute a full settlement of all liability. 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 Travel Supplier and the purchaser and/or passenger, and NFL Circle or other Travel Suppliers Covered Parties shall have no liability for any actions or omissions of the Travel Supplier or other Covered Parties. In addition, NFL Circle or other Covered Parties shall have no responsibility for any credit or voucher issued by any Travel Supplier, and any questions or issues you may have with respect to such credit or voucher must be addressed directly with the Travel Supplier or applicable Covered Parties.
- VI. All rates published in any venue are based on exchange rates and tariffs and are subject to change. All taxes, gratuities and portage charges are subject to deletions, additions or changes without notice. These items are not under the control of any of the Covered Parties, since changes in government regulations and labor agreements cannot always be anticipated. Covered Parties are not responsible for any changes initiated by the passenger after departure.

xviii. Fair Usage Policy

- I. You must make sure that any use of the Concierge Service, by yourself or any permitted user complies with these Terms.
- II. If you (or any Authorised User) breach this Policy, we may: (a) give you a notice to stop or moderate the unacceptable use(s); or (b) terminate or suspend your Concierge Service, with or without notice as we consider appropriate, under the Terms.

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- III. There is no specified limit on the usage of our online 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 the Client.
- IV. You are responsible for all use of the Concierge Service through your account and for any breach of these Terms 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.

xix. Complaints

- I. Please contact us immediately should you be dissatisfied with any aspect of the Concierge Service you receive and we will use reasonable endeavours to look into the issue within two working days of receipt of your notification and to respond to you as soon as reasonably practicable.
- II. NFL Circle or Noble Future Land Investments LLC, Dubai, UAE will not be responsible for the failure of any Supplier to provide any Services or the negligence of the Supplier providing them. However, we will endeavour to assist you in the resolution of any such issue.

xx. Material

- I. The material on our Site is subject to our 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.
- II. 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 Site which is identified as being the copyright of a third party. Authorisation 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 Operations Director, Noble Future Land Investments LLC, Office 301, Al Serkal 1, Port Saeed, Dubai, United Arab Emirates.

xxi. Intellectual Property

The Content (as defined below) is protected by applicable intellectual property laws and all Content is owned by or used by NFL Circle under a license or with permission. All text, formatting (including without limitation the selection, coordination and arrangement of materials received from NFL Circle, 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 NFL Circle are subject to the intellectual property rights of noble Future Land Investments LLC , 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 websites, 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 NFL Circle prior written permission.

xxii. Contact

If you have any queries or comments about these Terms or our or any Supplier's use of your personal data, please get in touch with your Lifestyle Manager via the phone number and email address provided for the Concierge Service.

xxiii. Changes to these Terms

We may update this Policy from time to time. We will notify you of the changes where required by law to do so.

Member Signature _____

xxiv. Notices

A notice or other communication under or in connection with these Terms shall be in writing and shall be delivered personally or sent by first class post, fax or email to the party due to receive the notice or communication at its registered address or the fax or email address specified in writing to the other.

xxv. General

If any of the above provisions are held to be illegal or unenforceable such provisions shall be severed and the remainder of these Terms shall remain in full force and effect unless the business purpose of these Terms are substantially frustrated thereby. Any payment transactions carried out by us or our third party payment processing services shall be subject to regulatory obligations from FCA, SEPA and Schemes and are secure with PCI-DSS, PA-DSS and P2PE. Nothing in this agreement limits any liability which cannot be limited by any applicable law, including but not limited to liability for:

- a) death or personal injury caused by negligence; and
- b) fraud or fraudulent misrepresentation.

xxvi. Indemnification

You agree to indemnify, defend and hold NFL Circle, Noble Future Land Investments LLC and its business partners, staff and affiliates harmless from any liability, loss, claim and expense, including reasonable professional legal advisors' fees and expenses, related to your violation of these Terms.

xxvii. Governing Law and Jurisdiction

- I. We grant you access to our Site and our Concierge Service conditional upon your acceptance that the laws of the United Arab Emirates apply between us in relation to these Terms.
- II. These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of the United Arab Emirates.
- III. Each party irrevocably agrees that the courts of Hongkong shall have a non-executive jurisdiction to settle any dispute or claim (including non-contractual disputes or claim) arising out of or in connection with these Terms or its subject matter or formation.

I hereby confirm that I have read carefully all the above mentioned and I agree with all the terms and conditions.

Proposed Member's Signature	Date

Member Signature _____