

TERMS AND CONDITIONS PRIORITY PASS MEMBERSHIP

- The American Express® Cardmember (the "Cardholder") will enjoy one complimentary lounge access per travel upon the condition that the said travel has been purchased exclusively from MCB American Express Travel with his/ her MCB American Express® Card.
- The annual membership for Priority Pass is offered free of charge by The Mauritius Commercial Bank Limited (MCB) to its American Express® Cardmembers.
- 3. Each lounge visit is subject to a charge per person. All such visits, including those by accompanying guests, shall be debited to the Cardholder's MCB American Express® Card by MCB at the current prevailing rate per visit per person. The operators of the Priority Pass lounges reserve the right to amend the lounge visit charges at any time. The date of billing of lounge access does not refer to date of visit in lounges.
- The Priority Pass Card (the "Card") is not a payment card nor is it proof of creditworthiness and attempts to use it as such is strictly prohibited. Payment cards will not be accepted as substitutes for the Priority Pass Card.
- 5. The Priority Pass Card is not transferable and is only valid up to its date of expiry and when it has been signed by the Cardholder. The Card shall not be used by any person other than the Cardholder. Admittance to the lounges is conditional upon presentation of a valid Priority Pass Card only.
- 6. When presenting the Card on entering the lounge, lounge staff will take an imprint of the Card and either issue a 'Record of Visit' voucher to the Cardholder or make a log entry. Some lounges have electronic card readers, which will take the Cardholder's details off the magnetic stripe on the reverse side of the Priority Pass Card.
- 7. Where applicable, the Cardholder shall be required to sign the 'Record of Visit' voucher or sign on an electronic reader, which will also reflect the exact number of accompanying guests, if any, but does not show any per person per visit charge. The charge per visit for the Cardholder, where relevant, and that for any guests will be based on the 'Record of Visit' voucher/log submitted by the lounge operator. The electronic record of the Cardholder's lounge visit shall constitute conclusive evidence of access. Guests are required to register and accompany the Cardholder upon entry.
- 8. While it is the responsibility of the lounge staff to ensure a voucher imprint/log is made of the Card, the Cardholder is responsible for ensuring the 'Record of Visit' voucher/receipt/log correctly reflects his/her own usage and that of any guests at the time of using the lounge. Where applicable, the Cardholder is responsible for retaining the 'Cardholder's copy of the 'Record of Visit' voucher/receipt presented to him/her at the lounge.
- 9. All participating lounges are owned and operated by third party organisations. The Cardholder and accompanying guests must abide by the rules and policies of each participating lounge. Access may be restricted due to space constraints but this will be wholly at the discretion of each individual lounge operator. The Priority Pass group of companies has no control over the facilities offered, the opening/closing times, the number of people allowed in at any time or the personnel employed by the lounges and will not be liable whatsoever for refusal of access by the lounge due to technical issues with visit registration equipment.
- 10. The administrators of Priority Pass will use every endeavour to ensure the benefits and facilities are available as advertised, but the Priority Pass group of companies does not warrant nor guarantee in any way that the said benefits and facilities will be available at the time of the Cardholder's visit.
- 11. Neither MCB nor the Priority Pass group of companies shall be liable for any loss to the Cardholder, or any accompanying guests, arising from the provision or non-provision whether in whole or in part of any of the advertised benefits and facilities. All accompanying children (where permitted) will be subject to the full guest fee unless otherwise stated in the lounge listing.
- 12. Participating lounges reserve the right to enforce a maximum stay policy (usually 3-4 hours) to prevent overcrowding. This policy is at the discretion of each lounge operator, who may apply additional charges for extended stays. MCB and Priority Pass shall not be held liable for any such charges or transactions between the Cardholder and the lounge.
- 13. Participating lounges have no contractual obligation to announce flight information and the Priority Pass group of companies shall not be held liable for any direct or indirect loss resulting out of any Cardholder and/or accompanying guests failing to board their flight(s).
- 14. The provision of complimentary alcoholic beverages (where permitted by local law) is at the discretion of each participating lounge and may be subject to

- limitations. In such cases, the Cardholder shall be responsible for settling any charges for additional consumption directly with the lounge staff.
- 15. Telephone facilities (where available) vary by lounge and are provided at the discretion of the lounge operator. Complimentary use is generally limited to local calls. Charges for services such as fax, showers, internet, and Wi-Fi (where applicable) are also determined by each lounge operator. The Cardholder shall be responsible for settling any such charges directly with the lounge staff.
- 16. Admittance to lounges is strictly subject to Cardholders and any guests, each being in possession of a valid flight ticket for the same day of travel and the corresponding boarding pass. Airline, airport and other travel industry employees travelling on reduced-rate tickets may not be eligible for access. Outside the US, flight tickets must be accompanied by a valid boarding pass for a departing flight, i.e. outbound passengers only. Some lounges in Europe are located within designated Schengen areas of the airport which means that access is only provided to these lounges if members are travelling between Schengen countries.
- 17. Admittance to lounges is subject to Cardholders and any guests (including children) behaving and dressing (no shorts allowed outside of the US) in an orderly and correct manner. Any infants or children causing upset to other users' comfort may be asked to vacate the lounge facilities. The Priority Pass group of companies and MCB shall not be liable for any loss suffered by the member and any guests where a lounge operator has refused admission because the member and/or guests have not complied with these conditions.
- Lost, stolen or damaged Priority Pass Cards are to be notified immediately to MCB, who shall be responsible for providing replacement Cards. A charge may be levied for any replacement.
- 19. In the event of the Cardholder cancelling or not renewing his/her American Express® Card, the Priority Pass Card shall be invalid effective from the cancellation date of his/her American Express® Card. Any lounge visit made by a Cardholder using an invalid Card, including any guests, shall be charged to the Cardholder.
- 20. Renewal Terms and Conditions are at the discretion of Priority Pass Ltd. Priority Pass Ltd has the right to refuse membership to people who are employed by or contracted to an airline, airport or a Government in respect of airline or airport security.
- 21. MCB will not be held liable for:
 - any dispute that may occur between the Cardholder and/or any guests and a lounge operator,
 - any direct or indirect loss arising in the event of any lounge closing or ceasing to participate in Priority Pass at any time,
 - the actions of the Cardholder or any guest when using an eligible lounge or the personal belongings brought into a lounge,
 - any loss or injury suffered by an American Express® Cardmember or guest whilst inside any Priority Pass participating lounges,
 - errors or omission arising from any information given in the Priority Pass directory, on the Priority Pass Card, or in any document, design or drawing or other communication supplied by Priority Pass Limited to MCB for onward transmission to its American Express® Cardmembers.
- 22. The Priority Pass group of companies reserves the right to revoke membership in Priority Pass at any time at its absolute discretion and without notice.
- 23. The Cardholder agrees that s/he will defend and indemnify MCB and the Priority Pass group of companies, its directors, officers, employees and agents (collectively 'the indemnified parties') against and hold each indemnified party harmless from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including reasonable attorney's fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of any lounge by the Cardholder or any guests or any person in said lounge at the behest of the Cardholder, except that such indemnification shall not extend to acts of gross negligence or wilful misconduct by the indemnified parties.
- 24. MCB may at any time and subject to its giving notice of same to the Cardholder, change and modify the present Terms and Conditions.
- 25. The present Terms and Conditions shall be construed in accordance with and governed by the laws of the Republic of Mauritius, and all disputes in relation thereto shall be submitted to the exclusive jurisdiction of the courts of the Republic of Mauritius.