

General Terms & Conditions (NEOPASS Club by NEO Pass Group LLC-FZ)

Effective Date: June 1st, 2025

Arabic Version Available: This document is available in Arabic. [Click here to view the Arabic version](#)

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. By registering as a member or using the NEOPASS platform, you (“Member”) agree to be bound by these General Terms & Conditions (“Terms”). These Terms form a legal agreement between you and NEO Pass Group LLC-FZ, a Free Zone company registered in Meydan Free Zone, Dubai, United Arab Emirates, with its registered office at Meydan Grandstand, 6th Floor, Meydan Road, Nad Al Sheba, Dubai, UAE, operating in full compliance with UAE federal laws and Meydan Free Zone regulations (hereafter “NEOPASS” or “we/us”). These Terms apply to all users of the NEOPASS platform, including individual and corporate members, and govern all membership tiers and services offered through the platform. By continuing to access or use the Platform after any updates to these Terms, you explicitly accept and agree to be bound by such updated Terms. NEOPASS will notify Members of any material changes and make the updated Terms available for review prior to their effective date, in accordance with Section 15.1.

1. Definitions

For the purposes of these Terms, the following definitions apply:

- “Platform” means the NEOPASS members-only online portal (accessible via website or app) operated by NEO Pass Group LLC-FZ, through which Members can access travel-related services and NEOPASS features. The Platform operates in full compliance with UAE federal laws and Meydan Free Zone regulations.
- “Member” (or “you”) means an individual or corporate entity that has registered for a NEOPASS membership (whether free or paid) and is authorized to use the Platform. An “Individual Member” refers to a single natural person account, and a “Corporate Member” refers to an entity that may designate multiple authorized users under its account (as permitted by its membership tier).
- “Explorer Pass” (also called “Basic Membership”) means the free membership tier of NEOPASS. Explorer Members have access to standard Platform features, viewing of offers, and best available public or mildly discounted rates for travel services .
- “Signature Pass” (also called “Prime Membership”) means the paid membership tier priced at US \$149 per year (or equivalent in AED or other currencies), which includes access to higher discounted rates across all travel service categories and other premium features.
- “Prestige Pass” (also called “Exclusive Membership”) means the highest paid membership tier, priced at US \$999 per year (or equivalent in AED or other currencies), which includes all Signature benefits plus exclusive perks such as access to ultra-premium booking options

(e.g. private jets, villas, VIP events), dedicated concierge services, and the deepest travel discounts. Prestige Pass may be used by high-net-worth individuals or corporate members for multi-user access, as authorized by NEOPASS.

- “NEOPASS Wallet” (or “Wallet”) means the member-specific digital balance account within the Platform. The Wallet is an internal ledger system compliant with UAE Central Bank guidelines that tracks non-cash credits and balances for the Member. It is not a bank account, payment instrument, or e-money wallet – it exists solely to record and apply credits (including but not limited to Booking Bonuses, refunds, promotional adjustments, and other internal platform credits) exclusively for use within the Platform. Wallet balances are non-withdrawable, non-interest-bearing, and non-transferable to any external account (i.e. cannot be exchanged for cash or monetary value outside the Platform). However, Members may be permitted to transfer Wallet credits as gifts to other NEOPASS members within the Platform, subject to NEOPASS’s rules and oversight (such internal transfers do not involve any fiat currency movement and remain within our ledger system).
- “Booking Bonus” (or “Referral Bonus”) means the referral incentive credit granted under NEOPASS’s member referral program (“Booking Bonus Program”). A Booking Bonus is a promotional credit (e.g. a fixed USD amount) added to a Member’s NEOPASS Wallet when that Member successfully refers a new user who purchases a paid NEOPASS membership using the referring Member’s invitation link or code . Booking Bonuses have no cash value, are non-cashable and non-withdrawable, and can only be used toward NEOPASS bookings or eligible purchases on the Platform . Booking Bonuses may also be granted to the new member (invitee) as an initial reward, at NEOPASS’s discretion . Each Booking Bonus credit expires automatically and irreversibly if not fully utilized within 12 months from its issuance date, with no entitlement to reinstatement or compensation after expiry.
- “Search-Credits” (or “SC”) means the internal digital tokens or credits that Members use to perform certain advanced flight searches and access special fare data on the Platform. Search-Credits are not currency or legal tender; they are utility units with no intrinsic monetary value, used exclusively to enable specific search queries in NEOPASS’s flight engine . Search-Credits are non-transferable (except as expressly allowed within the Platform) and are non-refundable once allocated to a Member, subject to the terms herein. Unused Search-Credits expire 12 months after issuance .
- “Deep-Search” refers to an enhanced, high-intensity flight search feature available on the Platform that allows Members to request complex or highly specialized flight itineraries (for example, Exclusive PLUS fares on multi-leg or flexible dates, unique route combinations, etc.). Deep-Search queries consume multiple Search-Credits (or a higher amount of credits) per query due to the extra computational and manual effort involved . Deep-Search is an optional service for Members seeking tailored fare options; usage may be subject to fair-use limitations as described in these Terms.
- “Exclusive PLUS Flights” (also “Exclusive PLUS fares”) means the most exclusive class of airfare deals offered through NEOPASS. These are deeply discounted business or first-class fares that are privately sourced or specially negotiated by NEOPASS’s partners and not available to the general public through standard channels . Exclusive PLUS fares are offered to eligible NEOPASS Members on an invitation-only or restricted basis, and typically carry

stringent conditions (such as no changes, no refunds, and no frequent-flyer mileage accrual) as specified at time of booking . They may require pre-approval, identity verification, and immediate payment due to their limited-time availability .

- “Service Provider” means any third-party travel service supplier accessible via the NEOPASS Platform, including without limitation: consolidators or wholesalers who issue airline tickets, airlines, hotel or accommodation providers, car rental agencies, tour or activity operators, cruise lines, insurance providers, or other travel-related product vendors. Service Providers are independent entities that provide the actual travel products or services (tickets, reservations, etc.) when Members make bookings through the Platform.
- “Consolidator” refers to a specialized third-party ticketing agent or company (holding an IATA license or equivalent accreditation) that issues airline tickets on behalf of airlines, often at negotiated rates. NEOPASS partners with consolidators for ticket issuance of flights booked on the Platform. For clarity, NEOPASS itself is not an IATA-accredited agent, and tickets are fulfilled by a licensed consolidator or relevant Service Provider.
- “NEOPASS Services” means the services and features provided by NEOPASS to Members via the Platform, including access to special travel rates and bookings, membership benefits, the NEOPASS Wallet, Search-Credits system, referral program, and any other products or digital services that NEOPASS may offer (such as membership add-ons, concierge assistance, etc.). These are distinct from the actual travel services provided by third-party Service Providers.

Interpretation: Section headings and summaries are for convenience only and do not affect the interpretation of these Terms. In case of ambiguity or conflict, these Terms shall be interpreted in a manner that most fully protects the rights and interests of NEOPASS (consistent with applicable law). The English version of these Terms is the authoritative version, and any translation (if provided) is for courtesy – in the event of discrepancies, the English text will prevail.

2. Membership Eligibility and Types

2.1 Individual vs. Corporate Membership: Membership in NEOPASS is available to natural persons 18 years of age or older, and to duly organized business entities validly incorporated and operating in compliance with applicable UAE federal laws and Meydan Free Zone regulations.

Individuals may register for personal membership, while companies or organizations may register for corporate membership. Corporate Members may designate authorized persons (employees or agents) to use the Platform under their account. The corporate entity is responsible for all use of the Platform by its authorized users and must ensure each such user abides by these Terms. NEOPASS reserves the right to require verification of a corporate applicant’s identity and authority.

2.2 Invitation-Only Access: NEOPASS operates as an exclusive members-only club. In general, registration is by invitation or referral code only, unless otherwise announced by NEOPASS. A prospective member typically must receive an invite link or code from NEOPASS or an existing member to join . NEOPASS may, at its sole discretion, accept or reject any membership registration. By registering, you represent that the information you provide is truthful and you have the capacity to enter into this agreement (and if registering on behalf of a company, that you are authorized to bind that company to these Terms). NEOPASS reserves the right to request further documentation or perform additional checks as necessary to verify such capacity or authority.

2.3 Membership Tiers: NEOPASS offers three tiers of membership, which confer different levels of access and benefits: Explorer (Free), Signature (Paid), and Prestige (Paid). These tiers are further described below:

- Explorer (Free) Membership: Provides basic access to the Platform. Explorer Members can browse and view all available travel offers and can book standard-rate flights, hotels, rental cars, vacation homes, experiences, and cruises through the Platform . Explorer Members access the best publicly available fares or limited discounts, but do not receive the deeper exclusive discounts reserved for higher tiers. No annual fee applies for Explorer membership.

- Signature (Paid) Membership: Provides premium access for an annual fee of US \$149. Signature Members enjoy higher discounted rates across all travel categories (flights, hotels, cars, homes, experiences, cruises) than those available to Explorer Members . Savings are transparently shown on the Platform. Signature membership may include a bundle of Search-Credits and/or other perks as part of the subscription (as detailed at purchase). One account is intended for one individual Member's use (except by prior agreement or corporate package).

- Prestige (Paid) Membership: Provides elite access for an annual fee of US \$999. Prestige Members receive all benefits of Signature, plus access to "Exclusive PLUS" flight fares and other ultra-exclusive offers (such as private jets, luxury villas, helicopters, yacht charters, VIP event access) that are not available to lower tiers . Prestige Members also receive personalized services including a dedicated human travel concierge (and/or AI concierge) for global assistance . This tier may allow multi-user access for corporate or family use – NEOPASS may permit a Prestige Member to share their membership benefits with a limited number of sub-users (under the same organization or household), either included or via add-on purchase. The exact multi-user allowances or add-on packages will be as specified by NEOPASS from time to time. Each authorized sub-user must comply with these Terms, and the primary Member remains liable for all usage, actions, and compliance of its sub-users, including any breaches of these Terms or applicable laws. NEOPASS may introduce additional membership tiers or modify the features of existing tiers in its discretion, provided that any material changes to benefits or fees for current Members will be communicated in advance in accordance with Section 15 (Modifications).

2.4 Membership Term and Renewal: Paid memberships (Signature, Prestige) are annual subscriptions, valid for one (1) year from the date of activation (unless otherwise stated at purchase). By purchasing a paid membership, you expressly authorize NEOPASS to automatically renew your membership at the end of each subscription term for an additional year at the then-current fee, charged to your selected payment method, unless you explicitly cancel the renewal via your account settings or by contacting customer support prior to the renewal date. NEOPASS will notify you of upcoming renewal and any changes in fees or terms at least thirty (30) days prior to renewal or as otherwise required by applicable UAE federal laws and Meydan Free Zone regulations.

. You may cancel renewal via the Platform account settings or by contacting customer support, effective at the end of the current paid term (no prorated refunds for mid-term cancellation except as provided under the 30-Day Guarantee or required by law). NEOPASS reserves the right, at its sole discretion, not to renew a membership. In such cases, NEOPASS will provide the Member with explicit written notice via email or platform notification at least thirty (30) days before the scheduled renewal date, after which the membership will terminate at the conclusion of the current term.

2.5 Account Security: Each Member (including each corporate sub-user) must create login credentials to access the Platform. You are responsible for maintaining the confidentiality of your account password and for all activities that occur under your account. You agree to notify NEOPASS

immediately of any unauthorized use or security breach. Accounts are personal (or limited to the authorized users for corporate accounts) – you must not share your login with unauthorized persons. NEOPASS is not liable for any loss or damage arising from unauthorized use of your account due to your failure to safeguard credentials. Members are solely responsible for implementing adequate security measures to protect their personal and financial data. NEOPASS disclaims liability for any data breaches or unauthorized access arising from members' failure to maintain secure credentials. Members acknowledge that compliance with recommended security practices provided by NEOPASS is mandatory for continued Platform access.

2.6 Permitted Use; No Resale of Membership: Your right to use NEOPASS services is limited to you as the Member. You may use the Platform and membership benefits only for your own personal travel needs or, in the case of Corporate Members, for the legitimate business travel needs of your organization. You agree not to resell, transfer, or make available any NEOPASS membership benefits, discounted fares, or services to non-members, except as explicitly permitted by these Terms (e.g., authorized use of membership benefits by immediate family members or, in case of Corporate Memberships, authorized employees explicitly designated under the corporate account). Commercializing or brokering NEOPASS rates or services to third parties is strictly prohibited without NEOPASS's approval. For example, you may not use an Exclusive PLUS fare obtained through your membership to operate a travel agency service for others. NEOPASS reserves the right to terminate or suspend any account that it believes is engaging in unauthorized resale or exploitation of the Platform or offers, as further detailed in Section 10.

2.7 AML and KYC Compliance

Members agree to fully comply with NEOPASS's Anti-Money Laundering (AML) and Know Your Customer (KYC) procedures by promptly providing accurate identification documentation when requested. NEOPASS reserves the right to immediately suspend or terminate any account failing AML/KYC requirements or suspected of violating related regulations. Such suspension or termination may occur without prior notice when legally permissible, and NEOPASS will promptly notify the Member subsequently in accordance with applicable UAE laws and Meydan Free Zone regulations.

3. NEOPASS's Role as Intermediary

3.1 Not a Travel Provider or Carrier: NEOPASS itself is not a provider of flights, hotels, or other travel services, and is not an airline, hotel operator, or insured travel agent. NEOPASS acts solely as an intermediary or facilitator between Members and the independent Service Providers that actually supply the travel products. This means NEOPASS provides the Platform and membership structure that allows you to access and book services offered by third parties at preferential rates, but NEOPASS is not the seller or operator of the travel service. You acknowledge and agree that: (a) NEOPASS is not a licensed IATA travel agency or tour operator, and it does not itself issue airline tickets or hotel vouchers (all such fulfilment is done via third-party consolidators or providers); (b) any bookings you make via NEOPASS are ultimately fulfilled by a Service Provider (e.g. an airline or consolidator for flights, a hotel or wholesaler for accommodations, etc.), and that provider is responsible for the provision of the travel service; and (c) your rights and remedies in connection with the actual travel service (such as flight carriage, hotel stay, tour experience) are governed by the terms and conditions of the Service Provider and applicable law, not by NEOPASS. NEOPASS does not assume liability for the acts or omissions of the travel Service Providers. Members expressly

acknowledge and agree that NEOPASS does not provide or procure travel insurance, liability coverage, or guarantees regarding the performance of booked services. Members accept sole responsibility for obtaining adequate travel insurance coverage from a licensed insurance provider and agree to pursue any claims related to travel services exclusively with the relevant Service Provider.

3.2 Third-Party Terms: When you make a booking through the Platform, you enter into a direct contract with the relevant Service Provider for the provision of the travel service. That contract is subject to the Service Provider's own terms and conditions (for example, an airline's conditions of carriage, fare rules, baggage policies; or a hotel's booking terms and cancellation policy). Those third-party terms will be presented or made available to you prior to finalizing a booking whenever required. It is solely your responsibility to carefully review, understand, and comply with the Service Provider's terms and conditions before completing any booking. In the event of any conflict or inconsistency between the Service Provider's terms and these NEOPASS Terms concerning the booked travel service, the Service Provider's terms shall exclusively govern the provision and conditions of that specific booking. However, this precedence shall not affect NEOPASS's rights and obligations regarding the Platform and membership services. NEOPASS is not a party to the contract between you and the travel supplier; we only facilitate the booking as agent for you or for the provider.

3.3 No Guarantee of Prices or Availability: NEOPASS strives to obtain advantageous rates and to display up-to-date availability and pricing from Service Providers. However, NEOPASS does not guarantee that any price, fare or availability offered through the Platform is the best or lowest possible, or that it will remain available until booking is completed. All travel offers are subject to change and availability, which can vary until the Service Provider confirms the booking. NEOPASS also makes no warranty regarding the quality or suitability of the travel products provided by third parties – those are the responsibility of the respective providers. Furthermore, NEOPASS explicitly disclaims all liability for any discrepancies in pricing, errors, omissions, or changes in availability of offers listed on the Platform due to delays, inaccuracies, or errors originating from third-party Service Providers, system errors, or external data feeds.

3.4 Payment Processing: When you pay for a booking or a membership on the Platform, your payment may be processed by NEOPASS or by a designated third-party Payment Provider on our behalf. In many cases, NEOPASS (or its payment processor) will collect your payment as an agent for the Service Provider and then remit the amount (minus any applicable fees) to the Service Provider (such as the airline consolidator). All payments processed through the Platform shall be charged in USD, AED, or another clearly indicated currency, as displayed at checkout. In other cases, a Service Provider might charge you directly. NEOPASS will identify the merchant of record during checkout where possible. Regardless, your obligation is to pay the total amount due for the booking; once payment is received and the booking is confirmed, you will receive a confirmation and ticket/booking details. NEOPASS and its payment processors are not financial institutions and do not provide traditional banking services; all payments are handled in accordance with Section 9 (Payments & Taxes) below and subject to the respective payment processing terms.

3.5 No Agency or Joint Venture: Except as expressly stated in these Terms, nothing in this agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between NEOPASS and any Member or between NEOPASS and any Service Provider. NEOPASS does not endorse or assume responsibility for any Service Provider (beyond

vetting them for participation on our Platform), and No Service Provider has any legal authority or capacity to represent, bind, or incur any obligations on behalf of NEOPASS under any circumstances. NEOPASS's role is limited to providing the technological platform, membership framework, and customer support in facilitating your interactions with those providers.

4. NEOPASS Wallet

4.1 Purpose of Wallet: The NEOPASS Wallet is provided as a convenience feature to apply credits or balances toward eligible purchases on the Platform. It functions similar to a store-credit or voucher ledger. It is not an e-wallet or payment account and cannot be used to hold your personal funds for withdrawal. The Wallet may reflect various types of credits: for example, Booking Bonus referral credits, goodwill credits granted by NEOPASS customer service, refunds from canceled bookings (if NEOPASS elects to credit your Wallet), or other promotional balances. By using the Wallet, you expressly acknowledge and agree that it is solely for internal Platform use and has no cash redemption value. All refunds, adjustments, promotional credits, and other financial interactions issued by NEOPASS are exclusively credited to the Wallet and cannot be converted to cash or external monetary value. The Wallet operates strictly in compliance with applicable UAE Central Bank guidelines and Meydan Free Zone regulations concerning digital wallets and electronic credit systems.

4.2 Loading Funds: Direct deposits by Members into the Wallet are not enabled at this time. You cannot deposit or store money from your bank account, nor deposit or store cryptocurrency or other virtual assets into the Wallet, as it is not designed nor authorized to serve as a financial storage or cryptocurrency wallet.. Wallet credits are generated only via NEOPASS-controlled actions (promotions, adjustments, transfers, etc.). If NEOPASS permits direct top-ups in the future, it will be via licensed payment channels and subject to compliance with financial regulations; these Terms would be amended accordingly at that time .

4.3 Use of Wallet Credits: Wallet balances can be applied toward payments for NEOPASS services at checkout, such as booking flights, hotels, or purchasing memberships or add-ons. When you have a Wallet balance, the Platform will provide an option to use available credits toward the total due. Wallet credits cannot be exchanged for cash or refunded to any bank account or card, and have no value outside of NEOPASS. They are non-interest-bearing (they do not accrue interest or investment return) and are purely a prepaid credit for services . Any attempt or offer to redeem, sell, barter, transfer, exchange, or otherwise convert Wallet credits into cash, external currency, cryptocurrency, or other external value or consideration is strictly prohibited, constitutes a severe breach of these Terms, and may result in immediate forfeiture of credits, suspension, termination of your account, and potential legal action.

4.4 Transfers Between Members: NEOPASS may allow Members to “gift” or transfer Wallet credits to other Members as part of community features (for example, you might be allowed to send some of your Booking Bonus credit to a friend on the Platform). Such transfers are only permitted within the Platform's official functionality and must comply with any rules or limits we impose (for instance, we may cap the amount transferable or require that both parties are verified Members). All transfers are recorded in the Wallet ledger. Critically, as these transfers constitute solely internal ledger adjustments without any movement of fiat currency or external assets, they do not constitute financial transactions under UAE Central Bank regulations or Meydan Free Zone financial compliance requirements. You are not allowed to sell or barter NEOPASS credits for real money or value outside

the Platform; any attempt to do so (or any suspicious patterns of transfers) may result in cancellation of the credits and/or account suspension. NEOPASS reserves the right to disable or scrutinize the transfer feature to prevent fraud or abuse.

4.5 Expiration and Forfeiture: Unless otherwise specified for a particular promotion, Wallet credits (including Booking Bonuses and other promotional credits) expire 12 months after they are granted. Expired credits will be automatically removed from your balance and can no longer be used. NEOPASS is under no obligation to provide notice prior to the automatic expiration of credits, though the Platform may provide courtesy reminders at its discretion. Additionally, upon termination or cancellation of your membership (either voluntary or involuntary and regardless of cause), any remaining Wallet balance shall be automatically and irrevocably forfeited without compensation, reimbursement, or reinstatement, subject to provisions in Section 10 (Effects of Termination). NEOPASS may also cancel or remove credits if it determines they were obtained or used in violation of these Terms or through fraudulent or illegal means.

4.6 No Banking Relationship; Liability: The Wallet is provided free of charge as a feature and does not create any fiduciary duty or financial account relationship between you and NEOPASS. Specifically, NEOPASS is neither licensed nor authorized to conduct regulated banking or financial activities under UAE Central Bank regulations, and Members expressly acknowledge this limitation. NEOPASS maintains only a digital ledger of non-monetary credits and explicitly does not hold any actual monetary funds or fiduciary assets on your behalf. NEOPASS retains sole and absolute discretion in managing this ledger and adjusting credits therein. NEOPASS will make commercially reasonable efforts to ensure Wallet balances are accurately tracked and available for use, but NEOPASS shall not be liable for any technical errors or loss of credits except to the extent required by law. In no event will NEOPASS's liability for Wallet credits exceed the value of the credits in question (and NEOPASS may choose to reissue credits or provide service in-kind in lieu of any cash compensation). You agree that the Wallet credits are a conditional right to a service discount and not an entitlement to money.

5. Referral Program (Booking Bonus)

5.1 Program Overview: NEOPASS encourages Members to refer new users to the club. Under the Booking Bonus referral program, a current Member ("Referrer") can invite others to join NEOPASS via a unique referral link or code. If an invitee uses the referral link/code and purchases a paid membership (Signature or Prestige) as a result, NEOPASS will credit a Booking Bonus to the Referrer's Wallet as a reward. NEOPASS may also credit an incentive to the new member ("Referee") – for example, a bonus credit or discount on their first booking – as part of the program. Specific reward amounts and structures (e.g. different bonus values for different membership tiers) will be published in the referral program details on the Platform and may change from time to time. NEOPASS will provide Members with at least thirty (30) days advance notice of any material changes to the referral program terms, rewards, eligibility requirements, or conditions, communicated explicitly via email or Platform notification.

5.2 Conditions for Earning Bonus: A Booking Bonus is only granted when an invitee successfully purchases a qualifying membership through proper use of the Referrer's invite link/code and activates their account. No bonus is given for mere sign-ups or site visits – it requires a completed membership payment by the new user. If an invitee was already in the process of registering or has

an existing account, NEOPASS may determine that no referral occurred (to prevent abuse, only new, first-time members count as referrals). Each referral link/code is unique to the Referrer and can be used multiple times unless we impose a cap. NEOPASS employs standard industry tracking tools to attribute referrals accurately; however, if these tools fail to clearly attribute a membership purchase to your referral (for instance, due to the invitee's failure to properly utilize your referral link or clearing of cookies), NEOPASS explicitly disclaims any obligation to award a Booking Bonus in such cases, and the determination made by NEOPASS regarding referral attribution shall be considered final.

5.3 Booking Bonus Credit Use: Once issued, the Booking Bonus reward will appear as a non-withdrawable credit in both the Referrer's NEOPASS Wallet (and possibly the Referee's Wallet, if an offer for new members applies) . These credits can only be used towards NEOPASS services – for example, to pay (fully or partially) for flight or hotel bookings, future membership renewals or upgrades, or other services on the Platform. Critically, as these transfers constitute solely internal ledger adjustments without any movement of fiat currency or external assets, they do not constitute financial transactions under UAE Central Bank regulations or Meydan Free Zone financial compliance requirements. They are also generally non-transferable between members (except NEOPASS may allow transferring them in the same manner as other Wallet credits; however, you cannot convert them to fiat via any legitimate transfer). The Bonus credit has no cash value and is treated like a discount or coupon. NEOPASS may impose a minimum booking value or certain conditions for applying the credit (e.g. you might need to make a booking of a certain amount to use a large credit, or only one bonus can be used per booking – refer to program details).

5.4 Expiration: All Booking Bonus credits issued are valid for up to twelve (12) months from the date they are granted, unless a shorter period is communicated for a particular promotion. If not used within this period, the credits will expire and be removed from the Wallet. NEOPASS will not reinstate expired credits. It is solely the Member's responsibility to monitor credit expiration dates. NEOPASS is under no obligation to provide prior notice of credit expiration, although expiry dates may be displayed within your Wallet for convenience.

5.5 Prohibited Conduct; No Multi-Level Marketing: The referral program is intended for genuine referrals to friends, family, or network contacts who are interested in our services. Any form of referral abuse is prohibited. This includes, but is not limited to: creating fake accounts or dummy referrals, self-referring by creating multiple accounts, or referring persons who are not real customers. The program is strictly one-tier – a Referrer only earns a bonus on direct memberships they personally refer, and not on any subsequent referrals those new members might make (i.e. no pyramid or multi-level commission structure). We do not permit Members to hold themselves out as agents or resellers of NEOPASS or to promise third parties any additional compensation beyond the official program. Publicly posting referral links or codes on coupon websites, forums, third-party advertising platforms, social media channels, or engaging in any unsolicited distribution, spamming, or unauthorized promotional activities related to referral links is strictly prohibited, and will result in immediate disqualification of referrals, revocation of Booking Bonus credits, and possible suspension or termination of membership. NEOPASS reserves the absolute right to immediately disqualify referrals, revoke credits, and/or suspend or terminate membership, without prior notice, if any violation of these rules, fraudulent activity, or abuse of the referral system is suspected or identified..

5.6 Refunds and Clawbacks: The Booking Bonus is contingent on the referred membership purchase being genuine and not reversed. Therefore, if the invitee's membership purchase is refunded, canceled, charged-back, or deemed invalid within the first 30 days, NEOPASS will revoke

the corresponding Booking Bonus credits from both the Referrer and the invitee (if they received one). This is to prevent abuse of the 30-Day Money-Back Guarantee in conjunction with referrals . For example, a Referrer cannot earn a reward for referring someone who immediately asks for a refund of their membership – such scenarios will void the bonus. If either party has already redeemed any credits subject to revocation, NEOPASS expressly reserves the absolute right to invoice the relevant Member for repayment of the full monetary equivalent of those credits, directly deduct such amounts from their Wallet balance, and/or suspend or terminate their membership immediately, particularly in cases involving deliberate misuse, fraudulent activities, or violations of these Terms.

5.7 Tax Implications: As the Booking Bonus is only usable as a service credit and not withdrawable, NEOPASS does not treat it as taxable income to the member. It is essentially a discount on future services, not a commission or wage . Accordingly, NEOPASS does not issue any tax documentation for these credits. Members explicitly acknowledge and agree that they bear sole and exclusive responsibility for assessing, reporting, and remitting any applicable taxes or duties under UAE law or the laws of any other relevant jurisdiction arising from the receipt or utilization of NEOPASS Booking Bonus credits, promotions, or other platform-derived benefits. NEOPASS expressly disclaims any obligation to provide tax advice or tax-related documentation. However, if you apply a Bonus credit toward a purchase that is subject to VAT (e.g. a hotel booking in UAE), the portion paid by credit may still effectively carry VAT (see Section 9 on Taxes). NEOPASS itself does not charge VAT on granting the credit since it's not a supply of goods/services by itself . Consult your tax advisor if you have questions about any tax obligations resulting from promotions.

NEOPASS reserves the right to modify or discontinue the referral program at any time. Any changes will not retroactively cancel credits already earned but may affect future referrals.

6. Search-Credits and Flight Search Services

6.1 Search-Credits – Nature and Use: Certain advanced fare search functions on the Platform (particularly for real-time specialized flight deals and Exclusive PLUS fare queries) require the use of Search-Credits (SC). Search-Credits are a form of internal token that enables access to NEOPASS's proprietary flight search engine capabilities . For example, performing a “Deep-Search” for complex flight options or unlocking an Exclusive PLUS fare quote may consume a set number of Search-Credits. Each Search-Credit allows one standard query (or an equivalent unit of system usage). When you initiate a qualifying search, the necessary credits will be deducted from your balance. Search-Credits are intended solely as a measure of usage of our system resources; they are not a currency, not an asset, and not tradable outside the Platform. Search-Credits operate strictly within the NEOPASS Platform, carry no monetary, financial, or redeemable cash value, and constitute no property, asset, or negotiable instrument. They are fully compliant with UAE federal laws, Meydan Free Zone regulations, and applicable UAE Central Bank guidelines on digital credits, tokens, and virtual units

6.2 Obtaining Search-Credits: Search-Credits can be obtained in two ways: (a) They may be included as part of a paid membership package – for instance, Signature or Prestige Members might receive a certain number of credits free each year as a benefit (as detailed at sign-up); and/or (b) Members may purchase additional Search-Credits outright via the Platform when needed. The pricing and bundles for purchasing SC will be displayed at the time of purchase (and may be subject to change or promotional offers). When you purchase Search-Credits, you explicitly acknowledge and agree that you are purchasing solely the right to use advanced search query services, and not

acquiring property, assets, currency, or anything redeemable outside the Platform. Accordingly, such purchases are strictly non-refundable under any circumstances except those explicitly required by UAE law or as stated in Section 6.5..

6.3 Validity and Expiration: Search-Credits are valid for 12 months from the date of issuance . Credits that come with a membership renew or purchase may have their own validity period (commonly one year to match the membership term, unless stated otherwise). Unused credits will expire after the validity period and will be removed from your account. NEOPASS expressly disclaims any obligation or liability to provide prior notification before credit expiration. Expiration dates, if displayed in your account, are purely informational. Once expired, Search-Credits are automatically and irreversibly forfeited without reinstatement, compensation, or liability on the part of NEOPASS. If your membership lapses or is downgraded, any remaining credits stay tied to your account (subject to expiration) but you might need to renew or upgrade to use certain features associated with those credits (e.g. an Explorer member holding purchased credits still cannot access Exclusive PLUS searches without upgrading membership).

6.4 Non-Transferability: By default, Search-Credits are non-transferable between accounts, meaning you cannot send your credits to another member or combine credits across accounts. NEOPASS may in the future enable gifting of Search-Credits, but this would be an explicit feature if introduced. Unless explicitly permitted through Platform features, any attempt to transfer, sell, barter, combine, share, or otherwise redistribute Search-Credits between accounts is strictly prohibited. Such attempts constitute a severe breach of these Terms and will result in immediate and irreversible forfeiture of all involved Search-Credits, suspension or permanent termination of your account, and may result in additional legal actions. The credits are tied to your membership identity.

6.5 No Refund Policy: All sales or allocations of Search-Credits are final. NEOPASS expressly maintains a strict no-refund policy for all purchased or allocated Search-Credits, except in the extremely limited circumstances explicitly required under UAE law, or if a documented, prolonged technical malfunction or Platform outage directly and entirely prevented the utilization of purchased Search-Credits. Any such refunds will be at NEOPASS's sole discretion, strictly limited to credits affected by the verified malfunction or outage. Similarly, credits included in membership have no standalone refund value (they are part of the membership package). If you cancel your membership or if NEOPASS terminates it for your breach, you will not be entitled to any refund or payout for unused Search-Credits. However, if NEOPASS were to discontinue the Search-Credit system entirely, we would provide an alternative compensation or benefit to affected members as deemed appropriate.

6.6 "Deep-Search" Requests: Deep-Search refers to our intensive search mode for complex itineraries or special fares. Deep-Search may automatically consume more than one Search-Credit per query (the exact cost will be indicated, e.g. a Deep-Search might cost 5 credits for a thorough multi-airline scan). By initiating a Deep-Search, you acknowledge that multiple credits will be deducted. Due to the heavy load such searches place on our system and staff (in cases of manual research), NEOPASS may impose limits on Deep-Search usage to ensure fair use. For example, we might limit how many Deep-Search queries a member can run in a day or within a certain time window, or we might prioritize queries for higher-tier members. We also reserve the right to decline a Deep-Search request if it is unreasonably frequent or suspected to be for non-personal use (such as scraping fare data). Any commercial use, resale, redistribution, or systematic data extraction from Deep-Search results is strictly prohibited and constitutes grounds for immediate termination of your

membership without prior notice. These measures ensure that all members have equitable access to the service . We will notify you if a request cannot be processed or is denied due to such limits.

6.7 Exclusive PLUS Fare Access: Accessing Exclusive PLUS Flights deals typically requires spending Search-Credits as well. This is because retrieving and confirming these private fares involves special processes. The Platform will indicate the credit cost to unlock or request an Exclusive PLUS fare quote. Only eligible members (generally Prestige Members or those invited to the specific offer) can utilize credits for Exclusive PLUS searches – if you are not authorized, the system will not allow it even if you have credits. Once you use credits to access an Exclusive PLUS offer, those credits are deducted regardless of whether you ultimately book the fare (this covers the service of providing the fare opportunity). NEOPASS does not refund credits in cases where you choose not to book or the fare is no longer available, so use them judiciously.

6.8 Disclaimer: NEOPASS will make reasonable efforts to ensure the Search-Credit system is reliable and that queries yield useful results. However, we do not guarantee that using a Search-Credit will always find a better deal or any result at all. The availability of special fares depends on external factors (airline inventory, partner data, etc.). The Search-Credits merely provide access to attempt the search. No warranty is given that any particular search will meet your expectations, and credits will not be reimbursed for unsatisfactory results except at our discretion. NEOPASS explicitly disclaims and excludes any and all liability or obligation for user dissatisfaction, inaccuracies, technical or content errors, omissions, unavailable search results, or failure of any search to meet your expectations or requirements. NEOPASS provides no guarantee, warranty, or representation that usage of Search-Credits will result in obtaining the lowest fares, best results, or specific travel outcomes

7. Booking of Travel Services

7.1 Booking Process: When you, as a Member, use the Platform to book a flight, hotel, or other travel service, you will be guided through a checkout process. You must provide accurate traveler information (names exactly as on passports, etc.), selection of desired options, and payment. It is your responsibility to review all details (travel dates, passenger names, destination, prices, applicable restrictions) before confirming a booking. By completing the booking, you authorize NEOPASS (or its payment partner) to charge your selected payment method for the total amount and you consent to NEOPASS transmitting your details to the relevant Service Providers to fulfill the reservation. Such transmission will strictly adhere to UAE federal data protection laws and Meydan Free Zone regulations regarding privacy and data security.

7.2 Third-Party Fulfillment and Ticketing: As noted in Section 3, all bookings are fulfilled by independent Service Providers. For flights, a licensed third-party Consolidator or partner agent will issue your airline ticket on behalf of the airline . For hotels or other services, the booking is likewise confirmed through the respective provider or a distributor. You will receive booking confirmation codes or e-tickets that are valid for check-in or redemption directly with the provider. NEOPASS's role is to facilitate this issuance. NEOPASS is not itself the issuer of the ticket or the provider of accommodation, and thus is not responsible for any errors by the provider in issuing those documents, but we will assist in rectifying issues as your intermediary. Members explicitly acknowledge and expressly agree that all claims, remedies, or recourse relating to any errors,

omissions, or failures in the issuance or fulfillment of travel bookings by third-party Service Providers must be pursued directly and exclusively against the relevant Service Provider. NEOPASS's role and liability are strictly limited to intermediary support, providing necessary documentation and facilitating communications as applicable, without assuming any responsibility or liability for Service Provider errors or failures.

7.3 Airline Tickets and Rules: All airline ticket bookings are subject to the fare rules established by the airline (and the consolidator's contract). These rules cover important terms like whether the ticket is refundable, changeable, requires advance purchase, includes baggage, etc. We will display key fare rules at booking. You must agree to abide by the fare's terms – for instance, if a ticket is non-refundable and non-changeable at a certain fare, you cannot later demand a refund from NEOPASS if you decide not to travel. Any ability to cancel or change will depend on the fare's conditions and airline policy. After ticket issuance, any changes you request (if allowed) may involve additional fees charged by the airline or consolidator. NEOPASS can help facilitate change/cancellation requests through our Platform or support, but we do not have power to waive airline fees or rules. In some cases, NEOPASS (via the consolidator) might be the merchant processing your payment, but that does not alter the fact that airline's rules govern the transaction beyond payment.

7.4 Exclusive PLUS Fare Conditions: Exclusive PLUS Flights deserve special attention due to their unique nature. If you are offered an Exclusive PLUS fare:

- You explicitly acknowledge and accept that Exclusive PLUS fares carry strict and absolute restrictions: typically, no refunds, no date changes, and no cancellations are permitted after booking confirmation, under any circumstances, except solely in the case of involuntary cancellation or significant schedule change directly initiated by the airline, at which point standard airline passenger rights and policies will apply. NEOPASS bears no responsibility or liability for such airline-imposed restrictions or their consequences (in which case standard airline passenger rights apply). The Platform will prominently warn you of these conditions before you finalize payment, and by proceeding you consent to those terms.

- Exclusive PLUS bookings are usually invite-only and time-sensitive. An offer might only be available for a short window (e.g., a few hours) and may require immediate booking and payment. You will be informed of any deadline or confirmation requirements. If you delay beyond the offer time, the fare may expire or change. NEOPASS is not liable if an Exclusive PLUS offer is no longer available by the time you attempt to book, as these deals are subject to rapid change.

- Because of the deep discounts, tickets may have special fulfillment procedures. For instance, after you pay, the issuance might not be instant; it could require NEOPASS's partner agent to manually confirm space or secure approval from the fare source. This process could take additional time (we will provide an estimate). In rare cases, if the fare cannot be secured (e.g. the seat was gone), NEOPASS will notify you and fully refund any payment or credit used for that booking since it wasn't completed. That refund to you will be the limit of our liability – we cannot guarantee replacement at the same rate.

- Identity Verification: You may be required to provide additional documentation for Exclusive PLUS bookings (such as a copy of passport, or to verify that the traveler is the member or an authorized person). This is to prevent misuse and comply with any private fare contract rules. You agree to comply promptly with any such verification requests. Failure or refusal to comply promptly with verification requests will result in immediate cancellation of the booking request without any liability to NEOPASS and forfeiture of any Search-Credits or Wallet credits used.

- **No Public Disclosure:** You explicitly agree not to disclose publicly, distribute, publish, or otherwise share the pricing, fare details, or confidential conditions of Exclusive PLUS fares received through NEOPASS, including on social media, websites, or other public or semi-public platforms. Sharing these publicly (e.g., on social media or with competitors) could harm NEOPASS's relationships and is considered a violation of these Terms.
- **No Mileage or Perks:** Exclusive PLUS tickets typically do not earn airline loyalty miles or elite credits, and may not come with typical perks (seat selection, upgrades) unless explicitly stated. They are often booked in classes not eligible for accrual.
- **Changes by Airline:** If the airline makes a change or cancellation to a flight you booked as Exclusive PLUS (e.g., they change schedule or cancel the flight), NEOPASS will assist by liaising with the issuing consolidator to find alternatives or process refunds per the airline's involuntary change policies. However, NEOPASS is not the carrier and cannot itself guarantee solutions beyond what the airline/consolidator provides. We will not charge any additional fee for this mediation service in such cases.
- **Late Requests:** Requests for Exclusive PLUS bookings made on very short notice (e.g., within 12 hours of departure) may not be accepted. NEOPASS or its partners might automatically decline such last-minute requests because there might not be enough time to process the booking. It's your responsibility to request these special fares with sufficient lead time.

7.5 Booking Confirmation and E-Tickets: After a successful booking, you will receive a confirmation email or notice in your account. For flights, electronic tickets (e-tickets) will be issued – you should check that all passenger details are correct. You must carefully review confirmation details immediately upon receipt and explicitly notify NEOPASS within a maximum period of 24 hours from issuance of any errors or discrepancies; Failure to explicitly notify NEOPASS of any errors or discrepancies within the specified 24-hour period constitutes your unconditional acceptance of the booking details as correct and accurate. Any subsequent requests for corrections or changes may incur additional charges or penalties as dictated by the Service Provider's fare rules. NEOPASS and its partners will use the information you provided; if any error in the booking is due to our fault, we will correct it at no cost (or refund if unable). If the error was in the information you gave (e.g., misspelled name, wrong date), correction may be possible at your cost if allowed by the provider, or it might require cancel/rebook per the fare rules.

7.6 Additional Services: In addition to core travel bookings, NEOPASS may offer to facilitate add-on services (such as travel insurance, airport transfers, lounge passes, etc.) which may be provided by third parties. If you elect these, similar principles apply: we'll convey your request to the provider and the contract is between you and that provider. Read their terms which we will show or link. NEOPASS explicitly disclaims any and all liability, responsibility, or obligation arising from issues, claims, disputes, deficiencies, or dissatisfaction with any additional third-party services facilitated through the Platform. All contracts for such additional services exist solely and exclusively between the Member and the relevant third-party provider

7.7 Member Responsibilities During Travel: Once you have booked, it is your responsibility to ensure you meet all requirements of travel. This includes obtaining valid passports, visas, or other travel documents, arriving at the airport on time, respecting baggage limits, and complying with any health and safety protocols. NEOPASS explicitly disclaims all liability and responsibility for any losses, expenses, damages, or consequences incurred due to your failure to secure proper travel documentation, comply with immigration or travel regulations, or adhere to applicable laws and

carrier requirements. (e.g., denied boarding for visa issues or COVID regulations). Always reconfirm flight times prior to departure as schedules can change – the airline’s communications (to the contact info provided in booking) will be primary for such updates.

7.8 Issues and Complaints: If you encounter an issue during the travel service (e.g., hotel overbooking, flight cancellation, service deficiencies), you should first seek resolution with the Service Provider’s staff (e.g., airline desk or hotel front-desk) as they are in control of delivery. If they do not resolve it, you may contact NEOPASS support for assistance; we will endeavor to support you in communicating with the provider or advising on next steps, but please understand our influence is limited since the actual contract performance is by the provider. Any formal claim for compensation due to travel issues (like EU261 flight compensation or a refund due to hotel closure) must typically be directed to the provider; NEOPASS can provide necessary booking records to assist you.

7.9 Fraud Prevention: NEOPASS reserves the right to refuse any booking transaction that we suspect to be fraudulent or unauthorized. We may require additional verification from you for high-value bookings or unusual patterns. If we cancel a booking for suspected fraud, we will refund any amounts paid (unless it turns out to be linked to actual fraud on your part, in which case we may hold funds pending investigation).

7.10 Indemnification Members explicitly agree to fully indemnify, defend at their own expense, and hold NEOPASS harmless against any and all liabilities, damages, losses, claims, actions, legal proceedings, expenses, attorney fees, fines, penalties, or demands arising directly or indirectly from or related to the Member’s breach of these Terms, misuse of the Platform, violation of applicable laws or regulations, infringement of third-party rights, or acts of negligence or misconduct.

8. Payments and Taxes

8.1 Pricing and Currency: All membership fees, Search-Credit purchases, and service charges on the Platform are denominated in U.S. Dollars (USD) unless otherwise stated. Travel booking prices may be shown in USD or other currencies depending on the service (for example, some flight or hotel rates might be shown in a local currency or have an option to view/pay in different currencies). We will clearly display the currency of any price. If you are paying with a credit card or payment method in a different currency, your provider may charge a currency conversion fee or use their exchange rate – NEOPASS explicitly disclaims any responsibility or liability for currency conversion differences, exchange rate fluctuations, fees, charges, or surcharges imposed by your payment provider, bank, or credit card issuer, and these remain solely your responsibility. For crypto payments, see 8.4 below on how currency value is determined.

8.2 Payment Methods: NEOPASS accepts various payment methods for membership fees and bookings, including major credit cards, debit cards, and certain digital payment services. In addition, we support cryptocurrency payments for your convenience: currently accepted cryptos are USDT, BTC, ETH, and USDC (subject to change). Crypto payments are processed via authorized third-party payment gateways compliant with UAE regulations. NEOPASS explicitly adheres to VARA (Virtual Assets Regulatory Authority) guidelines and UAE Central Bank regulations concerning cryptocurrency payments. When choosing crypto, you will be directed to our crypto payment processor and given instructions (such as a wallet address and amount to send, or a QR code). Other methods like bank transfer may be available for corporate clients by special arrangement. All

payments must be made in full at the time of order (unless we explicitly offer installment or “hold now, pay later” options for certain bookings, which is rare and will have separate terms).

8.3 5% UAE VAT on Services: NEO Pass Group LLC-FZ is operating under UAE law and is required to levy Value Added Tax (VAT) at 5% on taxable supplies of services to UAE customers. Membership fees and other digital services (such as Search-Credit purchases) are generally subject to 5% VAT when the supply is deemed made in the UAE . All prices displayed will clearly indicate whether VAT is included or if it will be added during the checkout process, in strict compliance with UAE Federal Tax Authority regulations. For example, a \$149 Signature membership purchased by a member in the UAE would include an additional 5% VAT (approximately \$7.45) unless stated otherwise. However, international transportation services (flights) are zero-rated or exempt from UAE VAT – specifically, the supply of international passenger transport (flights that start or end in the UAE or pass through UAE) is 0% VAT under UAE law . Therefore, when you book an international flight through NEOPASS, no 5% VAT is added on the airfare. Likewise, certain other travel services may be zero-rated or outside the scope of UAE VAT (for instance, a hotel booking outside the UAE is not subject to UAE VAT, though local taxes may apply). We will apply VAT according to the nature of the service and your billing address/jurisdiction.

8.4 Other Taxes (EU, US, etc.): Depending on your location, you might be liable for taxes in your own country on the services. NEOPASS will comply with tax laws in the jurisdictions it operates or where it has tax obligations. For example, if you are an EU resident purchasing a digital service from us (like membership or credits), EU VAT rules might require us to charge VAT at your country’s rate; if so, our checkout will calculate and include that VAT and we will remit it under the VAT One-Stop-Shop scheme or similar. In the United States, certain states may impose sales tax on digital goods or services; if applicable, we will charge the appropriate tax. By agreeing to these Terms, you acknowledge that the prices shown may be subject to additional taxes or fees depending on your jurisdiction, and you agree to pay those amounts. Any such taxes we collect will be shown in the payment summary. If NEOPASS has not collected taxes that may be applicable in your jurisdiction, You explicitly acknowledge, accept, and agree that you bear sole, exclusive responsibility for identifying, accurately calculating, reporting, and remitting all taxes, fees, duties, or charges applicable in your jurisdiction directly to the relevant tax or governmental authorities. NEOPASS explicitly disclaims responsibility or liability related to any such obligations.

8.5 Crypto Payments – Special Terms: Paying with cryptocurrency has unique considerations:

- **Exchange Rate:** If you choose to pay in crypto (e.g., Bitcoin or Ethereum), the amount of crypto required will be calculated based on the current exchange rate to the pricing currency (USD) at the time of transaction. We typically lock the quote for a short time window (e.g., 10-15 minutes). If you do not complete the payment within that window, the required crypto amount may change. You are responsible for sending the exact requested amount.

- **Transaction Fees:** You must pay any blockchain transaction (miner/gas) fees on top of the purchase price – these fees do not go to NEOPASS and are not refundable. The crypto processor will usually calculate the total including necessary fees.

- **Volatility and Refunds:** Cryptocurrency values are volatile. If you later become eligible for a refund for a purchase you made in crypto (e.g., a refundable booking cancelled within policy or a 30-Day Guarantee refund), NEOPASS will determine the form of refund. By default, refunds will be issued in the original fiat value (the USD amount) via an alternative method (such as credit back to a card, bank transfer, or adding equivalent credit to your NEOPASS Wallet). NEOPASS explicitly and absolutely reserves the right, at its sole and final discretion, to refund you exclusively in fiat currency or Wallet credits equivalent to the original fiat transaction value, and explicitly disclaims

any obligation or liability to refund in the originally paid cryptocurrency or at the original crypto amount, due to volatility, regulatory constraints, or administrative considerations. For instance, if you paid 0.01 BTC for a service (which was \$300 at purchase time), and you qualify for a full refund, we may refund \$300 (minus any applicable fees) via a USD payment method, or we may offer to return crypto valued at \$300 at the time of refund – the choice is ours. This is to avoid speculative gains or losses on refunds. We will not engage in currency speculation; we aim to make you whole to the fiat value of your purchase. Aside from the explicitly described crypto-related refunds outlined in this section (8.5), all other refund scenarios shall be strictly governed by the Wallet Credits Exclusivity clause set forth in Section 9.1.A.

- **No Chargebacks:** Blockchain payments are generally irreversible by nature . Once you send crypto to the provided address, the transaction typically cannot be undone. Therefore, our normal refund process (if applicable) must be followed; you cannot initiate a chargeback equivalent through a crypto network. Any fraudulent or mistaken payments may be non-recoverable if not addressed quickly – contact us immediately if you believe there was an error in your crypto payment.

- **Compliance:** By choosing crypto, you represent that the funds are from lawful sources and that you are not in violation of any country’s financial laws. NEOPASS and its payment partners adhere to UAE’s crypto asset regulations; we only use licensed payment processors for crypto who may require identity verification for large transactions . You agree to cooperate with any such requirements. NEOPASS reserves the absolute right to refuse, reject, or cancel any cryptocurrency payment that triggers AML (Anti-Money Laundering), KYC (Know Your Customer), or sanctions-related compliance concerns, without liability or obligation, and may report such instances to relevant UAE authorities if required by law..

- **Currency Conversion:** If the travel service ultimately needs to be paid to a provider in fiat (which is often the case), NEOPASS or its processor will convert your crypto to fiat upon receipt. This means NEOPASS locks in a fiat value for your order. You are essentially paying in crypto but NEOPASS receives fiat (or a stablecoin) after conversion to settle with providers . This shields the Service Providers from volatility and ensures your booking can be paid. It does not, however, shield you from volatility in the time before your payment is received and confirmed. Ensure you send promptly and within the allotted time.

8.6 Billing Information: You agree to provide accurate billing information and to promptly update any account or payment details if they change (e.g., if your card expires). If a payment method fails, is reversed, or later disputed, NEOPASS expressly reserves the right, without prior notice, to immediately cancel any associated booking or service, suspend or terminate your membership, and pursue appropriate legal remedies to recover any amounts due.

8.7 Promotions and Discounts: From time to time, NEOPASS may offer promotional codes, credits, or discounts. These are subject to the specific terms of the promotion. Most promotions cannot be combined, and many will have no cash value (just like Wallet credits). If any promotional code, credit, or discount is suspected or identified to have been abused, obtained fraudulently, or misused in any manner, NEOPASS explicitly reserves the right to immediately revoke such promotion, cancel any associated benefits, and suspend or terminate your account without prior notice.

9. Cancellation, Refunds, and Termination

9.1 30-Day Satisfaction Guarantee - Membership (Wallet Credit Refund Only): NEOPASS offers a one-time “30-Day Money-Back Guarantee” to new members on their first paid membership purchase . If you are a first-time paying member (never had a paid NEOPASS membership before)

and you are not satisfied, you may request a full refund of your membership fee within 30 days of purchase, subject to the following conditions:

- The guarantee applies only to the initial purchase of a Signature or Prestige membership by an individual (or company). It does not apply to renewals, subsequent upgrades, or to additional memberships purchased by the same member . It also does not apply to free Explorer memberships (which have no fee) or to corporate/group memberships unless explicitly stated in a special offer .

- **No Usage of Benefits:** To qualify for a full refund, you must not have utilized any substantial membership benefits during the period. This means you have not made any flight or hotel bookings at members-only rates, and you have not redeemed any included perks or credits . For example, if your membership came with Search-Credits, Booking Bonus, or a complimentary upgrade and you have used them, or if you made a discounted booking (even if later canceled), then the membership has been “used” and is not fully refundable . NEOPASS will review your account activity to confirm eligibility.

- **Request Process:** You must submit your refund request to NEOPASS support within 30 days of the membership purchase date (counted from the payment confirmation). The request can be made via the official support email, contact form, or through your account dashboard if such option exists . We may require you to confirm certain details or fill a brief feedback form (to understand your dissatisfaction).

- **Refund Method (Exclusive NEOPASS Wallet Credits):** If approved under this 30-Day Money-Back Guarantee, refunds shall be exclusively issued as non-withdrawable Wallet credits added to your NEOPASS Wallet. These credits carry no monetary value outside the NEOPASS Platform, cannot be converted into cash, withdrawn, or transferred externally, and are strictly limited for internal use within the NEOPASS Platform. By purchasing membership and explicitly agreeing to these Terms, you explicitly consent, acknowledge, and irrevocably agree that any and all refunds provided by NEOPASS under this 30-Day Satisfaction Guarantee will exclusively and solely be provided as non-withdrawable Wallet Credits within the NEOPASS Platform. These credits are not redeemable, transferable, or convertible into cash or any external financial value under any circumstances.

- **Partial Use / Pro-Rata Deductions:** If you have made minimal use of benefits (for instance, you used a small portion of included Search-Credits or made one booking then decided to cancel membership), NEOPASS reserves the absolute right, at its sole and final discretion, to either deny any refund entirely or offer only a partial refund after deducting the value of benefits or services you have used, and such decision will be considered final and non-negotiable. . This is evaluated on a case-by-case basis. We aim to be fair; the guarantee is meant for those who truly didn't use the service. If any booking was made (even if you later canceled it), we consider the membership used because NEOPASS has incurred costs in servicing that booking .

- **One-Time Use:** The 30-Day Guarantee can be invoked only once per member (or per organization). If you receive a refund and later decide to join again, you cannot get another 30-day refund on the new purchase . Any attempt to abuse this by creating a new identity or account to claim multiple refunds will result in denial of refund and potential ban (see 9.4).

This voluntary guarantee by NEOPASS does not grant you any statutory rights beyond those explicitly provided under applicable UAE federal laws and Meydan Free Zone regulations, which do not mandate a mandatory cooling-off or refund period for digital memberships or services.

9.1.A Refund Method – NEOPASS Wallet Credits Exclusivity

For any reason whatsoever, including but not limited to membership cancellations, booking cancellations, promotional refunds, or any other circumstances—shall be exclusively provided in the form of non-withdrawable credits added to the Member’s NEOPASS Wallet. These Wallet credits carry no monetary value outside the NEOPASS Platform, cannot be withdrawn or converted into cash or other external payment methods, and are strictly limited to internal use for purchasing or offsetting costs of services provided via the NEOPASS Platform. By registering for membership, purchasing any service, or utilizing the NEOPASS Platform, you explicitly acknowledge, consent, and agree to accept this exclusive Wallet Credit refund method.

9.2 Cancellation of Membership (General): Beyond the 30-day initial period, you are free to cancel your paid membership at any time through your account settings or by contacting us. However, you explicitly acknowledge and agree that, except as required explicitly by applicable consumer protection laws or at NEOPASS’s absolute discretion, no refunds or credits of any form will be provided for early cancellation or unused membership periods beyond the initial 30-Day Satisfaction Guarantee period. When you cancel, your membership will remain active until the end of the period you paid for, after which it will not renew. You will retain access to paid benefits until expiration. If you prefer an immediate downgrade (losing benefits at once), you can request that, but no prorated refund will be given for the unused time (you’d simply switch to the free tier). We generally advise to utilize the remaining time since it’s already paid.

9.3 Downgrades and Upgrades:

- If you upgrade from Signature to Prestige mid-term, your upgrade will take effect immediately upon payment of the upgrade fee. NEOPASS may offer a prorated pricing for upgrades: typically, we will calculate the remaining value of your current membership and credit it toward the higher tier. For instance, if you are 6 months into a Signature plan, we might deduct half of \$149 from the Prestige fee. The Prestige term might then run for a year from the upgrade date or from the original date – details will be given at upgrade. Once upgraded, the 30-Day Guarantee does not reset or apply anew (it only applied at your first purchase).

- If you downgrade (e.g., from Prestige to Signature) or switch from paid to the free Explorer tier, the change will usually take effect after your current paid term ends. You will continue with your higher tier until expiration, and then renew at the lower tier. If you request an immediate downgrade, NEOPASS is not obligated to refund the price difference for the remainder of the term. Downgrading might cause loss of some unused benefits (for example, if Prestige had a higher baggage allowance or concierge access, those cease). NEOPASS will try to let you retain any general credits or bookings you have, but new special offers tied to the higher tier won’t be accessible once downgraded.

9.4 Termination or Suspension by NEOPASS: We hope to never have to do so, but NEOPASS reserves the right to suspend or terminate your membership account (including any sub-accounts) at any time, with or without notice, in the following cases: (a) Breach of Terms – if you violate any material obligation in these Terms or engage in misuse of the Platform (for example, reselling fares, fraudulent activity, harassment of staff, etc.); (b) Illegal or Prohibited Use – if you use the Platform in a manner that is illegal, fraudulent, or that exposes NEOPASS to potential legal liability (e.g., booking travel to sanctioned destinations against Section 13 or using stolen payment methods); (c) Non-Payment – if you fail to pay fees or chargebacks occur that are not resolved; (d) Security Threat – if your account has been compromised or is suspected in hacks; or (e) at NEOPASS’s discretion, if

we discontinue the Platform or membership program entirely or for specific segments (though in such case of a broad discontinuation, we would likely issue refunds for remaining paid terms).

If termination is for cause due to your misconduct or breach, NEOPASS may terminate immediately and no refund will be due for any remaining period or unused credit. We may also cancel any future bookings you have without liability (you may have to seek refunds from providers if possible). If termination is without cause (e.g., we decide to end our services or end your membership early for business reasons not due to your fault), we will provide a prorated refund of your membership fee for the unused portion and assist in either fulfilling or refunding any upcoming bookings you have, so as not to leave you stranded.

Upon termination, your access rights cease. You must not attempt to access the Platform or create a new account if your account was terminated for cause. We also reserve the right to pursue legal action or seek damages as appropriate for breaches (for example, if you abused referral program or hacked our system). NEOPASS explicitly and unconditionally reserves the absolute right, at its sole discretion and without prior notice, compensation, refund, or further obligation, to immediately and permanently suspend or terminate your membership account and access to the Platform in cases of actual or suspected fraud, unlawful or prohibited activities, significant breaches of these Terms, AML/KYC compliance issues, regulatory concerns, or if mandated by UAE law, Meydan Free Zone regulations, or any applicable international regulatory directives.

9.5 Effect of Membership Termination: After your membership ends (whether by cancellation or termination), you will lose access to members-only areas of the Platform and any preferential rates or services. Any future bookings (travel that will happen after termination) that were already ticketed should remain valid as they are contracts with providers – you can still take those trips. However, you will not get member support from NEOPASS on those after your membership ends, except as required. Upon termination or cancellation of your membership—for any reason whatsoever, including voluntary cancellation, involuntary termination, or expiry—you explicitly acknowledge and irrevocably agree that any and all remaining Wallet balances, Booking Bonus credits, and Search-Credits will be automatically and irrevocably forfeited without any compensation, reimbursement, reinstatement, or further obligation from NEOPASS. This forfeiture applies universally, regardless of the reason for termination. Booking Bonus credits and Search-Credits also will be voided if not used by the time of termination (and cannot be redeemed afterwards). The clauses of these Terms which by their nature should survive (such as liability limits, governing law, etc.) shall survive termination.

9.6 Cancellation of Travel Bookings: For cancellation of actual flight/hotel bookings, refer to Section 7 (the Service Provider's rules apply). NEOPASS will facilitate cancellations per the fare rules. If you are entitled to a refund from a canceled booking (e.g., a refundable flight ticket), the refund will be processed back to your original payment method whenever possible. If you agree, we can alternatively credit your NEOPASS Wallet with the refund amount (this may be faster in some cases or in a different currency scenario). If a refund is processed to your Wallet at your request, note that it then becomes non-withdrawable credit. Crypto-paid bookings that are refundable will follow the crypto refund approach in 8.4. NEOPASS explicitly and irrevocably reserves the absolute right to retain any and all processing fees, administrative fees, agency fees, or service fees associated with cancellations, booking modifications, or service changes, as these fees are fully earned at the time of booking or modification, completely non-refundable, and entirely independent of any refund obligations or payments from Service Providers, which are considered fully earned at the time of service, non-refundable, and independent of any refunds provided by travel Service Providers.

10. Disclaimers and Limitations of Liability

10.1 Platform Provided “As Is”: NEOPASS provides the Platform and all membership services on an “as is” and “as available” basis, without warranty of any kind, unless expressly stated. While we strive for excellence, we do not guarantee that the Platform will be uninterrupted, error-free, or always available. Scheduled maintenance, unforeseen outages, or internet issues may make the service inaccessible at times. We disclaim any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Using the Platform is at your own risk. NEOPASS explicitly and absolutely disclaims any liability, warranty, representation, or obligation concerning Platform availability, accessibility, uninterrupted operation, or freedom from technical errors, interruptions, delays, or disruptions affecting your access or use, except solely and strictly as required by applicable UAE federal laws or Meydan Free Zone regulations.

10.2 No Warranty on Third-Party Services: NEOPASS makes no warranty or representation regarding any travel product or service provided by third parties (airlines, hotels, etc.). We do not guarantee that the prices or fares offered are the lowest or best, nor do we guarantee the availability of any seat or room until confirmed. Any ratings, images, or descriptions of third-party services on our Platform are for reference only and not a guarantee of quality or outcome. All such products/services are provided “as is” from the suppliers, and any remedies due to dissatisfaction or issues lie against the supplier (except as otherwise provided by insurance or consumer law).

10.3 Limitation of Liability: To the fullest extent permitted by law, NEOPASS (and its officers, directors, employees, affiliates, and agents) shall not be liable for any indirect, consequential, special, exemplary, or punitive damages, or any loss of profit, revenue, goodwill, data, or opportunity, arising out of or in connection with your use of the Platform or any services or these Terms. This applies even if we have been advised of the possibility of such damages. To the fullest extent permitted by UAE federal law and Meydan Free Zone regulations, You explicitly acknowledge and irrevocably agree that NEOPASS’s total aggregate liability arising from or related to your use of the Platform, membership, any provided services, or any provision of these Terms, including but not limited to claims for direct, indirect, consequential, incidental, special, punitive damages, or lost profits, shall be strictly and absolutely limited to the lesser of either (a) the total amount of membership fees you have actually paid to NEOPASS in the twelve (12) months immediately preceding the event giving rise to the claim; or (b) the direct monetary value of the specific service explicitly giving rise to the claim. In plain language, if something goes wrong that is our fault, we will reimburse at most what you have paid us; we will not cover giant unpredictable losses. Some jurisdictions do not allow the exclusion or limitation of certain liabilities, so some of these limitations may not apply to you to the extent prohibited by law (for instance, if a law specifies a minimum liability or if in cases of gross negligence or willful misconduct, liability cannot be limited, we comply with that).

10.4 Third-Party Liability: NEOPASS explicitly and absolutely disclaims, excludes, and shall under no circumstances whatsoever be held liable or responsible for any acts, omissions, negligence, errors, misrepresentations, inaccuracies, contractual breaches, service disruptions, delays, cancellations, or failures of third-party Service Providers, nor for any resultant direct or indirect losses, damages, injuries, expenses, or any other consequences arising therefrom, nor for any resultant losses or damages or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with third-party providers. For example, we are not liable

if an airline fails to operate a flight on time, if a hotel is overbooked, or if an activity operator causes an injury – those are beyond our control and are governed by your contract with them. Your sole recourse for such events is with the provider (e.g., seek flight delay compensation from the airline, which we can assist in directing you to). NEOPASS's liability, if any, would only arise from our own failures (like if we mis-booked something contrary to what you purchased, etc.), and even then as limited above.

10.5 Force Majeure: NEOPASS is not responsible for any failure to perform, or delay in performing, any of our obligations hereunder if such failure/delay is due to circumstances beyond our reasonable control (“Force Majeure”). You explicitly acknowledge and agree that NEOPASS shall not be liable or responsible in any manner for losses, damages, claims, or inconveniences arising from such Force Majeure events, and no compensation or remedy will be due in such circumstances. This includes, but is not limited to: acts of God (e.g. floods, earthquakes), acts of government or authorities (e.g. wars, civil unrest, embargoes, government shutdowns, epidemics/pandemics), acts of terrorism, labor strikes or disputes, technical infrastructure failures (like internet outages, power failures), or the failure of third-party partners (like if our consolidator’s system is down or an airline ceases operations suddenly). You explicitly acknowledge and irrevocably agree that during Force Majeure events, NEOPASS’s performance of obligations under these Terms will be suspended or delayed entirely at NEOPASS’s sole discretion, and NEOPASS shall have no liability, obligation, or responsibility whatsoever for any consequences, damages, losses, or inconveniences arising from such Force Majeure events. We will make reasonable efforts to mitigate the impact and resume service as soon as feasible. Note that travel services themselves may be heavily impacted by force majeure events (e.g., flights grounded by volcano eruption); the handling of those is usually per the Service Provider policies (airlines might issue waivers, etc.) and we will assist in communicating those but we cannot force outcomes that the provider does not offer .Explicitly, events of Force Majeure include, but are not limited to:

pandemics or epidemics (including COVID-19), governmental restrictions, civil unrest, war, terrorism, economic sanctions, strikes, labor disputes, and major disruptions of transportation or communication networks.

10.6 No Guarantee of Outcomes: NEOPASS does not guarantee any specific outcome from your membership or use of the services. For example, we do not guarantee that membership will result in any particular amount of savings for you, or that you will always find an Exclusive PLUS fare for your desired route. We do not guarantee that by paying for Prestige you will always get availability on every luxury service – opportunities are subject to supply. Marketing materials may illustrate potential savings or benefits, but actual results will vary.

10.7 Technology and Security: We employ measures to secure the Platform and protect your data (see Privacy Policy), but we make no warranty that the Platform will be free of viruses, malware, or other harmful components. You should use your own security software. You explicitly acknowledge and agree that NEOPASS bears no responsibility or liability whatsoever for any damage, infection by viruses, malware, harmful code, or any other destructive element that may affect your computer, mobile device, software, data, or other properties, arising from or related to your access or use of the Platform. You explicitly agree that the responsibility for employing adequate security software and protection measures rests solely and exclusively with you that may infect or affect your computer, mobile device, software, data, or other property due to your access or use of the Platform, downloading materials, or interactions via NEOPASS, and you agree that you access the Platform at

your sole risk.. If there is any suspected security breach, alert us.

10.8 Indemnification: You explicitly agree to indemnify, defend at your own expense, and hold harmless NEOPASS, its affiliates, officers, directors, employees, agents, licensors, partners, and representatives, against any and all claims, demands, lawsuits, actions, proceedings, liabilities, losses, damages, costs, legal fees, penalties, judgments, settlements, or expenses arising from or related to your breach of these Terms, misuse of the Platform, violation of applicable laws, infringement of third-party rights, or acts of negligence, misconduct, fraud, or any unauthorized activities by you or associated parties (including reasonable attorneys' fees) made by any third party due to or arising out of your breach of these Terms, your misuse of the Platform, your violation of any law or the rights of a third party, or your negligence or willful misconduct. For example, if you use the Platform to engage in fraud, or infringe someone's intellectual property by uploading content (if applicable), and NEOPASS gets sued due to your actions, you will cover our costs and damages. This indemnity continues even after termination of this agreement.

10.9 Application of Consumer Law: Nothing in these Terms is intended to exclude any consumer rights that by law cannot be waived. If you are deemed a "consumer" under certain jurisdictions (e.g., EU consumers have certain rights around digital service conformity, Australian consumers have certain statutory guarantees, etc.), then we acknowledge those may apply. NEOPASS operates exclusively under the jurisdiction and application of UAE federal laws and Meydan Free Zone regulations, explicitly excluding the application of any other jurisdiction's laws or regulations, except where mandatory and unavoidable under international treaties or applicable international consumer protection regulations explicitly enforceable within the UAE (for example, Federal Law No. 15 of 2020 on Consumer Protection, where applicable). Nothing in these Terms shall exclude, limit, or restrict NEOPASS's liability for personal injury or death caused explicitly by its own negligence, gross negligence, or intentional misconduct, solely to the extent that applicable UAE federal laws, Meydan Free Zone regulations, or any applicable mandatory international consumer protection regulations explicitly prohibit such exclusions or limitations.

11. Intellectual Property and Acceptable Use

11.1 NEOPASS Intellectual Property: The NEOPASS Platform (including our website and app design, text, graphics, logos, button icons, images, compilations of content, software code, and other materials) is protected by copyright, trademark, and other intellectual property laws. NEOPASS (or its licensors) retain all proprietary rights to the Platform and content provided through it. "NEOPASS", the NEOPASS logo, and any other product or service names or slogans displayed on the Platform are trademarks of NEO Pass Group LLC-FZ or its affiliates, and may not be copied, imitated, or used (in whole or part) without our prior written permission. Any unauthorized use, reproduction, copying, imitation, distribution, framing, scraping, data extraction, or exploitation of NEOPASS's intellectual property, trademarks, proprietary materials, or Platform content shall constitute a serious violation of UAE Federal Law No. 37 of 1992 on Trademarks, applicable Meydan Free Zone regulations, international intellectual property laws, and these Terms. NEOPASS explicitly reserves the absolute right to pursue immediate legal action, including but not limited to civil litigation and criminal prosecution. You are granted a limited, revocable, non-exclusive, non-transferable license to use the Platform solely for its intended purpose (personal or internal business use as a Member) in accordance with these Terms. No ownership or title to any NEOPASS intellectual property is transferred to you.

11.2 User Content: In general, the Platform is for booking services and may not involve you posting content except perhaps in profile info or reviews. To the extent you submit any content (such as testimonials, feedback, or other material) to the Platform, you explicitly and irrevocably grant NEOPASS a perpetual, irrevocable, royalty-free, fully-paid, worldwide, transferable, sublicensable license to use, reproduce, modify, adapt, translate, distribute, publicly display, and create derivative works from such content, including but not limited to testimonials, reviews, feedback, or other submitted materials, for any purpose related to operating, improving, promoting, marketing, or advertising the Platform and services provided by NEOPASS. By submitting any content, you explicitly represent and warrant that you hold all necessary rights, licenses, permissions, and consents to do so, and that such content does not infringe upon any third-party rights, violate UAE federal law, Meydan Free Zone regulations, or any applicable international laws. NEOPASS has the right (but not obligation) to monitor and remove user content that in our judgment violates these Terms or is objectionable.

11.3 Acceptable Use Restrictions: You agree not to misuse the Platform or any content you receive through it. This includes, without limitation, that you shall not:

- **Interfere or Disrupt:** Attempt to interfere with the operation of the Platform or any member's use of it. This means no introducing viruses, worms, malware, or any code of a destructive nature. No attacks like denial of service or exploiting any vulnerability.

- **Unauthorized Access:** Not attempt to gain unauthorized access to any portion of the Platform, other accounts, or any systems or networks related to the Platform (e.g., by hacking, password "mining" or any other illegitimate means).

- **Scraping & Data Use:** Not use any robot, spider, scraper, or automated means to access the Platform or extract data (including fare data) without our permission. The travel data on NEOPASS is provided to members for booking purposes only; Any form of data extraction, scraping, automated collection, commercial use, redistribution, or unauthorized use of fare data, pricing information, or any other content available through NEOPASS is strictly prohibited, constitutes a serious violation of these Terms, and will result in immediate termination of your membership and potential legal action under applicable UAE laws.

- **No Copying or Framing:** Not reproduce, duplicate, copy, sell, trade, or resell any portion of the Platform or content, nor frame or mirror the Platform on another site without authorization .

- **Legality:** Not use the Platform for any illegal purpose or in violation of any applicable laws or regulations (including export control, sanctions, or consumer laws). For example, You explicitly acknowledge and agree not to use the NEOPASS Platform for any purpose that would violate UAE federal law, Meydan Free Zone regulations, international sanctions, AML (Anti-Money Laundering) laws, or other applicable financial regulations. Any violation will result in immediate termination of your membership and reporting to the relevant UAE authorities.

- **Truthfulness:** Not misrepresent yourself or impersonate any person or entity, or falsify information in relation to your membership. All documents and verification details you provide must be genuine.

- **No Abusive Behavior:** Not use the Platform to harass, abuse, defame, threaten or otherwise violate the legal rights of others (including other members, our staff, or any third party). All communications conducted via the NEOPASS Platform must remain strictly professional, lawful, respectful, and free from harassment, threats, defamation, obscenity, or abusive language. Any violation will result in immediate suspension or termination of membership at NEOPASS's absolute discretion..

- **No Unauthorized Marketing:** Not use any information obtained from the Platform for sending unsolicited advertising or marketing messages to third parties. Also, not promote any competing service or product to other members on our Platform.

You explicitly acknowledge and irrevocably agree that violation of any of these acceptable use restrictions will constitute grounds for immediate suspension, termination, or cancellation of your membership at NEOPASS's sole and absolute discretion (per Section 9.4), without prior notice, compensation, or refund, and may result in additional legal actions including civil lawsuits, criminal prosecution, and reporting to applicable UAE or international authorities. NEOPASS reserves the right to report any unlawful conduct to the appropriate authorities.

11.4 Feedback: If you provide feedback, ideas, or suggestions to NEOPASS regarding the Platform or services, you acknowledge that such feedback is not confidential and you grant NEOPASS the right to use it freely without restriction or payment to you. We value feedback but are not obliged to act on it. You explicitly acknowledge and agree that any feedback provided becomes the sole property of NEOPASS, and that You explicitly acknowledge and agree that NEOPASS is entitled to freely use, exploit, disclose, reproduce, adapt, publish, implement, or commercialize any feedback, ideas, suggestions, or improvements you provide, without any compensation, obligation, confidentiality, acknowledgment, attribution, or restriction of any kind to you or any third party.

12. Privacy and Data Protection

12.1 Privacy Policy: Your privacy is important to us. Please review our Privacy Policy (available on our website) which explains what personal data we collect, how we use and protect it, and your rights regarding your information. The Privacy Policy is incorporated into these Terms by reference. By accessing, registering on, or otherwise using the NEOPASS Platform in any capacity, you explicitly and irrevocably consent to, acknowledge, and accept our Privacy Policy in its entirety, including but not limited to the collection, use, processing, storage, international transfer, disclosure, and retention of your personal data strictly as described therein and as required by applicable UAE Federal Decree-Law No. 45 of 2021 (PDPL), Meydan Free Zone regulations, and relevant international privacy regulations.

12.2 Compliance with Data Protection Laws: NEOPASS is committed to complying with applicable data protection and privacy laws, including the UAE Federal Decree-Law No. 45 of 2021 Regarding the Protection of Personal Data (PDPL), the EU General Data Protection Regulation (GDPR) for our EU users, and the California Consumer Privacy Act (CCPA) as amended by the California Privacy Rights Act (CPRA) for our California users . We implement technical and organizational measures to secure personal data and process it only for legitimate purposes consistent with providing our services.

12.3 Cross-Border Data Transfers: By necessity, your data (such as name, contact details, and travel preferences) will be transferred to third parties (like airlines, hotels) often located in various countries, for the purpose of booking. These providers have their own privacy practices. NEOPASS itself stores data on servers which may be in or outside your country. When we transfer personal data out of your jurisdiction (for example, from the EU to the UAE or other countries), we will ensure appropriate safeguards are in place as required by GDPR (such as standard contractual clauses) or other laws. By accessing or using NEOPASS in any manner, you explicitly and irrevocably consent to and acknowledge the necessity and inherent risks of international transfer, processing, storage, and handling of your personal data across jurisdictions (including but not limited to the UAE, EU, US, or

other countries), and you explicitly acknowledge that such transfers are required for providing services, facilitating bookings, or complying with applicable laws and regulations. NEOPASS will employ appropriate safeguards (such as standard contractual clauses) to secure such transfers to the extent required by law.

12.4 Member Communications: We may send you service-related communications (confirmation emails, alerts, administrative messages). We will only send promotional communications related to NEOPASS membership benefits or offers where explicitly permitted under applicable UAE federal law, Meydan Free Zone regulations, GDPR, CPRA, or other applicable privacy laws, and you will always have clear mechanisms to opt-out or manage your preferences.. You can manage your communication preferences in your account settings or by following unsubscribe instructions. You explicitly acknowledge and agree that certain essential, transactional, or administrative communications (such as booking confirmations, security alerts, or account notifications) are strictly necessary and cannot be opted out of. Any optional marketing or promotional communications will include clear mechanisms to manage your preferences, unsubscribe, or opt out at any time. For EU/UK users, we follow applicable consent rules for marketing; for example, free members might only get marketing if they consent, while customers may receive offers under soft opt-in rules, subject to opt-out anytime.

12.5 Cookies and Tracking: The Platform uses cookies and similar technologies to enhance user experience and for analytics/advertising. Our Cookie Policy (see Privacy Policy) details this. By accessing, using, or interacting with the NEOPASS Platform, you explicitly and irrevocably consent to and acknowledge our use of cookies, tracking technologies, and similar data-collection methods as detailed in our Cookie Policy. You explicitly agree to review our Cookie Policy regularly and to provide explicit consent as required through cookie banners or consent mechanisms presented on the Platform, in full compliance with UAE Federal Decree-Law No. 45 of 2021 (PDPL), GDPR, CPRA, and other applicable privacy regulations.

12.6 Data Subject Rights: Depending on your jurisdiction, you have certain rights regarding your personal data. For example, under GDPR you have the right to access, rectification, erasure, restriction, objection, and portability. Under UAE PDPL, you have rights such as to request information, correction, deletion, etc., within the confines of the law. Under CPRA, California residents have rights to know, delete, correct, opt-out of selling/sharing, and limit sensitive info use. NEOPASS will honor valid requests in accordance with applicable law. To exercise your data subject rights, you must submit your request in writing through the designated channels clearly indicated in our Privacy Policy. NEOPASS will validate your identity before processing requests and respond within the timeframes required by UAE Federal Decree-Law No. 45 of 2021, GDPR, CPRA, or other applicable data protection laws. You explicitly acknowledge that your rights under applicable data protection laws (such as access, rectification, erasure, restriction, portability, objection, or deletion) may be limited, restricted, or denied in specific circumstances, including but not limited to cases where NEOPASS is required by law to retain certain data, for legitimate contract performance (such as completing a current booking), or regulatory compliance obligations. NEOPASS explicitly confirms it will not discriminate against you in any manner for exercising your legally guaranteed privacy rights.

12.7 Retention: We retain personal data only as long as necessary for the purposes outlined in our Privacy Policy or as required by law. For example, we retain transaction records and associated personal data for a minimum period of 5 years or longer if required under UAE federal law, Meydan

Free Zone regulations, tax laws, accounting standards, or other applicable compliance requirements. We may retain basic info on canceled members to prevent fraud or if required (e.g., suppression list to respect do-not-contact requests). When data is no longer needed, we securely dispose of it.

12.8 Confidentiality: We treat personal data as confidential. We also expect members to keep any confidential information obtained through the Platform (like another user's personal data in a referral context, or rates not publicly disclosed) confidential and use it only for its intended purpose. You explicitly and irrevocably agree to strictly maintain and safeguard the confidentiality of any personal data or sensitive information belonging to NEOPASS, other members, or third parties accessed or obtained through the Platform, using such data solely for legitimate, authorized purposes as explicitly permitted by these Terms. Any misuse, unauthorized disclosure, or breach of confidentiality obligations will result in immediate membership termination, legal consequences, and possible civil or criminal liability under applicable privacy laws. For further details, please see the full Privacy Policy. This section is not exhaustive but highlights our compliance stance.

13. Compliance with Laws; Sanctions

13.1 Export Control and Sanctions: NEOPASS operates from the UAE and must comply with UAE laws and applicable international sanctions regimes. You represent and warrant that you are not located in, a citizen of, or ordinarily resident in any country that is subject to comprehensive economic sanctions or embargoes (such as those administered by the U.S. Office of Foreign Assets Control (OFAC), the United Nations, the European Union, or the UAE) – for example, currently countries like North Korea, Iran, Syria, or other OFAC-sanctioned regions . You also represent that you are not identified on any government-issued sanctions list (such as the U.S. Treasury Department's list of Specially Designated Nationals). NEOPASS does not offer its services to any such prohibited persons or destinations. If it is determined that you have violated this representation, your membership will be terminated immediately and no refund will be due, and we may report the incident to relevant authorities.

Furthermore, you agree not to use the Platform to facilitate any transactions that would be in violation of export controls or sanctions – for example, booking travel for persons in sanctioned regions or using the service to route payments in contravention of sanctions. NEOPASS explicitly and absolutely reserves the right, without prior notice, liability, compensation, or obligation of any kind, to immediately and permanently block, suspend, cancel, refuse, or terminate any transaction, membership, account, or service suspected or determined to involve a sanctioned country, individual, entity, or to be otherwise in violation of any applicable export control, sanctions, or embargoes. NEOPASS will promptly report any suspected violations to the relevant UAE and international regulatory or enforcement authorities.

13.2 Legal Compliance: You must use the Platform in compliance with all applicable laws and regulations. This includes the laws of the UAE (our jurisdiction) as well as, in many cases, the laws of the country in which you reside or from which you access the Platform. If you are accessing the Platform from outside the UAE, ensure that you are not violating any local laws by doing so. For example, certain countries have regulations about using VPNs or foreign travel agencies – you are responsible for compliance with your local requirements. NEOPASS does not knowingly market into or solicit users from jurisdictions where we cannot legally operate. By accessing or using NEOPASS from any jurisdiction, you explicitly and irrevocably represent, warrant, and confirm that your use of the Platform fully complies with all applicable local, national, and international laws and regulations. You explicitly acknowledge, accept, and assume sole and exclusive responsibility for any legal

consequences, regulatory breaches, or penalties resulting from any non-compliance or unlawful use of the Platform.

13.3 Anti-Money Laundering (AML): NEOPASS complies with UAE's anti-money laundering and counter-terrorism financing regulations. Large or suspicious transactions may be subject to additional due diligence. We may request KYC (Know Your Customer) documents from you at any time to verify identity, especially for high-value membership purchases or bookings, or crypto transactions, in line with our AML program. You explicitly agree and undertake to promptly provide any and all documentation, identification, or additional information requested by NEOPASS in accordance with UAE AML/KYC regulations, Meydan Free Zone compliance rules, and applicable international AML laws. You explicitly acknowledge and irrevocably agree that any failure, refusal, or delay in providing required AML/KYC documentation, identification, or additional information requested by NEOPASS, or any suspicion or identification of money laundering, terrorism financing, or other illicit financial activities, will result in immediate and permanent suspension, termination, or cancellation of your membership and services without prior notice, compensation, or refund. Such incidents will be promptly reported to relevant UAE and international AML, KYC, and regulatory authorities. We may suspend services if such requests are not fulfilled or if we suspect money laundering or illegal activity, and will report to authorities as required by law.

13.4 No Illegal Use: The Platform must not be used for any illegal purpose such as fraud, trafficking, or other criminal acts. If we detect any potentially illegal conduct by a member, we will take appropriate action including suspension and reporting. This also covers use of travel services – e.g., do not use booked travel to carry contraband or violate travel restrictions; that is beyond our control but if brought to our attention, NEOPASS explicitly and absolutely reserves the right and the affirmative obligation to immediately report any suspected, detected, or confirmed illegal, fraudulent, criminal, or prohibited activities to applicable UAE and international law enforcement, regulatory, customs, sanctions, or other relevant governmental authorities. NEOPASS explicitly and irrevocably agrees to fully cooperate, provide all necessary data and documentation, and assist in any investigations, regulatory inquiries, or legal proceedings arising from such activities.

13.5 Jurisdictional Restrictions: NEOPASS may restrict or limit access to the Platform in certain jurisdictions if required by law or if we choose not to operate there. We will update our site if any such restrictions apply. As of now, aside from sanction restrictions, NEOPASS explicitly reserves the absolute and unconditional right to restrict, limit, or refuse access to the Platform in any jurisdiction, at its sole and absolute discretion, due to legal, regulatory, operational, strategic, or compliance considerations. Users explicitly acknowledge their sole responsibility to verify their eligibility and compliance with applicable local laws, sanctions, and restrictions before accessing or using the NEOPASS Platform.

14. Governing Law and Dispute Resolution

14.1 Governing Law: These Terms and any disputes arising out of or relating to these Terms or your use of the Platform shall be governed in all respects by the laws of the United Arab Emirates, and for matters within the purview of Emirate law, by the laws of the Emirate of Dubai. The governing laws include applicable federal laws such as the UAE Civil Transactions Law and Commercial Transactions Law, UAE consumer protection regulations, Federal Decree-Law No. 45 of 2021 (Personal Data Protection Law), and other relevant decrees and resolutions, as well as the free zone regulations applicable to NEO Pass Group LLC-FZ. You explicitly and irrevocably agree that these

Terms, and any disputes, claims, or actions arising from or related to your use of the Platform, your membership, or our services, shall be exclusively governed by and interpreted under UAE federal laws and the laws of the Emirate of Dubai, explicitly excluding the application of any foreign or international laws, principles of conflict-of-law rules, private international law, or any jurisdiction's law other than as explicitly acknowledged and mandated by applicable consumer protection regulations set forth in Section 10.9..

14.2 Jurisdiction: You explicitly, unconditionally, and irrevocably agree that the competent courts located in Dubai, United Arab Emirates, shall have exclusive jurisdiction over any legal action, claim, dispute, proceeding, or controversy arising directly or indirectly from or related to these Terms, your membership, or use of the NEOPASS Platform, explicitly waiving and excluding the jurisdiction of any other courts or forums worldwide, unless otherwise explicitly and mandatorily required by applicable UAE federal law or other applicable consumer protection laws recognized in Section 10.9., with absolute exclusion of any other jurisdiction, unless UAE federal law explicitly mandates otherwise. Both you and NEOPASS consent to the personal jurisdiction of such courts and waive any objections based on improper venue or inconvenient forum. If you are a consumer residing outside the UAE, and local law gives you the right to bring disputes in your home country's courts despite this agreement, that may override this clause; otherwise, we expect to resolve disputes in UAE.

14.3 Dispute Resolution and Amicable Negotiation: You explicitly agree that prior to initiating any litigation or formal legal proceedings, you will first attempt to resolve any dispute, claim, or issue amicably by contacting NEOPASS through official support channels. NEOPASS explicitly commits to reviewing disputes in good faith and may, at its sole discretion, propose alternative dispute resolution mechanisms, such as mediation or arbitration, provided both parties explicitly agree in writing. However, unless explicitly and mutually agreed in writing, neither party is obligated to participate in arbitration or ADR, and the exclusive forum for unresolved disputes shall remain the competent courts of Dubai, UAE, as specified in Section 14.2.. We are open to discussing disputes in good faith and may consider alternative dispute resolution (ADR) mechanisms like mediation or arbitration if both parties agree. However, unless we specifically agree to arbitration in writing, any binding arbitration must be mutually agreed. These Terms explicitly do not impose mandatory arbitration. Binding arbitration or alternative dispute resolution (ADR) will only be conducted if expressly agreed to in writing by both parties; otherwise, disputes will exclusively be resolved by the courts of Dubai, UAE as specified in section 14.2. If a dispute is resolved in court, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, unless otherwise determined by the court.

14.4 Injunctive Relief: Notwithstanding the above, Notwithstanding any other provision of these Terms, NEOPASS explicitly and absolutely reserves the unconditional, immediate, and irrevocable right to pursue injunctive, equitable, preliminary, or emergency relief, without prior notice, from any competent court, tribunal, or legal authority globally to protect or enforce its intellectual property rights, trademarks, confidential information, proprietary data, or to prevent any unauthorized or harmful actions, infringement, or breaches of these Terms.

14.5 Statute of Limitations: You explicitly acknowledge, consent, and irrevocably agree that, to the maximum extent permitted by applicable UAE federal law and Meydan Free Zone regulations, any claim, dispute, demand, action, or cause of action arising out of or related to your use of the Platform, membership, or these Terms, must be filed, initiated, or commenced within one (1) year after the event giving rise to such claim occurs; otherwise, such claim shall be permanently barred and irrevocably waived, except explicitly for actions related to the collection of unpaid fees,

enforcement of judgments, or as mandated by applicable law. (This does not apply to collection actions by us for unpaid fees or to enforcement of judgments.)

14.6 Class Action Waiver

You explicitly, absolutely, and irrevocably waive any and all rights, entitlements, or possibilities to participate in, initiate, or become involved with any class action, collective litigation, group, representative, or consolidated proceeding of any kind or nature whatsoever against NEOPASS, arising from or relating to your membership, these Terms, the Platform, or any provided services. You explicitly agree that all disputes shall exclusively and irrevocably be resolved on an individual basis in accordance with Section 14.2.

15. Miscellaneous Provisions

15.1 Right to Modify Terms: NEOPASS reserves the right to modify or update these Terms at any time. If NEOPASS makes material or significant changes to these Terms, we will explicitly notify members at least thirty (30) days in advance of such changes taking effect, via email notification to your registered email address and/or prominent notice clearly posted on the Platform. The updated Terms will indicate the “Effective Date” at the top. Your continued access or use of the NEOPASS Platform or any associated services after the updated Terms have become effective explicitly constitutes your unconditional and irrevocable acceptance of the modified Terms, and your explicit consent to be legally bound by such modifications. If you do not agree to the new Terms, you must stop using the Platform and (if applicable) may cancel your membership (see Section 9 for cancellation terms). For significant changes affecting paid membership, we may, at our discretion, offer a pro-rata refund if you choose to terminate due to a change, though generally changes will be prospective. Keep an eye on updates; it’s your responsibility to review Terms periodically.

15.2 Entire Agreement: These Terms, together with any referenced documents (such as the Privacy Policy, any additional terms for certain promotions or services, and your membership purchase terms), constitute the entire agreement between you and NEOPASS regarding the subject matter. These Terms explicitly, absolutely, and irrevocably supersede and replace any and all prior or contemporaneous agreements, understandings, representations, warranties, promises, or communications, whether written, oral, electronic, or otherwise, relating to the subject matter covered herein. You explicitly represent, warrant, and acknowledge that in agreeing to these Terms, you have not relied on, and expressly waive any reliance upon, any representation, statement, warranty, or promise, whether written or oral, made by NEOPASS or any representative thereof, that is not explicitly included in these Terms. If any ambiguity is found, these Terms will be interpreted as drafted jointly by both parties and without favoring the drafter.

15.3 No Waiver: If NEOPASS does not enforce a provision of these Terms on any occasion, it does not mean we waive our right to enforce it on future occasions. Any waiver of rights must be in writing and signed by us to be effective. A waiver of one breach is not a waiver of any other breach.

15.4 Severability: If any provision of these Terms is held to be invalid, illegal, or unenforceable by a competent legal authority, that provision shall be enforced to the maximum extent permissible, and the remaining provisions of these Terms will remain in full force and effect. We would negotiate in good faith a valid provision with similar economic effect to replace the invalid one if needed.

15.5 Assignment: You explicitly acknowledge and agree that your membership, rights, privileges, or obligations under these Terms are strictly personal and non-transferable, and you shall not assign, delegate, or transfer them to any third party without the prior explicit written consent of NEOPASS, which consent NEOPASS may withhold at its absolute discretion (except in the case of a corporate member undergoing a legitimate internal corporate reorganization, but even then notify us). You explicitly acknowledge and irrevocably agree that your rights, obligations, privileges, or membership under these Terms are strictly personal and non-transferable, and you shall not assign, delegate, sublicense, or transfer these Terms or your membership, benefits, or rights to any third party without explicit written consent from NEOPASS, which consent NEOPASS explicitly reserves the right to grant or withhold at its absolute discretion. Conversely, NEOPASS explicitly reserves the absolute and unconditional right to assign, transfer, sublicense, or delegate these Terms, any rights, obligations, memberships, or responsibilities herein, in whole or in part, freely and without prior notice, to any affiliate, subsidiary, successor entity, acquirer, merger partner, or purchaser of assets, or by operation of law. These Terms will bind and inure to the benefit of the parties and their permitted successors.

15.6 Relationship of Parties: You and NEOPASS are independent contracting parties. Nothing in these Terms shall create a partnership, franchise, joint venture, agency, or employment relationship between the parties. You have no authority to make or accept any offers or representations on behalf of NEOPASS.

15.7 Third-Party Beneficiaries: Except for Service Providers in regards to their terms during a booking (as addressed in Section 3.2) and NEOPASS affiliates, there are no third-party beneficiaries to these Terms. This means no one other than you and NEOPASS (and our successors) can enforce the Terms.

15.8 Language: These Terms are written in English. NEOPASS may provide translations in other languages for your convenience. However, as stated earlier, You explicitly and irrevocably acknowledge and agree that these Terms have been prepared, presented, and accepted in the English language. The English-language version of these Terms shall explicitly, exclusively, and absolutely govern and control any interpretation, dispute, enforcement, ambiguity, inconsistency, or discrepancy arising from any translated versions. Translations of these Terms are provided solely for convenience, explicitly carry no legal or binding effect whatsoever, and cannot form the basis for claims, actions, disputes, or defenses. All services, support, and communications are generally provided in English (and possibly other languages at NEOPASS's discretion, but English proficiency is expected for use of the Platform given its primary language).

15.9 Notices: Communications regarding these Terms or your account should be sent to us via the contact information provided on our website (e.g., legal@neopass.com or our customer support channels). Official notices from us to you will be given via the email on your account or via notification on the Platform. You explicitly acknowledge and accept sole and absolute responsibility for maintaining accurate and up-to-date contact information, including your email address, within your NEOPASS account. You explicitly acknowledge and irrevocably accept sole, absolute, and exclusive responsibility for maintaining accurate, complete, and up-to-date contact information, including but not limited to your email address, within your NEOPASS account. You explicitly agree and acknowledge that any notices or communications sent by NEOPASS to your last provided email

address or via the Platform shall be deemed fully and effectively delivered, legally valid, enforceable, and received, regardless of whether you actually receive, access, read, or respond to such communications, unless NEOPASS receives an explicit notification of delivery failure Notices are considered delivered 24 hours after email is sent (unless we receive a bounce-back) or immediately upon posting to the Platform.

15.10 Rights Reserved: You explicitly acknowledge and irrevocably agree that NEOPASS expressly, absolutely, and comprehensively reserves all rights, titles, interests, privileges, authorities, licenses, and permissions not explicitly, unequivocally, and expressly granted or provided to you under these Terms. No rights or licenses of any kind, whether implied, expressed, by estoppel, or otherwise, are granted, assigned, or conferred to you by implication or otherwise, except solely and explicitly as stated in these Terms.

Explicit User Consent and Acknowledgment: By explicitly clicking “I Agree,” registering, or otherwise accessing, using, or interacting with the NEOPASS Platform, you explicitly and irrevocably acknowledge, confirm, consent, and agree that you have fully read, thoroughly understood, comprehensively reviewed, explicitly accepted, and irrevocably agreed to each and every provision of these Terms and Conditions in their entirety. If you have any questions or uncertainties regarding these Terms, you explicitly agree to contact NEOPASS for clarification before proceeding further.

If you have any questions or need clarification on any of these terms, please contact NEOPASS before proceeding. Thank you for being a part of NEOPASS Club, and we wish you exceptional travels and experiences under our membership!