

Membership Terms – NEOPASS Platform

Effective Date: June 1, 2025

Introduction

NEO Pass Group LLC-FZ (“NEOPASS”, “we”, “our”, or “us”), provides these Membership Terms to clearly define the conditions for accessing and utilizing the NEOPASS Platform and related services, explicitly in compliance with applicable laws and regulations including UAE laws, Meydan Free Zone regulations, General Data Protection Regulation (GDPR), UAE Personal Data Protection Law (PDPL), and the California Consumer Privacy Act (CPRA).

By becoming a NEOPASS Member and continuing to access or use our Platform, you explicitly acknowledge having read, understood, and expressly agree to comply fully with these Membership Terms. You will be explicitly notified of any significant changes to these Terms, and your continued use of NEOPASS after such changes constitutes your explicit acceptance of the updated terms.

1. Membership Tiers

NEOPASS offers three distinct membership tiers:

- **Explorer (Free):** Basic access, standard rates on bookings, limited discounts.
- **Signature (\$149/year):** Enhanced access with significant discounts, bundled Search-Credits, exclusive promotional offers.
- **Prestige (\$999/year):** Premium access with maximum discounts, exclusive PLUS fares, concierge services, and luxury benefits.

Detailed information regarding the specific benefits, conditions, and limitations applicable to each membership tier is explicitly provided during your registration process and within your membership account. Membership benefits may be periodically reviewed and updated; you will receive explicit notification of significant changes at least thirty (30) days before they take effect.

2. Membership Registration and Eligibility

- Members must be at least 18 years of age.
- Registration explicitly requires accurate, valid, and up-to-date personal or business identification, contact information, and payment details. You explicitly acknowledge that you must comply with applicable Anti-Money Laundering (AML) and Know Your Customer (KYC) requirements, and NEOPASS reserves the explicit right to refuse, suspend, or terminate your membership at any time if AML/KYC compliance requirements are not fully satisfied.
- Corporate memberships must be registered by authorized company representatives.

Corporate memberships explicitly require designation of an authorized company representative responsible for managing the membership and associated user accounts. The company explicitly accepts full responsibility and liability for all actions and activities conducted through its corporate membership accounts, including compliance with these Membership Terms and applicable laws.

3. Membership Fees and Renewals

- Membership fees are payable annually in advance.
- Memberships automatically renew annually unless explicitly canceled prior to the renewal date. NEOPASS will provide you with explicit notification via email at least thirty (30) days before your renewal date, clearly indicating the renewal date and applicable membership fee.
- Membership fees are subject to applicable taxes and transaction fees.
- Membership fees are explicitly subject to periodic review and may change. Any changes in membership fees will be communicated explicitly to you at least thirty (30) days prior to taking effect via email or prominently displayed notifications on our Platform. You may cancel your membership explicitly prior to the fee changes taking effect if you disagree with the updated fees.

4. Membership Benefits and Limitations

- Benefits include discounted travel and lifestyle services, subject to tier specifics.
- Members may not resell, transfer, or share their membership benefits commercially.
- Violation of the explicit terms regarding membership benefit use, including unauthorized resale, commercial transfer, or sharing of benefits, may result in immediate termination of your membership without refund, and may additionally lead to legal actions or claims for damages at NEOPASS's explicit discretion.
- Membership benefits may be periodically reviewed and updated. NEOPASS explicitly reserves the right to modify membership benefits and will explicitly notify members via email or prominently on the Platform at least thirty (30) days before any significant changes take effect. Your continued use of NEOPASS services after such changes constitutes explicit acceptance of the updated benefits and conditions.

5. Membership Cancellation and Refunds

- Members may cancel at any time; however, fees are non-refundable post 30-day initial guarantee period.
- To explicitly request a refund under the 30-day money-back guarantee, you must submit your request to our customer support within the 30-day period following your initial purchase, clearly stating your intention to cancel your membership and request a refund. Requests submitted after this period, or after any membership benefits have been utilized, are explicitly ineligible for refund.
- Refunds beyond the guarantee period are strictly governed by our Payment & Refund Policy.
- Refunds explicitly provided under this Membership Cancellation and Refund Policy are by default issued as NEOPASS platform credits, unless explicitly stated otherwise in our Payment & Refund Policy. Members explicitly acknowledge and agree to accept platform credits as the default method of refund.

6. Upgrades and Downgrades

- Membership tier upgrades take effect immediately upon payment of applicable fees.
- Downgrades take effect explicitly upon the membership renewal date, at which time your membership fee will be adjusted to reflect the applicable fee for the downgraded tier.
- No refunds or credits are provided for membership downgrades.

7. Account Security and Responsibilities

- Members must safeguard login credentials.
- Members must immediately report unauthorized account activity.
- Members are responsible for all activities conducted through their accounts.
- You explicitly acknowledge and agree that NEOPASS shall not be held responsible or liable for any loss, damage, or unauthorized access arising from your failure to secure your login credentials, account details, or personal devices.

8. Modifications to Terms

- NEOPASS reserves the right to modify these Membership Terms periodically.
- Members will explicitly receive notification of significant changes to these Membership Terms at least thirty (30) days before such changes take effect, via email sent to the member's registered email address or prominently through notifications displayed on the NEOPASS Platform. Continued use of our services after changes take effect constitutes your explicit acceptance of these changes.

9. Termination of Membership

- NEOPASS explicitly reserves the right to terminate or suspend membership immediately in cases including, but not limited to: violation of membership terms, unauthorized or fraudulent use of membership benefits, chargeback abuses, failure to comply with Anti-Money Laundering (AML) and Know Your Customer (KYC) requirements, legal compliance obligations, or upon explicit request by relevant legal or regulatory authorities.
- Upon termination, access to membership benefits will cease immediately.
- No refunds will be provided upon termination due to member violations.
- Upon termination or suspension of your membership for violation of these Terms, your access to membership benefits, including any unused credits, discounts, or other membership advantages, will immediately cease without compensation or refund.

10. Governing Law and Jurisdiction

1. These Membership Terms are governed exclusively by the laws of the United Arab Emirates.
2. Any disputes arising from these terms are subject exclusively to the jurisdiction of Dubai courts.
3. Notwithstanding the exclusive jurisdiction of Dubai courts, members explicitly retain the right to lodge complaints regarding personal data protection issues directly with the relevant data protection authorities, including the UAE Data Office under UAE PDPL or the competent supervisory authorities under GDPR (for EU residents) or CPRA (for California residents)

11. Contact Information

For inquiries regarding membership, please contact:

Email: support@neopass.com

Address: NEO Pass Group LLC-FZ, Meydan Grandstand, 6th Floor, Meydan Road, Nad Al Sheba, Dubai, UAE.

EU/UK Representative (GDPR Compliance): If you are based within the European Union or United Kingdom, you may explicitly contact our appointed GDPR Representative for membership-related personal data protection inquiries at:

Name:

Address:

Email:

We aim to respond promptly to all membership-related inquiries, generally within thirty (30) days of receipt. Should additional time be necessary due to complexity or high volume, you will be explicitly notified. If you are unsatisfied with our response, you retain the explicit right to escalate your concern or complaint to the relevant consumer protection or data protection authorities

Thank you for being a valued member of NEOPASS.