

4. AVAILABLE SERVICES AND TERMS OF USE

I note that Swisscard AECS GmbH is not my contracting party regarding the use of the lounges and, therefore, cannot take any responsibility for availability, opening hours, services offered or admission or rejection. The terms of use of Priority Pass Limited, 5th Floor, 3 More London Riverside, London SE1 2AQ, UK, Tel. +44 (20) 8680 1338 as amended, apply for the use of the Priority Pass. The terms of use as amended are published on prioritypass.com or can be obtained from Priority Pass Ltd. by telephone. I am aware that the Priority Pass offer may change from time to time and without advance notice and that Swisscard AECS GmbH is not obliged to inform me of such changes. However, normally these changes are listed on prioritypass.com. The lounges participating in the Priority Pass program are in possession of third-party companies and are operated by them. The special conditions of the respective operator apply for the use of these lounges. Swisscard AECS GmbH does not assume any liability for losses, injuries, damages, or the like which may result to me or any person accompanying me in connection with the use of the Priority Pass or the associated lounges. Complaints or claims arising from or in connection with the use of the Priority Pass shall only be asserted against Priority Pass Ltd. or the respective operator. When visiting a lounge, local taxes and dues, if applicable, in addition to the admission fee (currently USD 35), may be collected which are not covered by the Gold Priority Pass membership. If my card is lost or stolen, I must notify Priority Pass Ltd. immediately stating my name (as printed on the Priority Pass), the identification number, the expiry date of the Priority Pass, and the date of loss of the card by mail: Priority Pass Limited, 5th Floor, 3 More London Riverside, London SE1 2AQ, UK, by fax: +44 (20) 8688 6191, by phone: +44 (20) 8680 1338 or by email: info@prioritypass.com

Data protection

Swisscard AECS GmbH or third parties commissioned by Swisscard AECS GmbH process my disclosed personal information, in particular my name, address, if available, email address and credit card details ("personal details") for the purpose of identification and processing the services used. The email address is used by Priority Pass Ltd. to send me access data for my digital Priority Pass membership card. The personal details are sent to Priority Pass Ltd., if necessary by electronic means. As far as it is required

for provision, handling, and charging of used services, I authorize Swisscard AECS GmbH, Priority Pass Ltd. as well as other involved third parties in Switzerland or abroad (e. g. operators of the lounge) to exchange information regarding me – also by electronic systems operated by third parties. I note that in case of electronic information exchange data is transmitted via an open, cross-national network that is accessible by anybody. Even in case of appropriate data encryption, this data may possibly be viewed by third parties allowing these third parties to draw conclusions on an already existing or future business relationship with Swisscard AECS GmbH.

For more information on data processing, please see the Swisscard AECS GmbH Privacy Policy, which can be viewed at swisscard.ch/datenschutz or requested from Swisscard AECS GmbH at any time.

Authorized persons

The Gold Priority Pass membership applies to all American Express Gold main cardholder and gives them 2 lounge admissions a year free of charge, which they can use flexibly. It becomes automatically invalid if I am no longer a main cardholder of an American Express Gold Card. You are currently charged USD 35 when you visit a lounge. An admission fee of USD 35 per person and visit may also be charged for guests accompanied by a Priority Pass holder. Bringing guests may be subject to restrictions. I acknowledge that Priority Pass Ltd. is authorized to charge any fees owed for admission to my Gold Card.