

KEYOPASS™

TERMS AND CONDITIONS OF SERVICE

These Terms and Conditions of Service (collectively the "**Terms**") have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these Terms in connection with KEYOPASS™, which is owned and/or controlled by Visionaire LLC, a Delaware corporation, which includes, for purposes of these Terms, without limitation, Visionaire LLC, d/b/a KeyoPass (collectively referred to herein as "**The KeyoPass Group**"). All such websites, mobile applications and/or communication devices shall now be referred to herein as "**KeyoPass**." By accessing or using KeyoPass, you are agreeing to these Terms, and accepting a legally-binding agreement with The KeyoPass Group. Do not access or use KeyoPass if you do not agree to be bound by the Terms as outlined below.

These Terms also govern the Processing of Personal Data and constitutes an integral part of the agreement between you and KeyoPass. These Terms also include our Data Processing Appendix. Note that, in the event, you don't explicitly notify us otherwise, by continuing to use our platform you confirm the acceptance of these Terms and the obligations therein as of June 19, 2018. Although we will not accept any modifications to these Terms, we are happy to assist and clarify any needed concerns you may have. For information on our security measures please contact info@keyopass.com.

Last Updated on June 19, 2018, these Terms are effective immediately for users registering for personal accounts after that date and will become effective as of May 15, 2020 for pre-existing users.

1. Definitions

(a) Parties to Terms

"**You**" and "**your**" refer to you as a user of KeyoPass. A "**user**" is someone who accesses, browses, or in any way uses KeyoPass. "**We**", "**us**", and "**our**" refer to The KeyoPass Group.

(b) KeyoPass Content

"**Content**" means text, images, photos, audio, video, location data, and all other forms of data or communication. "**User Content**" means Content that you and other users submit or transmit to, through, or in connection with, KeyoPass, such as rankings, reviews, compliments, invitations, friend/follower connections,

messages, and information publicly displayed or displayed in KeyoPass account profiles, or anywhere on KeyoPass. "**The KeyoPass Group Content**" means Content that we create and make avail/able in connection with KeyoPass. "**Third Party Content**" means Content that originates from parties other than The KeyoPass Group, or its users, which Content is made available in connection with KeyoPass. "**KeyoPass Content**" means all of the Content which is made available through KeyoPass, including, without limitation, The KeyoPass Group Content, User Content, and Third Party Content.

(c) **KeyoPass: The Social Impact Travel Platform**

KeyoPass has multiple uses, as described below. It is a downloadable mobile application, website, and digital service that allows users to access impact-related social good activity campaigns, make contributions/donations ("**Donations**") to nonprofit/not-for-profit organizations worldwide (collectively all such organizations referred to as ("**Nonprofits**") by contributing/donating digital and/or actual social impact products ("**Impact Products**"), and/or purchasing impact-related social good cultural experiences ("**Cultural Experiences**"). KeyoPass is also a downloadable mobile application, website, and digital service that allows users to access information about tour guides, local experts, restaurants, points of interest. Including, but not limited to, museums, galleries, and parks, and other goods and services providers ("**Merchants**"), and purchase services from these sources. In addition, KeyoPass is a downloadable mobile application, website, and digital service that allows users to arrange and book travel products, such as tours, activities, transportation services, boats and air travel ("**Travel Experiences**"). Finally, KeyoPass is a downloadable mobile application, website, and digital service that allows users to win and/or earn rewards ("**Rewards**") for completing campaigns and making purchases. All purchases of any Travel or Cultural Experiences shall be referred to herein as "**Purchases**".

(d) **Services**

Services hereunder shall include, without limitation, (i) all services that connect a Merchant to its guests, (ii) all services that connect KeyoPass to a Merchant, and (iii) all services that connect KeyoPass to any third party. Such Services shall include, without limitation, a user's ability to discover and book Cultural Experiences and Travel Experiences through KeyoPass, earn Rewards through KeyoPass, make Donations through KeyoPass, access and use Content from KeyoPass blog partners and other Content partners, and have the ability to

connect to a Merchant's services and a Merchant third-party services (e.g., book tour, or make donations).

2. Changes to the Terms

We may modify the Terms from time to time. You acknowledge and accept that your access to, or use of, the KeyoPass is governed by the Terms effective at the time of your access to, or use of, KeyoPass. If we make any material changes to these Terms, we will notify you by email or by posting a notice on KeyoPass prior to the effective date of such changes. We will also indicate at the top of this page the most current date of the Terms/revisions. You should also review the Terms on a regular basis, since any and all revised versions of the Terms will be binding on you whenever you use KeyoPass. Any such revisions to the Terms will be effective upon our posting of such revised Terms.

You acknowledge and accept that your continued access to, or use of, KeyoPass after the effective date of such revisions to the Terms is deemed to be your acceptance of the Terms as revised.

3. Translation:

We may translate these Terms into other languages. Nevertheless, the English version of these Terms shall govern your use of KeyoPass, and if there are any inconsistencies between the English version and any other version, then the English version shall be deemed to govern.

4. Using KeyoPass:

(a) Eligibility

To access or use KeyoPass, you must be thirteen (13) years or older and have the requisite right, power and authority to enter into these Terms.

(b) Permission to Use KeyoPass

We grant you permission to use KeyoPass subject to the restrictions in these Terms. You use KeyoPass at your own risk, which includes, without limitation, accepting the risk that you may see Content that to you is offensive, inaccurate, or otherwise inappropriate.

(c) **KeyoPass Availability**

The KeyoPass may be modified (which includes, without limitation, updating), suspended for any reason, or discontinued for any reason at any time, without notice or liability.

(d) **User Accounts**

You must create an account and provide certain information about yourself in order to use some of the features that are offered on KeyoPass. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all actions that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account. We reserve the right to close your account at any time for any or no reason in our sole discretion.

You acknowledge that your account is for your personal, non-commercial use only, and, in that regard, it is essential that you provide complete and accurate information about yourself to support your credibility as a contributor to KeyoPass. You may not (i) impersonate someone else (e.g., adopt the identity of any third party, including, without limitation, a well-known individual), (ii) create or use an account for any third party, (iii) give us an email address other than your own, or (iv) create multiple accounts. If you violate any of these rules, we reserve the right to close your account immediately.

Notwithstanding that you may use a pseudonym, others may still be able to identify you, if, for example, you (i) include information in your reviews that identifies you, (ii) use your KeyoPass account information on other websites, or (iii) allow other websites to share information about you with KeyoPass. For more information, please read our Privacy Policy in the Privacy Policy Addendum attached hereto as part of these Terms.

(e) **Communications from The KeyoPass Group and other Users**

By creating an account, you agree to receive certain communications in connection with KeyoPass. As an example, you might receive compliments or friend requests from other KeyoPass users. You will also receive our periodic email newsletter about happenings in your neighborhood and in other cities around the world. You can always request to be deleted from non-essential communications by emailing info@keyopass.com.

(f) **The KeyoPass General Users, Activity/Tour Users**

- (i) Through the Services, you may purchase from The KeyoPass Group vouchers for services (“**Vouchers**”) offered by Merchants. You will receive an email confirmation of your purchase that will contain a Voucher confirmation number (“**Confirmation Number**”). In order to use your Voucher, you must appear in person at the applicable Merchant, and present your Confirmation Number. A Merchant may require you to provide photo identification in order to use your Voucher. Neither The KeyoPass Group nor Merchant is responsible for lost or stolen Confirmation Numbers. Vouchers are void where prohibited by law. If you attempt to use a Voucher in an unlawful manner (e.g., you attempt to use a Voucher for wine tasting when you are under the legal age to do so), Merchant may refuse to accept your Voucher, and no refunds will be granted.
- (ii) The terms of use for each Voucher may vary from Merchant to Merchant and any restrictions that apply to the use of such Voucher (including, without limitation, a minimum age requirement) will be noted at the time of purchase. Vouchers are admission tickets to one-time events (“**Events**”); the date(s) on which a Voucher can be used will be noted at the time of purchase. If you do not use your Vouchers on or by the date(s) noted on such Vouchers, except as expressly set forth herein, no refunds will be granted.
- (iii) You may not cancel your Voucher after purchase. Any refunds are only pursuant to the KeyoPass Refund Policy, which is attached hereto as The KeyoPass Refund Policy, or incorporated herein, as applicable.
- (iv) Merchant, not The KeyoPass Group, is the seller of the services that are performed pursuant to the Events (and to which Vouchers correspond) and is solely responsible for accepting any Voucher you purchase and providing all such services relating thereto. Please consult with Merchant if you are unhappy with the service you received in connection with your Voucher. Except as expressly set forth herein in the KeyoPass Refund Policy, all fees paid for Vouchers are non-refundable. Prices for Vouchers are set in U.S. Dollars, or the local currency in your country, and are subject to change at any time prior to purchase.

- (v) If an Event for which you have purchased a Voucher is cancelled by Merchant, we will notify you prior to the first date on which the applicable Voucher could have been used and will process a full refund to the credit card you used to purchase such Voucher.
- (vi) If you attempt to use a Voucher in accordance with this Agreement and the additional terms applicable to such Voucher and you are unable to do so (due to the fault of Merchant), please contact us at info@keyopass.com, and we will try to remedy the situation.
- (vii) Although our app is currently free to download for users, The KeyoPass Group reserves the right to require payment of fees for certain or all such Services. You shall pay all applicable fees, as described in KeyoPass in connection with such Services selected by you. The KeyoPass Group reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent by email or posted in KeyoPass. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.
- (viii) From time to time, The KeyoPass Group may offer a “**Best Price Guarantee**” on the purchase of a Voucher. If, during the period when you see Best Price Guarantee, or similar language, applied to a Voucher, and you find the same Event (date, time, duration, location, activities) provided by the same Merchant being offered for a lower purchase price elsewhere (the difference between the prices, the “**Difference**”), please notify our Customer Service team immediately at info@keyopass.com, and, upon you providing to us sufficient verifiable documentation of such lower price, we will either, at our option and as your sole remedy: (a) if we are still offering the Voucher for purchase, allow you to purchase the Voucher for the lower price demonstrated, or (b) if you have already purchased the lower-priced ticket from another vendor, refund you an amount equal to the Difference. Please note the Best Price Guarantee only applies to the period during which the language is displayed on the Services, and only to the Event to which such language is clearly affixed.
- (ix) You undertake that all details you provide to us for the purpose of using the Services offered on KeyoPass will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover any Purchases you make. We reserve the right to obtain validation of your credit or debit card details or

verification of the authenticity and ownership of these payment methods before taking any other steps to process your Purchases.

- (x) The KeyoPass Group does not provide accounting, tax or financial advice and you should not rely on any information given on KeyoPass to determine the accounting, tax or financial consequences of making a Purchase using our Services. Notwithstanding the above, every user who makes a Purchase through our platform will receive a receipt of their Purchases with all corresponding details.

(g) Donations to Nonprofits

- (i) KeyoPass and successor websites (collectively the “Site”) that involve Nonprofits associated with the Site, including the materials and information posted on it, and the functionality that permits you to make Donations, solicit Donations, create registries, and establish fundraisers, for a project, or to use any other functionality offered through the website.
- (ii) You acknowledge and agree that The KeyoPass Group retains control over the donated funds, with the understanding that One Hundred Percent (100%) of Donations (minus credit card/processing fees) through our app/website goes directly to the Nonprofit designed by the user.
- (iii) To use our Services for Donations you will need to follow the procedures set out on KeyoPass.
 - (a) Details of the procedures for payment and how we will process your Donations are displayed on our website.
 - (b) Any times or dates stated in relation to our Services are estimates only. We will make all reasonable efforts to provide Services within the time specified, but we do not accept liability for any failure to deliver within that time.
 - (c) You may pay by credit or debit card, by using PayPal, other acceptable electronic payment methods, by cheque, or bank transfer.
 - (d) We try to ensure that the information on our website about Nonprofits, their Impact Product costs, and the amounts which they have received to date, is accurate, although sometimes there may be a delay in updating this information. On rare occasions, a

Impact Product may become ineligible for funding from KeyoPass after we have received a Donation from you but before we have transmitted the funds to your chosen Nonprofit and we will not be able to process the Donation in accordance with your original choice on using our website. In that event, we will contact you to ask your preference for which Impact Product to reallocate your Donation. If we are unable to obtain instructions from you about how to process your Donation within a reasonable period of time [not to exceed thirty (30) days], we will make the Donation to a cause in the same cause category as you originally selected and notify you by email.

- (e) If your Donation is accepted, we will confirm acceptance to you by emailing the email address you give us when you register on our website. The Donation will then be processed as specified in the confirmation email. We are entitled to refuse to process any Donation placed by you.
- (f) Once we have processed the payment for your donation, it is not possible for donations to be refunded.
- (g) You undertake that all details you provide to us for the purpose of using the Services offered on KeyoPass will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover any Donations you make. We reserve the right to obtain validation of your credit or debit card details or verification of the authenticity and ownership of these payment methods before taking any other steps to process your Donations.
- (h) The KeyoPass Group does not provide accounting, tax or financial advice and you should not rely on any information given on consequences of making a Donation using our Services. KeyoPass to determine the accounting, tax or financial Notwithstanding the above, every user who makes a Donation through our platform will receive a receipt of their Donations with all corresponding details.

5. Content

(a) Responsibility for Your Content

You are solely responsible for your Content, which shall include, without limitation, all Content contained on the KeyoPass which is created and/or used by you either (i) on KeyoPass or (ii) linked by you to KeyoPass. You assume all risks associated with your Content, including, without limitation, any third party reliance on its quality, accuracy, or reliability, as well as your disclosure of your Content that personally identifies you. You represent and warrant that you own or have the necessary permissions from any third party having rights to use and authorize the use of your Content. You may not state directly or indirectly (e.g., imply) that your Content is in sponsored or endorsed by The KeyoPass Group in any way whatsoever, however you may insert The KeyoPass Group's "website widget" ("KeyoPass Widget") onto your blog or website for a direct link to KeyoPass, and by so doing, you agree that KeyoPass material may appear in your blog or on your website as delineated below in Section (d). We reserve the right to delete any of your Content that violates this Section.

You shall be solely liable, and shall hold us harmless and free from any liability whatsoever in connection with (i) your use of KeyoPass Widget or KeyoPass materials in contravention to these terms and conditions and/or (ii) your Content that (A) contains material that is false, intentionally misleading, or defamatory, (B) violates any third-party rights, including, without limitation, any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right of any entity or individual, (C) contains material that is unlawful, including, without limitation, hate speech or pornography, (D) exploits or otherwise harms minors, or (E) violates or advocates the violation of any law or regulation.

(b) Our Right to Use Your Content

You hereby irrevocably grant The KeyoPass Group world-wide, non-exclusive, royalty-free, rights to use your Content for any purpose as delineated in these Terms and Conditions, including, without limitation, for (i) public display, (ii) reformatting, (iii) incorporation into advertisements and other works, (iv) the creation of derivative works, such as, for example, in KeyoPass videos on the KeyoPass YouTube Channel, (v) promotion, and (vi) multi-platform distribution (e.g., via KeyoPass feeds) ("**Other Media**"). In addition, you irrevocably grant

the users of KeyoPass the right to access your content in connection with their use of KeyoPass.

Finally, you irrevocably waive, and/or cause third parties to waive, against The KeyoPass Group and its users, any claims and/or assertions of moral rights, and/or any attribution, with respect to your content.

For purposes of these Terms, "Use" means use, copy, publicly perform and display, reproduce, distribute, modify, translate, remove, analyze, commercialize, and create derivative works of your content.

(c) **Ownership**

The KeyoPass Group solely owns KeyoPass Content, including, but not limited to, visual interfaces, interactive features (e.g., KeyoPass Widgets), graphics, design, compilation, including, but not limited to, our compilation of User Content, and other KeyoPass Content, computer code, products, software, aggregate user review ratings, and all other elements and components of KeyoPass created for KeyoPass and/or for third party use on other websites, mobile devices, and/or on any and all known or hereafter created communication devices of any kind or nature.

The KeyoPass Group also owns the copyrights, trademarks, service marks, trade names, and other intellectual and proprietary rights throughout the world associated with KeyoPass Content and KeyoPass ("IP Rights"). These IP Rights are protected by copyright, trade dress, patent, trademark laws and all other applicable intellectual and proprietary rights and laws. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of KeyoPass Content in whole or in part, including, without limitation, the IP Rights, except as expressly authorized by us in writing. Furthermore, except as expressly provided herein, we do not grant you any express or implied rights whatsoever in or to KeyoPass Content and/or the IP Rights, and all such rights are retained by us in their entirety.

(d) **Widget Content Feeds**

The KeyoPass Group has the the right to make KeyoPass Content (referred to for this provision as "**Widget Feed Content**") available via KeyoPass Widget you may access and use the Widget Feed Content in order to access KeyoPass on your personal computer, website, or blog ("**Your KeyoPass**"), provided that (i) your use of the Widget Feed Content is for personal, non-commercial purposes only,

(ii) you attribute KeyoPass as the source of the Widget Feed Content by display of KeyoPass Widget link to KeyoPass, and (iii) you do not use or display the Widget Feed Content in any way that explicitly or implicitly suggests that The KeyoPass Group promotes or endorses any third party causes, ideas, websites, products or services, including, without limitation, your KeyoPass.

(e) **Other Procedures/Confidentiality/User Content and Your Content**

User Content (including User Content created by users who may be hired by The KeyoPass Group) does not reflect The KeyoPass Group's opinion, nor may it be used for endorsement of any third-party opinions, causes, ideas, websites, products or services. We reserve the right to screen, edit, remove, or reinstate User Content from time to time at our sole discretion for any reason, or no reason, and without notice to you. We have the right to, and shall, remove a review if we decide, in our sole discretion, that particular User Content violates our internal company policies. We do not guarantee any confidentiality with respect to any Content.

6. **Restrictions**

The KeyoPass Group shall enforce these Terms in our sole discretion, as no inaction on any breach, or alleged breach, of any Term hereunder shall be deemed a waiver of any such Term, or of our right to enforce our Terms. You may inform us if you believe another User has violated the Terms; however, we reserve the right to take any action in our sole discretion. The following restrictions apply to use of KeyoPass:

(a) **You agree not to do, nor will you assist, encourage, or enable others to use KeyoPass to do, the following:**

- (i) Violate the Content guidelines delineated in Section 5 above. for example, by writing a fake or defamatory review, trading reviews with other businesses, or compensating someone or being compensated to write or remove a review;
- (ii) Violate any third party's rights, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- (iii) Threaten, stalk, harm, or harass others, or promote bigotry or discrimination;

- (iv) Promote a business or other commercial venture or event, or otherwise use KeyoPass for commercial purposes, except in connection with a Business Account and as expressly permitted by The KeyoPass Group;
- (v) Send bulk emails, surveys, or other mass messaging, whether commercial in nature or not; engage in keyword spamming, or otherwise attempt to manipulate KeyoPass's search results or any third-party website;
- (vi) Solicit personal information from minors, or submit or transmit pornography; or
- (vii) Violate any applicable law.

(b) **You also agree not to, and will not assist, encourage, or enable others to:**

- (i) Violate these Terms;
- (ii) Modify, adapt, appropriate, reproduce, distribute, translate, create derivative works or adaptations of, publicly display, sell, trade, or in any way exploit KeyoPass or KeyoPass Content except as expressly authorized by The KeyoPass Group;
- (iii) Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index any portion of KeyoPass or any KeyoPass Content;
- (iv) Reverse engineer any portion of KeyoPass;
- (v) Remove or modify any copyright, trademark or other proprietary rights notice that appears on any portion of KeyoPass or on any materials printed or copied from KeyoPass;
- (vi) Record, process, or mine information about other users;
- (vii) Access, retrieve or index any portion of KeyoPass for purposes of constructing or populating a searchable database of business reviews;
- (viii) Reformat or frame any portion of KeyoPass;
- (ix) Take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on KeyoPass technology infrastructure or otherwise make excessive traffic demands of KeyoPass;

- (x) Attempt to gain unauthorized access to KeyoPass, user accounts, computer systems or networks connected to KeyoPass through hacking, password mining or any other means;
- (xi) Use KeyoPass or any KeyoPass Content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "**Viruses**");
- (xii) Use any device, software or routine that interferes with the proper working of KeyoPass, or otherwise attempt to interfere with the proper working of KeyoPass;
- (xiii) Use KeyoPass to violate the security of any computer network, decode/decipher passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, KeyoPass or KeyoPass Content; or
- (xiv) Remove, circumvent, disable, damage or otherwise interfere with any security-related features of KeyoPass, features that prevent or restrict the use or copying of KeyoPass Content or features that enforce limitations on the use of KeyoPass.

The restrictions above only apply to the extent permissible under applicable law. Nevertheless, you agree not to act contrary to these restrictions (even if permissible under applicable law) without providing thirty (30) days' prior written notice to us, together with any information that we may reasonably require to give us an opportunity, in our sole discretion, to provide alternative remedies or otherwise accommodate you.

7. Guidelines and Policies

(a) Content Guidelines

You represent that you have read and understood our Content Guidelines as delineated in Section 5 and 6.

(b) Privacy

You represent that you have read and understood our Privacy Policy Terms and Conditions. Note that we may disclose information about you to third parties if we have a good faith belief that such a disclosure is reasonably necessary to (i) take action regarding suspected illegal activities; (ii) enforce or apply our Terms and Privacy Policy; (iii) comply with legal process or other government inquiry,

such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; or (iv) protect our rights, reputation, and property, or that of our Users, affiliates, or the public. If you use KeyoPass outside of the United States, you consent to having your personal data transferred to and processed in the United States.

(c) **Tickets/Fees/Passes/Vouchers and Payment Refund Policy**

Please refer to The KeyoPass General Users, Activity/Tour Users provision 4 (f) above in accordance with our tickets/fees/passes/Vouchers and payment refund policy.

(d) **Data Processing Appendix**

You represent that you have read and understood our Data Processing Appendix attached hereto.

8. Suggestions and Improvements

By sending us any ideas or suggestions ("**Feedback**"), you agree that (i) your Feedback does not contain any third party confidential or proprietary information, (ii) we are under no obligation of confidentiality, express or implied, with respect to the Feedback, (iii) we may have certain KeyoPass improvements and/or projects similar to the Feedback already under consideration or in development, and therefore any such similarity is purely coincidental, and (iv) you grant us an irrevocable, non-exclusive, royalty-free, perpetual, worldwide license to use, modify, publish, distribute and sublicense the Feedback, and/or create and so use derivative works derived therefrom, and you irrevocably waive, and cause to be waived, against The KeyoPass Group and its Users any claims and assertions of any infringement upon, or violation of, any rights of privacy, or of any proprietary or moral, or analogous, rights contained in such Feedback.

9. Third-Party Sites

The KeyoPass Group may include links to other websites or applications (each, a "**Third-Party Site**"). We do not control, endorse or support in any way any Third-Party Site. You agree that we are not responsible for the availability or contents of such Third-Party Sites. Your use of Third-Party Sites is in your sole discretion and at your own risk.

Some of the services made available through KeyoPass may be subject to additional third party or open source licensing terms and disclosures.

10. Indemnity

You agree to indemnify, defend, and hold The KeyoPass Group, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each of them (collectively, the "**KeyoPass Entities**") harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable outside attorneys' fees and expenses) incurred by KeyoPass Entities arising out of or relating to (i) your access to or use of KeyoPass, (ii) your violation of the Terms, (iii) any products or services purchased or obtained by you in connection with KeyoPass, or (iv) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity. The KeyoPass Group reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify The KeyoPass Group and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of The KeyoPass Group. The KeyoPass Group will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it. In addition, you acknowledge that The KeyoPass Group is neither responsible for, guaranteeing the accuracy of user-generated Content.

11. Disclaimers and Limitations of Liability

PLEASE READ THIS SECTION CAREFULLY SINCE IT LIMITS THE LIABILITY OF THE KEYOPASS GROUP TO YOU. EACH OF THE SUBSECTIONS BELOW ONLY APPLIES UP TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. NOTHING HEREIN IS INTENDED TO LIMIT ANY RIGHTS YOU MAY HAVE WHICH MAY NOT BE LAWFULLY LIMITED. IF YOU ARE UNSURE ABOUT THIS OR ANY OTHER SECTION OF THESE TERMS, PLEASE CONSULT WITH A LEGAL PROFESSIONAL PRIOR TO ACCESSING OR USING KEYOPASS. BY ACCESSING OR USING KEYOPASS, YOU REPRESENT THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO THESE TERMS, INCLUDING THIS SECTION. YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY AGREEING TO THESE TERMS.

- (a) KEYOPASS IS MADE AVAILABLE TO YOU ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS, WITH THE EXPRESS UNDERSTANDING THAT THE KEYOPASS GROUP MAY NOT MONITOR,

CONTROL, OR VET USER CONTENT. AS SUCH, YOUR USE OF KEYOPASS IS AT YOUR OWN DISCRETION AND RISK. THE KEYOPASS GROUP MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY, ACCURACY, OR RELIABILITY OF KEYOPASS, ITS SAFETY OR SECURITY, OR CONTENT. ACCORDINGLY, THE KEYOPASS GROUP IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE, INCLUDING, WITHOUT LIMITATION, FROM (i) KEYOPASS'S INOPERABILITY, UNAVAILABILITY OR SECURITY VULNERABILITIES AND/OR (ii) FROM YOUR RELIANCE ON THE QUALITY, ACCURACY, OR RELIABILITY OF THE BUSINESS LISTINGS, RATINGS, REVIEWS, METRICS OR REVIEW FILTER FOUND ON, USED ON, OR MADE AVAILABLE THROUGH KEYOPASS, AND/OR (iii) ANY INJURIES, DAMAGES, OR LIABILITIES OF ANY KIND WHATSOEVER, SUFFERED AND/OR INCURRED BY YOU AS A RESULT OF YOUR USE OF ANY CULTURAL EXPERIENCE AND/OR TRAVEL EXPERIENCE, AND/OR IMPACT PRODUCTS, AND/OR REWARDS (iv) ANY LOSS OR DAMAGES AS A RESULT OF CULTURAL EXPERIENCES, AND/OR TRAVEL EXPERIENCES, AND/OR IMPACT PRODUCTS, AND/OR REWARDS SERVICES USED BY YOU THROUGH KEYOPASS.

- (b) THE KEYOPASS GROUP MAKES NO CLAIMS OR PROMISES WITH RESPECT TO ANY THIRD PARTY, SUCH AS THE BUSINESSES OR ADVERTISERS LISTED ON KEYOPASS OR KEYOPASS'S USERS. ACCORDINGLY, THE KEYOPASS GROUP IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM ITS ACTIONS OR OMISSIONS, INCLUDING, FOR EXAMPLE, IF ANOTHER USER OR BUSINESS MISUSES YOUR CONTENT, IDENTITY OR PERSONAL INFORMATION, OR IF YOU HAVE A NEGATIVE EXPERIENCE WITH ONE OF THE BUSINESSES OR ADVERTISERS LISTED OR FEATURED ON KEYOPASS. YOUR PURCHASE AND/OR DONATIONS AND USE OF PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH KEYOPASS IS AT YOUR OWN DISCRETION AND RISK.
- (c) THE KEYOPASS GROUP EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES AS TO THE PRODUCTS OR SERVICES OFFERED BY BUSINESSES LISTED ON KEYOPASS, AND IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED TO

YOU BY A REPRESENTATIVE OF ONE OF THE KEYOPASS ENTITIES SHALL CREATE A REPRESENTATION OR WARRANTY.

- (d) YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IN CASE OF DISSATISFACTION WITH KEYOPASS, RELATED SERVICES, OR ANY OTHER GRIEVANCE SHALL BE YOUR TERMINATION AND DISCONTINUATION OF ACCESS TO, OR USE OF KEYOPASS.
- (e) THE KEYOPASS GROUP'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH KEYOPASS OR THESE TERMS IS LIMITED TO THE LESSOR OF (i) THE AMOUNT PAID, IF ANY, BY YOU IN CONNECTION WITH KEYOPASS IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (ii) \$100.00 USD.
- (f) THE KEYOPASS GROUP DISCLAIMS LIABILITY FOR ANY (i) INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES, (ii) LOSS OF PROFITS, (iii) BUSINESS INTERRUPTION, (iv) REPUTATIONAL HARM, OR (v) LOSS OF INFORMATION OR DATA.

12. Copyright Dispute Resolution

The KeyoPass Group has adopted the following general policy toward copyright infringement in accordance with the Digital Millennium Copyright Act or DMCA (posted at <https://www.copyright.gov/legislation/dmca.pdf>). The address of The KeyoPass Group's Designated Agent to Receive Notification of Claimed Infringement ("**Designated Agent**") is listed at the end of this Section. It is The KeyoPass Group's policy to (1) block access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any of our advertisers, affiliates, content providers, members or users; and (2) remove and discontinue service to repeat offenders.

- (a) Procedure for Reporting Copyright Infringements: If you believe that material or content residing on or accessible through the Services infringes a copyright, please send a notice of copyright infringement containing the following information to the Designated Agent listed below:
 - (i) A physical or electronic signature of a person authorized to act on behalf of the owner of the copyright that has been allegedly infringed;

- (ii) Identification of works or materials being infringed;
 - (iii) Identification of the material that is claimed to be infringing including information regarding the location of the infringing materials that the copyright owner seeks to have removed, with sufficient detail so that The KeyoPass Group is capable of finding and verifying its existence;
 - (iv) Contact information about the notifier including address, telephone number and, if available, email address;
 - (v) A statement that the notifier has a good faith belief that the material identified in (3) is not authorized by the copyright owner, its agent, or the law; and
 - (vi) A statement made under penalty of perjury that the information provided is accurate and the notifying party is authorized to make the complaint on behalf of the copyright owner.
- (b) Once Proper Bona Fide Infringement Notification is Received by the Designated Agent: It is The KeyoPass Group's policy:
- (i) to remove or disable access to the infringing material;
 - (ii) to notify the content provider, member or user that it has removed or disabled access to the material; and
 - (iii) that repeat offenders will have the infringing material removed from the system and that The KeyoPass Group will terminate such content provider's, member's or user's access to the Services.
- (c) Procedure to Supply a Counter-Notice to the Designated Agent: if the content provider, member or user believes that the material that was removed (or to which access was disabled) is not infringing, or the content provider, member or user believes that it has the right to post and use such material from the copyright owner, the copyright owner's agent, or, pursuant to the law, the content provider, member, or user, must send a counter-notice containing the following information to the Designated Agent listed below:
- (i) A physical or electronic signature of the content provider, member or user;
 - (ii) Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled;

- (iii) A statement that the content provider, member or user has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material; and
 - (iv) Content provider's, member's or user's name, address, telephone number, and, if available, email address, and a statement that such person or entity consents to the jurisdiction of the Federal Court for the judicial district in which the content provider's, member's or user's address is located, or, if the content provider's, member's or user's address is located outside the United States, for any judicial district in which The KeyoPass Group is located, and that such person or entity will accept service of process from the person who provided notification of the alleged infringement.
- (d) If a counter-notice is received by the Designated Agent, The KeyoPass Group may send a copy of the counter-notice to the original complaining party informing that person that The KeyoPass Group may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed material may be replaced or access to it restored in 10 to 14 business days or more after receipt of the counter-notice, at The KeyoPass Group's sole discretion. Please contact The KeyoPass Group's Designated Agent to Receive Notification of Claimed Infringement at info@keyopass.com.

13. Choice of Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflict of laws provisions thereof. In the event of any dispute or claim arising from or relating to the subject matter of this Agreement, the parties shall first attempt to resolve such dispute or claim through voluntary mediation for a period of thirty (30) days, provided, however, that if any such dispute or claim is not so resolved, then such dispute or claim shall be finally settled by arbitration in Dover, Delaware, using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a

court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. For all purposes of this Agreement, the parties consent to exclusive jurisdiction and venue in the United States Federal Courts located in Dover, Delaware.

14. Termination

- (a) You may terminate your use of KeyoPass at any time by closing your account, discontinuing your use of KeyoPass, and providing The KeyoPass Group with a notice of termination. Please review our Privacy Policy for information about what we do with your account when terminated.
- (b) We may close your account, suspend your ability to use certain portions of the KeyoPass, and/or ban you altogether from KeyoPass for any or no reason, and without notice or liability of any kind. Any such action could prevent you from accessing your account, KeyoPass, KeyoPass Content, or any other related information.
- (c) In the event of any such termination, whether by you or us, Sections 1, 5, 6, 9–14 will continue in full force and effect, including our right to use our Content as detailed in Section 5.

15. General Terms

- (a) The KeyoPass Group reserves the right to modify, update, or discontinue KeyoPass at our sole discretion, at any time, for any or no reason, and without notice or liability.
- (b) The KeyoPass Group may provide you with notices, including those regarding changes to the Terms by email, regular mail or communications through KeyoPass.
- (c) Except as otherwise stated in Section 10, 11, 12, 13 and 14 above, nothing herein is intended, nor will be deemed, to confer rights or remedies upon any third party.
- (e) The Terms contain the entire agreement between you and us regarding the use of the KeyoPass, and supersede any prior oral or written agreement between you and us on such subject matter. The parties acknowledge that no reliance is placed on any representation made but not expressly contained in these Terms.
- (f) Any failure on The KeyoPass Group's part to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision.

The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any other rights hereunder.

- (g) If any provision of the Terms is found to be unenforceable or invalid, then only that provision shall be modified to reflect the parties' intention or eliminated to the minimum extent necessary so that the Terms shall otherwise remain in full force and effect and enforceable.
- (h) The Terms, and any rights or obligations hereunder, are not assignable, transferable or sub-licensable by you except with The KeyoPass Group's prior written consent but may be assigned or transferred by us without restriction. Any attempted assignment by you shall violate these Terms and be void ab initio.
- (h) The section titles in the Terms are for convenience only and have no legal or contractual effect.

KEYOPASS™

PRIVACY POLICY ADDENDUM

TERMS AND CONDITIONS

These Privacy Policy Terms and Conditions (collectively the "**PP Terms**") have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these PP Terms in connection with KEYOPASS™, which is owned and/or controlled by Visionaire LLC, a Delaware corporation, which includes, for purposes of these PP Terms, without limitation, Visionaire LLC, d/b/a KeyoPass (collectively referred to herein as "**The KeyoPass Group**"). All such websites, mobile applications and/or communication devices shall now be referred to herein as "**KeyoPass**". By accessing or using KeyoPass, you are agreeing to these PP Terms, and accepting a legally-binding agreement with The KeyoPass Group. Do not access or use KeyoPass if you do not agree to be bound by the PP Terms as outlined below.

Last Updated on June 19, 2018, these PP Terms are effective immediately for users registering for personal accounts after that date and will become effective as May 15, 2020 for pre-existing users.

This Privacy Policy describes our policies on the collection, use, and disclosure of your information in connection with your use of KeyoPass. The terms "**we**" and "**us**" refer to The KeyoPass Group.

When you use KeyoPass you consent to our collection, use, and disclosure of your information as described in this Privacy Policy.

1. Information You Submit

We may store the information you submit to or through KeyoPass. We use the information to fulfill your requests, provide KeyoPass functionality, improve KeyoPass quality, personalize the user experience, display relevant advertising, provide customer support, message you, back up our systems, allow for disaster recovery, and comply with legal obligations. Among the information you submit to or through KeyoPass, please note:

(a) **Account Registration:**

You must provide your name, your email account, your home city in order to sign up for an Account on the KeyoPass. In addition, you may provide us with your full name, gender, and birth date. When you sign up for any KeyoPass account,

we opt you in to receive emails from other KeyoPass users, business owners, and KeyoPass by default. You can manage your email and modify some of the information associated with your account. Note that you cannot opt-out of receiving required administrative or legal notices. If you feel that an unauthorized account has been created depicting you or your likeness, you can request its removal.

(b) **Public Content:**

All KeyoPass Content, including the following, without limitation, User Content, and all KeyoPass Content [i.e., rankings, reviews, tips, photos, likes, friends, lists, compliments, account profile (including your gender, first name and last initial, but excluding your other account registration information), and other content you post to KeyoPass] is meant for public consumption, including, without limitation, the names and profiles of celebrities, restaurants, and chefs. We may display this content on KeyoPass, and further distribute it to a wider audience through Third-Party Sites and services.

(c) **Contacts:**

You can invite your friends and followers (e.g., from social media sites like Twitter and Facebook) to join KeyoPass (i) by using KeyoPass information so that they can join directly, or (ii) by providing The KeyoPass Group with your address book contact information from your computer, mobile device, or from any other Third-Party Sites like Facebook, so that KeyoPass can then invite any such friends and followers. If you invite a friend to join and connect with you on KeyoPass, we may use and store your friends' contact information long enough to process your requests.

2. **Messages**

If you exchange messages with others through KeyoPass, we may store these messages in order to deliver them and allow you to manage them. If you send information from KeyoPass to your phone via SMS text message, we may log your phone number, phone carrier, and the date and time that the message was processed. Carriers may charge recipients for texts that they receive. For more information on controlling your personal data, please see Sections 4 and 5, below.

3. **Cookies and Other Information KeyoPass Collects**

In addition to the information you submit to or through KeyoPass, we also collect and store information from and about you in the course of your use of KeyoPass. We use this

information to analyze and track user behavior, personalize your experience, associate it with other information about you, provide the functionality and improve the quality of KeyoPass, help comply with legal obligations, and may use it to display relevant advertising. We collect this information in a couple of different ways as follows:

(a) **Cookies:**

We may use cookies, web beacons, local shared objects (sometimes called "flash cookies"), and similar technology in connection with your use of KeyoPass ("Cookies"). Cookies are small data files that may have unique identifiers, and reside, among other places, on your computer or mobile device, in emails we send to you, and on our web pages. Cookies may transmit information about you and your use of KeyoPass, such as your browser type, search preferences, data relating to advertisements that have been displayed to you or that you have clicked on, and the date and time of your use. You can disable some (but not all) Cookies in your device or browser settings but doing so may affect your ability to use KeyoPass.

(b) **Server Logs:**

Our servers log information about your use of KeyoPass, such as your search activity, the pages you view, the date and time of your visit, and the businesses you call using our mobile applications. Our servers also log information that your computer or mobile device provides to us in connection with your use of KeyoPass, such as your browser type, browser language, IP address, mobile carrier, unique device identifier, location, and requested and referring URLs. You may be able to adjust the settings on your computer or mobile device to limit the information it shares with us.

4. **Third Parties**

(a) **Private:**

We do not rent, share, sell or trade personally identifiable information with third parties for their direct marketing purposes.

(b) **Note the following:**

- (i) **Service Providers:** Some of the services that are offered through KeyoPass are provided by third-party providers, like Local Experiences, Cultural Experiences, food delivery, and the like. We also outsource some of our own functions to third-party providers, such as technical and customer support,

tracking and reporting functions, quality assurance testing, payment processing functions, and other services. We may share information from or about you with these third-party providers so that they can perform their services or complete your requests.

- (ii) **Aggregate Information:** We may share user information in the aggregate with third parties, such as advertisers and content distributors. For example, we may disclose the number of users that have been exposed to, or clicked on, advertisements.
- (iii) **Business Transfers:** We may share information from or about you with subsidiaries, joint ventures, or other companies under common control, in which case we will require them to honor this Privacy Policy. If another company acquires The KeyoPass Group or all or substantially all of our assets, that company will possess the same information, and will assume the rights and obligations with respect to that information as described in this Privacy Policy.
- (iv) **Investigations:** We may investigate and disclose information from or about you if we have a good faith belief that such investigation or disclosure is (a) reasonably necessary to comply with legal process and law enforcement instructions and orders, such as a search warrant, subpoena, statute, judicial proceeding, or other legal process served on us; (b) helpful to prevent, investigate, or identify possible wrongdoing in connection with KeyoPass; or (c) protect our rights, reputation, property, or that of our users' affiliates, or the public.
- (v) **Links:** KeyoPass may contain links to unaffiliated third-party websites. Except as set forth herein, we do not share your personal information with them, and are not responsible for their privacy practices. We suggest you read the privacy policies on all such third-party websites.
- (vi) **Facebook, Instagram, WhatsApp and Twitter:** If you are logged into Facebook, and you access but are not logged into KeyoPass, we may receive information from Facebook to make it easier for you to create an account on KeyoPass and show you relevant content from your Facebook friends. This information personalizes your experience and helps you create a KeyoPass account. You can also connect your KeyoPass account to your accounts on third-party services like Facebook, Twitter, WhatsApp and/or Instagram, in which case we may collect and store information identifying your account with the third-party service. We use the information to help you connect and

share public content with your friends and followers. You can manage these settings.

5. Controlling Your Personal Data

Other users may be able to identify you, or associate you with your User account if you include personal information in your Public Content. You can reduce the risk of being personally identified by using KeyoPass pseudonymously, though doing so could detract from the credibility of your contributions to KeyoPass. Users may be able to use the Member Search feature to find one another based on their names or email addresses. Please also note that the messages you send or receive using KeyoPass are only private to the extent that you and the sender/recipient keep them private. For example, we do not have any control over whether a recipient of one of your personal messages publicly posts it or its contents.

6. Data Retention and Account Termination

If you terminate your account, we may continue to show some of your content in an anonymized form. We may also keep personal information in our active systems for a period of 5 years (or longer if required by law) in order to ensure our ability to satisfy the authorized uses under this Privacy Policy. For example, we may use retained data to prevent, investigate, or identify possible wrongdoing in connection with KeyoPass or to comply with legal obligations. Please also note that information may exist in backup storage even after it has been removed from our active databases. If you are terminating a business account, the personal information associated with your account will be removed according to the terms of this Policy. However, your business listing will remain visible, including consumer reviews about your business.

We will respond to requests relating to personal data sent from within the European Union according to the procedures mandated by the member state from where the request is sent. You will receive a response to your request within 30 days.

7. Children

The KeyoPass is intended for general audiences and is not directed to children under 13. We do not knowingly collect personal information from children under 13. If you become aware that a child has provided us with personal information without parental consent, please contact us. If we become aware that a child under 13 has provided us with personal information without parental consent, we take steps to remove such information and terminate the child's account.

8. Security

We follow generally accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it. No method of transmission over the Internet or via mobile device, or method of electronic storage, is 100% secure, however. Therefore, while we strive to use commercially acceptable means to protect your personal information, we cannot guarantee its absolute security.

9. Dispute Resolution

If you believe that KeyoPass has not adhered to this Privacy Policy, you may contact The KeyoPass Group at info@keyopass.com.

10. Modifications to This Privacy Policy

We may revise this Privacy Policy from time to time. The most current version of the Privacy Policy will govern our use of your information and will be located. If we make material changes to this Privacy Policy, we will notify you by email or by posting a notice on KeyoPass prior to the effective date of the changes. By continuing to access or use KeyoPass after those changes become effective, you agree to be bound by the revised Privacy Policy.

DATA PROCESSING APPENDIX

This Data Processing Appendix (“**DPA**”) is entered into as of the Effective Date and is an appendix to The KeyoPass Group’s PP Terms (defined above), or other agreement by and between: (1) **The KeyoPass Group** and/or KeyoPass Affiliates (defined below); and/or (2) the undersigned customer of KeyoPass and/or any KeyoPass Affiliates (“**Customer**”) for “**DP Services**” (defined below) provided by KeyoPass and/or any KeyoPass Affiliates (the “**Agreement**”) to reflect the parties’ agreement with regard to the “**Processing of Personal Data**” (defined below). Each Customer, The KeyoPass Group and any KeyoPass Affiliate that is party to the Agreement may be referred to herein as a “**party**” and together as the “**parties.**”

Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws, in the name and on behalf of its “**Customer Affiliates**” (defined below), if and to the extent The KeyoPass Group and/or any KeyoPass Affiliate Processes Personal Data for which such Customer Affiliates qualify as a Data Controller. For the purposes of this DPA **only**, and except where indicated otherwise, the term “**Customer**” shall include Customer and Customer Affiliates and the term “**The KeyoPass Group**” shall include KeyoPass and KeyoPass Affiliates.

In the course of providing the DP Services to Customer pursuant to the Agreement, The KeyoPass Group may Process Personal Data on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA

Customer will be deemed to have agreed to the Agreement and this DPA if continuing to use the DP Services on or after May 15, 2020. You may countersign this DPA for your own records by following the steps below:

1. This DPA consists of two parts: the main body of the DPA and Annex 1.
2. By using KeyoPass, each Customer agrees and acknowledges that it accepts the terms and conditions of this DPA.

HOW THIS DPA APPLIES

If a Customer entity agreeing to this DPA is a party to the Agreement, this DPA is an appendix to and forms part of the Agreement. In such case. The KeyoPass Group is party to this DPA.

If a Customer entity agreeing to this DPA is not a party to the Agreement, this DPA is not valid and is not legally binding. Such Customer entity should request that the Customer who is a party to the Agreement executes this DPA.

This DPA shall not replace any comparable or additional rights relating to the Processing of KeyoPass's data contained in the Agreement (including any existing data processing appendix to the Agreement).

DATA PROCESSING TERMS

1. DEFINITIONS

1.1. In this DPA the following terms shall have the meanings set out in this Paragraph 1.1, unless expressly stated otherwise:

- (a) “**Appendix Effective Date**” means (a) May 15, 2020, if Customer clicked to accept or the parties otherwise agreed to this DPA in respect of the applicable Agreement prior to or on such date; or (b) the date on which Customer clicked to accept or the parties otherwise agreed to this DPA in respect of the applicable Agreement, if such date is after May 15, 2020.
- (b) “**Adequate Country**” means a country or territory outside the European Economic Area that the European Commission has deemed to provide an adequate level of protection for Personal Data pursuant to a decision made in accordance Article 45(1) of the GDPR.
- (c) “**KeyoPass Affiliates**” means any companies which are controlled by The KeyoPass Group, which control KeyoPass or which are under common control with The KeyoPass Group and are Data Processors of any Customer Personal Data. For these purposes, “**control**” and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (d) “**Anonymised Data**” means any Personal Data (including Customer Personal Data), which has been anonymized such that the Data Subject to whom it relates cannot be identified, directly or indirectly, by The KeyoPass Group, a KeyoPass Affiliate or any other party reasonably likely to receive or access that anonymized Personal Data.
- (e) “**Business Day**” means any day which is not a Saturday, Sunday or public holiday, and on which the banks are open for business, in San Francisco, California.

- (f) “**Cessation Date**” has the meaning given in Paragraph 9.1.
- (g) “**Controller Data**” means any Personal Data which The KeyoPass Group independently collects from a Data Subject or a third party for Processing or other legitimate business purposes in connection with The KeyoPass Group providing certain services to the Data Subject.
- (h) “**Customer Affiliates**” means any companies which are controlled by Customer, which control Customer, or which are under common control with Customer and either: (i) are Data Controllers of any Customer Personal Data; and/or (ii) on whose behalf The KeyoPass Group, a KeyoPass Affiliate and/or any Subprocessor otherwise processes any Customer Personal Data. For these purposes, “control” and its derivatives mean to hold, directly or indirectly, more than 50% of the respective shares with voting rights.
- (i) “**Customer Personal Data**” means any Personal Data Processed by or on behalf of The KeyoPass Group on behalf of Customer under the Agreement excluding any Controller Data.
- (j) “**Data Protection Laws**” means the EU General Data Protection Regulation 2016/679 (the “**GDPR**”) and to the extent the GDPR is no longer applicable in the United Kingdom, any implementing legislation or legislation having equivalent effect in the United Kingdom (references to “**Articles**” or “**Chapters**” of the GDPR shall be construed accordingly).
- (k) “**Data Subject Request**” means the exercise by Data Subjects of their rights under, and in accordance with, Chapter III of the GDPR.
- (l) “**Data Subject**” means the identified or identifiable natural person located in the European Economic Area to whom Customer Personal Data relates.
- (m) “**Delete**” means to remove or obliterate Personal Data such that it cannot be recovered or reconstructed, and “**Deletion**” shall be construed accordingly.
- (n) “**Personnel**” means a person’s employees, agents, consultants or contractors.
- (o) “**Post-cessation Storage Period**” has the meaning given in Paragraph 9.2.
- (p) “**Restricted Country**” means a country or territory outside the European Economic Area that is not an Adequate Country.
- (q) “**Restricted Transfer**” means: (i) a transfer of Customer Personal Data from Customer to The KeyoPass Group in a Restricted Country; or (ii) an onward transfer of Customer Personal Data from The KeyoPass Group to a Subprocessor in a Restricted Country, (in each case) where such transfer would be prohibited

by Data Protection Laws without a legal basis therefor under Chapter V of the GDPR.

- (r) “**DP Services**” means those services and activities to be supplied to or carried out by or on behalf of The KeyoPass Group and/or KeyoPass Affiliates for Customer pursuant to the Agreement.
- (s) “**Standard Contractual Clauses**” means the standard contractual clauses issued by the European Commission (from time-to-time) for the transfer of Personal Data from Data Controllers established inside the European Economic Area to Data Processors established in Restricted Countries.
- (t) “**Subprocessor**” means any third party appointed by or on behalf of The KeyoPass Group and/or KeyoPass Affiliates to Process Customer Personal Data.

1.2. In this DPA:

- (a) the terms, “**Data Controller**”, “**Data Processor**”, “**Personal Data**”, “**Personal Data Breach**”, “**Process**” (and its derivatives) and “**Supervisory Authority**” shall have the meaning ascribed to the corresponding terms in the Data Protection Laws;
- (b) unless otherwise defined in this DPA, all capitalized terms shall have the meaning given to them in the Agreement; and
- (c) any reference to any statute, regulation or other legislation in this DPA shall be construed as meaning such statute, regulation or other legislation, together with any applicable judicial or administrative interpretation thereof (including any binding guidance, guidelines, codes of practice, approved codes of conduct or approved certification mechanisms issued by any relevant Supervisory Authority).

2. **PROCESSING OF CUSTOMER PERSONAL DATA**

2.1. In respect of Customer Personal Data, the parties acknowledge that:

- (a) The KeyoPass Group acts as a Data Processor; and
- (b) Customer acts as the Data Controller.

2.2. The KeyoPass Group shall:

- (a) comply with all applicable Data Protection Laws in Processing Customer Personal Data; and
- (b) not Process Customer Personal Data other than:
 - (i) on Customer’s instructions (subject always to Paragraph 2.9); and
 - (ii) as required by applicable laws.

- 2.3. [Intentionally Omitted]
- 2.4. Customer instructs The KeyoPass Group to Process Customer Personal Data as necessary:
- (a) to provide the DP Services to Customer; and
 - (b) to perform The KeyoPass Group's obligations and exercise The KeyoPass Group's rights under the Agreement.
- 2.5. Annex 1 (Data Processing Details) sets out certain information regarding The KeyoPass Group's Processing of Customer Personal Data as required by Article 28(3) of the GDPR.
- 2.5. Customer may amend Annex 1 (*Data Processing Details*) on written notice to The KeyoPass Group from time to time as Customer reasonably considers necessary to meet any applicable requirements of Data Protection Laws.
- 2.7. Nothing in Annex 1 (*Data Processing Details*) (including as amended pursuant to Paragraph 2.6) confers any right or imposes any obligation on any party to this DPA.
- 2.8. Where The KeyoPass Group receives an instruction from Customer that, in its reasonable opinion, infringes the GDPR, The KeyoPass Group shall inform Customer.
- 2.9. Customer acknowledges and agrees that any instructions issued by Customer with regards to the Processing of Customer Personal Data by or on behalf of The KeyoPass Group pursuant to or in connection with the Agreement:
- (a) shall be strictly required for the sole purpose of ensuring compliance with Data Protection Laws; and
 - (b) (without limitation to the generality of Paragraph 2.7) shall not relate to the scope of, or otherwise materially change, the DP Services to be provided by The KeyoPass Group under the Agreement.
- 2.10. Notwithstanding anything to the contrary herein, The KeyoPass Group may terminate the Agreement in its entirety upon written notice to Customer with immediate effect if The KeyoPass Group considers (in its reasonable discretion) that:
- (a) it is unable to adhere to, perform or implement any instructions issued by Customer due to the technical limitations of its systems, equipment and/or facilities; and/or
 - (b) to adhere to, perform or implement any such instructions would require disproportionate effort (whether in terms of time, cost, available technology, manpower or otherwise).

For the avoidance of doubt, this Paragraph 2.10 does not refer to the instructions set out in Paragraph 2.4.

- 2.11. Customer represents and warrants on an ongoing basis that, for the purposes of Article 6 of the GDPR, there is, and will be throughout the term of the Agreement, a valid legal basis for the Processing by The KeyoPass Group of Customer Personal Data in accordance with this DPA and the Agreement (including, any and all instructions issued by Customer from time to time in respect of such Processing).

3. **KEYOPASS PERSONNEL**

- 3.1. The KeyoPass Group shall take reasonable steps to ensure the reliability of any KeyoPass Personnel who Process Customer Personal Data, ensuring that all such individuals are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.

4. **SECURITY**

- 4.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons, The KeyoPass Group shall in relation to Customer Personal Data implement appropriate technical and organizational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1) of the GDPR.
- 4.2. In assessing the appropriate level of security, The KeyoPass Group shall take account in particular of the risks presented by the Processing, in particular from a Personal Data Breach.

5. **SUBPROCESSING**

- 5.1. Customer authorizes The KeyoPass Group to appoint Subprocessors in accordance with this Paragraph 5.
- 5.2. The KeyoPass Group may continue to use those Subprocessors already engaged by The KeyoPass Group as at the date of this DPA, subject to The KeyoPass Group meeting within a reasonable timeframe (or having already met) the obligations set out in Paragraph 5.4.
- 5.3. The KeyoPass Group shall give Customer prior written notice of the appointment of any new Subprocessor, including reasonable details of the Processing to be undertaken by the Subprocessor. If, within ten business days of receipt of that notice, Customer notifies The KeyoPass Group in writing of any objections (on reasonable grounds) to the proposed appointment:

- (a) The KeyoPass Group shall use reasonable efforts to make available a commercially reasonable change in the provision of the DP Services which avoids the use of that proposed Subprocessor; and
- (b) where:
 - (i) such a change cannot be made within thirty days from The KeyoPass Group receipt of Customer's notice;
 - (ii) no commercially reasonable change is available; and/or
 - (iii) Customer declines to bear the cost of the proposed change, either party may by written notice to the other party with immediate effect terminate the Agreement either in whole or to the extent that it relates to the DP Services which require the use of the proposed Subprocessor.

5.4. With respect to each Subprocessor, The KeyoPass Group shall ensure that the arrangement between The KeyoPass Group and the Subprocessor is governed by a written contract including terms which offer at least an equivalent level of protection for Customer Personal Data as those set out in this DPA (including those set out in Paragraph 4).

6. **DATA SUBJECT RIGHTS**

6.1. Taking into account the nature of the Processing, The KeyoPass Group shall provide Customer with such assistance as may be reasonably necessary and technically possible in the circumstances, to assist Customer in fulfilling its obligation to respond to Data Subject Requests.

6.2. The KeyoPass Group shall:

- (a) promptly notify Customer if The KeyoPass Group receives a Data Subject Request; and
- (b) ensure that The KeyoPass Group does not respond to any Data Subject Request except on the written instructions of Customer (and in such circumstances, at Customer's cost) or as required by applicable laws, in which case The KeyoPass Group shall to the extent permitted by applicable laws inform Customer of that legal requirement before The KeyoPass Group responds to the Data Subject Request.

7. **PERSONAL DATA BREACH**

7.1. The KeyoPass shall notify Customer without undue delay upon The KeyoPass Group becoming Group aware of a Personal Data Breach affecting Customer Personal Data, providing Customer with sufficient information (insofar as such information is, at such

time, within KeyoPass's possession) to allow Customer to meet any obligations under Data Protection Laws to report the Personal Data Breach to:

- (a) affected Data Subjects; or
- (b) the relevant Supervisory Authority(ies) (as may be determined in accordance with the Data Protection Laws).

7.2. The KeyoPass Group shall cooperate with Customer and take such reasonable commercial steps as may be directed by Customer to assist in the investigation, mitigation and remediation of each such Personal Data Breach.

8. **DATA PROTECTION IMPACT ASSESSMENT AND PRIOR CONSULTATION**

8.1. KeyoPass shall provide reasonable assistance to Customer, at Customer's cost, with any data protection impact assessments, and prior consultations with Supervisory Authorities (as defined in the GDPR), which Customer reasonably considers to be required of Customer by Article 35 or Article 36 of the GDPR, in each case solely in relation to Processing of Customer Personal Data by and taking into account the nature of the Processing by, and information available to, The KeyoPass Group.

9. **DELETION OR RETURN OBLIGATIONS**

9.1. Subject to Paragraphs 9.2 and 9.5, upon the date of cessation of any DP Services involving the Processing of Customer Personal Data (the "**Cessation Date**"), The KeyoPass Group shall immediately cease all Processing of the Customer Personal Data for any purpose other than for storage.

9.2. Subject to Paragraph 9.5, to the extent technically possible in the circumstances (as determined in The KeyoPass Group's sole discretion), on written request to The KeyoPass Group (to be made no later than twenty days after the Cessation Date (the "**Post-cessation Storage Period**")), The KeyoPass Group shall either (at The KeyoPass Group's option):

- (a) return a complete copy of all Customer Personal Data within The KeyoPass Group's possession to Customer by secure file transfer, promptly following which The KeyoPass Group shall Delete all other copies of such Customer Personal Data; or
- (b) Delete all Customer Personal Data then within The KeyoPass Group's possession.

9.3. The KeyoPass Group shall comply with any written request made pursuant to Paragraph 9.2 within thirty days of the Cessation Date.

9.4. In the event that during the Post-cessation Storage Period, Customer does not instruct The KeyoPass Group in writing to either Delete or return the Customer Personal Data pursuant to Paragraph 9.2, The KeyoPass Group shall promptly after the expiry of the Post-cessation Storage Period either (at its option):

- (a) Delete; or
- (b) irreversibly render Anonymised Data,

all Customer Personal Data then within The KeyoPass Group's possession to the fullest extent technically possible in the circumstances.

9.5. The KeyoPass Group and any Subprocessor may retain Customer Personal Data where required by applicable law, for such period as may be required by such applicable law, provided that The KeyoPass Group and any such Subprocessor shall ensure:

- (a) the confidentiality of all such Customer Personal Data; and
- (b) that such Customer Personal Data is only Processed as necessary for the purpose(s) specified in the applicable law requiring its storage and for no other purpose.

9.6. If requested by Customer, The KeyoPass Group shall provide written certification to Customer that it has fully complied with its obligations under this Paragraph 9 without undue delay.

10. **AUDIT RIGHTS**

10.1. The KeyoPass Group shall make available to Customer on request such information as The KeyoPass Group (acting reasonably) considers appropriate in the circumstances to demonstrate its compliance with this DPA.

10.2. Subject to Paragraphs 10.3 and 10.4, in the event that Customer (acting reasonably) is able to provide documentary evidence that the information made available by The KeyoPass Group pursuant to Paragraph 10.1 is not sufficient in the circumstances to demonstrate The KeyoPass Group's compliance with this DPA, The KeyoPass Group shall allow for and contribute to audits, including on-premise inspections, by Customer or an auditor mandated by Customer in relation to the Processing of the Customer Personal Data by The KeyoPass Group.

10.3. Customer shall give The KeyoPass Group reasonable notice of any audit or inspection to be conducted under Paragraph 10.1 (which shall in no event be less than fifteen Business Days' notice unless required by a Supervisory Authority pursuant to Paragraph 10.4(f)) and shall use its best efforts (and ensure that each of its mandated auditors uses its best efforts) to avoid causing, and hereby indemnifies The KeyoPass Group in respect of, any damage, injury or disruption to The KeyoPass Group's premises, equipment, Personnel,

data, and business (including any interference with the confidentiality or security of the data of The KeyoPass Group's other customers or the availability of The KeyoPass Group's services to such other customers) while its Personnel and/or its auditor's Personnel (if applicable) are on those premises in the course of any on-premise inspection.

10.4. The KeyoPass Group need not give access to its premises for the purposes of such an audit or inspection:

- (a) to any individual unless he or she produces reasonable evidence of their identity and authority;
- (b) to any auditor whom The KeyoPass Group has not given its prior written approval (not to be unreasonably withheld);
- (c) unless the auditor enters into a non-disclosure agreement with The KeyoPass Group on terms acceptable to The KeyoPass Group;
- (d) where, and to the extent that, The KeyoPass Group considers, acting reasonably, that to do so would result in interference with the confidentiality or security of the data of The KeyoPass Group's other customers or the availability of The KeyoPass Group's services to such other customers;
- (e) outside normal business hours at those premises; or
- (f) on more than one occasion in any calendar year during the term of the Agreement, except for any additional audits or inspections which Customer is required to carry out by Data Protection Law or a Supervisory Authority, where Customer has identified the relevant requirement in its notice to The KeyoPass Group of the audit or inspection.

10.5. The parties shall discuss and agree upon the costs, scope, timing, and duration of any inspection or audit to be carried out by or on behalf of Customer pursuant to Paragraph 10.2 in advance of such inspection or audit and, unless otherwise agreed in writing between the parties, Customer shall bear any third party costs in connection with such inspection or audit and reimburse The KeyoPass Group for all costs incurred by The KeyoPass Group and time spent by The KeyoPass Group (at The KeyoPass Group's then-current professional services rates) in connection with any such inspection or audit.

11. **RESTRICTED TRANSFERS**

11.1. Subject to Paragraph 11.3, to the extent that any Processing by either The KeyoPass Group or any Subprocessor of Customer Personal Data involves a Restricted Transfer, the parties agree that:

- (a) Customer – as “data exporter”; and

- (b) The KeyoPass Group or Subprocessor (as applicable) – as “data importer”, shall enter into the Standard Contractual Clauses in respect of that Restricted Transfer and the associated Processing in accordance with Paragraph 11.3.

11.2. In respect of any Standard Contractual Clauses entered into pursuant to Paragraph 11.1:

- (a) Clause 9 of such Standard Contractual Clauses shall be populated as follows:

“The Clauses shall be governed by the law of the Member State in which the data exporter is established.”

- (b) Clause 11(3) of such Standard Contractual Clauses shall be populated as follows:

“The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.”

- (c) Appendix 1 to such Standard Contractual Clauses shall be populated with the corresponding information set out in Annex 1 (Data Processing Details); and

- (d) Appendix 2 to such Standard Contractual Clauses shall be populated as follows:

“The technical and organizational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) are those established and maintained under Paragraph 4 of the DPA.”

11.3. The Standard Contractual Clauses shall be deemed to come into effect under Paragraph 11.1 automatically upon the commencement of the relevant Restricted Transfer **provided that** Paragraph 11.1 shall not apply to a Restricted Transfer unless its effect is to allow the relevant Restricted Transfer and the associated Processing to take place without breach of applicable Data Protection Laws.

12. ANONYMOUS DATA

12.1. Customer acknowledges and agrees that The KeyoPass Group shall be freely able to use and disclose Anonymised Data for The KeyoPass Group’s own business purposes without restriction.

13. CONTROLLER DATA

13.1. Customer acknowledges and agrees that (as between the parties) The KeyoPass Group shall be freely able to use and disclose (without restriction) the Controller Data for any such purposes as The KeyoPass Group may in its sole discretion determine.

13.2. To the extent that any Controller Data constitutes Personal Data for the purposes of the Data Protection Laws, The KeyoPass Group:

- (a) shall be an independent Data Controller in respect of such Controller Data;
- (b) may independently determine the purposes and means of its Processing of such Controller Data.

14. **ORDER OF PRECEDENCE**

14.1. This DPA shall be incorporated into and form part of the Agreement.

14.2. In the event of any conflict or inconsistency between:

- (a) this DPA and the Agreement, this DPA shall prevail; or
- (b) any Standard Contractual Clauses entered into pursuant to Paragraph 11 and this DPA, those Standard Contractual Clauses shall prevail.

Annex 1 Data Processing Details

This Annex 1 to the DPA includes certain details of the Processing of Customer Personal Data: as required by Article 28(3) GDPR; and (where applicable in accordance with Paragraph 12) to populate Appendix 1 to the Standard Contractual Clauses.

The nature and purpose of the Processing of Customer Personal Data

The KeyoPass Group will Process Customer Personal Data as necessary to perform the DP Services pursuant to the Agreement and as further instructed by Customer in its use of the DP Services.

Subject matter and duration of the Processing of Customer Personal Data

The subject matter and duration of the Processing of the Customer Personal Data are set out in the Agreement and the DPA.

The categories of Data Subjects to whom the Customer Personal Data relates

Customer may submit Personal Data to the DP Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, prospective employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's users authorized by Customer to use the DP Services

The types of Customer Personal Data to be Processed

Personal Data

Customer may submit Personal Data to the DP Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

Names, titles, position, employer, contact information (email, phone, fax, physical address etc.), identification data, professional life data, personal life data, connection data, investment data, banking data or localization data (including IP addresses).

Special Categories of Personal Data (if any)

Customer may submit special categories of Personal Data to the DP Services, the extent of which is determined and controlled by Customer in its sole discretion. Such special categories of Personal Data include, but may not be limited to, Personal Data with information revealing racial or ethnic origins, political opinions, religious or philosophical beliefs, trade-union membership, and the processing of data concerning an individual's health or gender.

The obligations and rights of Customer

The obligations and rights of Customer are set out in the Agreement and the DPA.

KEYOPASS™

REFUND POLICY ADDENDUM

TERMS AND CONDITIONS

These tickets/fees/passes/vouchers (collectively “**Vouchers**”) refund terms and conditions (collectively the “**TFR Terms**”) have been updated and govern your access to and use of the websites, mobile applications, and any website or communication devices that reference or contain content and/or links to, or references, these TFR Terms in connection with KEYOPASS™, which is owned and/or controlled by Visionaire LLC, a Delaware corporation, which includes, for purposes of these TFR Terms, without limitation, Visionaire LLC, d/b/a KeyoPass (collectively referred to herein as “**The KeyoPass Group**”). All such websites, mobile applications and/or communication devices shall now be referred to herein as “**KeyoPass**”. By accessing or using KeyoPass, you are agreeing to these TFR Terms, and accepting a legally-binding agreement with The KeyoPass Group. Do not access or use KeyoPass if you do not agree to be bound by these TFR Terms as outlined below.

Last Updated on June 19, 2018, these TFR Terms are effective immediately for users registering for personal accounts after that date and will become effective on May 15, 2020 for pre-existing users.

These TFR Terms describe The KeyoPass Group’s policies on Vouchers’ refunds on Purchases and/or Donations in connection with your use of KeyoPass. The terms “**we**” and “**us**” refer to The KeyoPass Group.

TICKETS/FEES/PASSES/VOUCHERS AND PAYMENT REFUND

1. The KeyoPass General Users, Activity/Tour Users

- (a) Through the Services, you may purchase from The KeyoPass Group vouchers for services (“**Vouchers**”) offered by Merchants. You will receive an email confirmation of your purchase that will contain a Voucher confirmation number (“**Confirmation Number**”). In order to use your Voucher, you must appear in person at the applicable Merchant, and present your Confirmation Number. A Merchant may require you to provide photo identification in order to use your Voucher. Neither The KeyoPass Group nor Merchant is responsible for lost or stolen Confirmation Numbers. Vouchers are void where prohibited by law. If you attempt to use a Voucher in an

- unlawful manner (e.g., you attempt to use a Voucher for wine tasting when you are under the legal age to do so), Merchant may refuse to accept your Voucher, and no refunds will be granted.
- (b) The terms of use for each Voucher may vary from Merchant to Merchant and any restrictions that apply to the use of such Voucher (including, without limitation, a minimum age requirement) will be noted at the time of purchase. Vouchers are admission tickets to one-time events (“**Events**”); the date(s) on which a Voucher can be used will be noted at the time of purchase. If you do not use your Vouchers on or by the date(s) noted on such Vouchers, except as expressly set forth herein, no refunds will be granted.
 - (c) You may not cancel your Voucher after purchase. Any refunds are only pursuant to the KeyoPass Refund Policy, which is attached hereto as The KeyoPass Refund Policy, or incorporated herein, as applicable.
 - (d) Merchant, not The KeyoPass Group, is the seller of the services that are performed pursuant to the Events (and to which Vouchers correspond) and is solely responsible for accepting any Voucher you purchase and providing all such services relating thereto. Please consult with Merchant if you are unhappy with the service you received in connection with your Voucher. Except as expressly set forth herein in the KeyoPass Refund Policy, all fees paid for Vouchers are non-refundable. Prices for Vouchers are set in U.S. Dollars, or the local currency in your country, and are subject to change at any time prior to purchase.
 - (e) If an Event for which you have purchased a Voucher is cancelled by Merchant, we will notify you prior to the first date on which the applicable Voucher could have been used and will process a full refund to the credit card you used to purchase such Voucher.
 - (f) If you attempt to use a Voucher in accordance with this Agreement and the additional terms applicable to such Voucher and you are unable to do so (due to the fault of Merchant), please contact us at info@keyopass.com, and we will try to remedy the situation.
 - (g) Although our app is currently free to download for users, The KeyoPass Group reserves the right to require payment of fees for certain or all such Services. You shall pay all applicable fees, as described in KeyoPass in connection with such Services selected by you. The KeyoPass Group reserves the right to change its price list and to institute new charges at any time, upon notice to you, which may be sent

by email or posted in KeyoPass. Your use of the Services following such notification constitutes your acceptance of any new or increased charges.

- (h) From time to time, The KeyoPass Group may offer a “**Best Price Guarantee**” on the purchase of a Voucher. If, during the period when you see Best Price Guarantee, or similar language, applied to a Voucher, and you find the same Event (date, time, duration, location, activities) provided by the same Merchant being offered for a lower purchase price elsewhere (the difference between the prices, the “**Difference**”), please notify our Customer Service team immediately at info@keyopass.com, and, upon you providing to us sufficient verifiable documentation of such lower price, we will either, at our option and as your sole remedy: (a) if we are still offering the Voucher for purchase, allow you to purchase the Voucher for the lower price demonstrated, or (b) if you have already purchased the lower-priced ticket from another vendor, refund you an amount equal to the Difference. Please note the Best Price Guarantee only applies to the period during which the language is displayed on the Services, and only to the Event to which such language is clearly affixed.
- (i) You undertake that all details you provide to us for the purpose of using the Services offered on KeyoPass will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover any Purchases you make. We reserve the right to obtain validation of your credit or debit card details or verification of the authenticity and ownership of these payment methods before taking any other steps to process your Purchases.
- (j) The KeyoPass Group does not provide accounting, tax or financial advice and you should not rely on any information given on KeyoPass to determine the accounting, tax or financial consequences of making a Purchase using our Services. Notwithstanding the above, every user who makes a Purchase through our platform will receive a receipt of their Purchases with all corresponding details.

2. Donations to Nonprofits

- (a) KeyoPass and successor websites (collectively the “**Site**”) that involve Nonprofits associated with the Site, including the materials and information posted on it, and the functionality that permits you to make Donations, solicit Donations, create registries, and establish fundraisers, for a project, or to use any other functionality offered through the website.
- (b) You acknowledge and agree that The KeyoPass Group retains control over the donated funds, with the understanding that One Hundred Percent (100%) of

Donations (minus credit card/processing fees) through our app/website goes directly to the Nonprofit designed by the user.

- (c) To use our Services for Donations you will need to follow the procedures set out on KeyoPass.
 - (i) Details of the procedures for payment and how we will process your Donations are displayed on our website.
 - (ii) Any times or dates stated in relation to our Services are estimates only. We will make all reasonable efforts to provide Services within the time specified, but we do not accept liability for any failure to deliver within that time.
 - (iii) You may pay by credit or debit card, by using PayPal, other acceptable electronic payment methods, by cheque, or bank transfer.
 - (iv) We try to ensure that the information on our website about Nonprofits, their Impact Product costs, and the amounts which they have received to date, is accurate, although sometimes there may be a delay in updating this information. On rare occasions, a Impact Product may become ineligible for funding from KeyoPass after we have received a Donation from you but before we have transmitted the funds to your chosen Nonprofit and we will not be able to process the Donation in accordance with your original choice on using our website. In that event, we will contact you to ask your preference for which Impact Product to reallocate your Donation. If we are unable to obtain instructions from you about how to process your Donation within a reasonable period of time [not to exceed thirty (30) days], we will make the Donation to a cause in the same cause category as you originally selected and notify you by email.
 - (v) If your Donation is accepted, we will confirm acceptance to you by emailing the email address you give us when you register on our website. The Donation will then be processed as specified in the confirmation email. We are entitled to refuse to process any Donation placed by you.
 - (vi) Once we have processed the payment for your donation, it is not possible for donations to be refunded.
 - (vii) You undertake that all details you provide to us for the purpose of using the Services offered on KeyoPass will be correct, that the credit or debit card, or any electronic cash, which you use is your own and that there are sufficient funds or credit facilities to cover any Donations you make. We reserve the right to obtain validation of your credit or debit card details or verification of the authenticity

and ownership of these payment methods before taking any other steps to process your Donations.

- (viii) The KeyoPass Group does not provide accounting, tax or financial advice and you should not rely on any information given on consequences of making a Donation using our Services. KeyoPass to determine the accounting, tax or financial Notwithstanding the above, every user who makes a Donation through our platform will receive a receipt of their Donations with all corresponding details.