

## TERMS AND CONDITIONS

### CONCIERGE SERVICE

#### Eurocard Sweden

These Conditions apply to all services ordered from or provided to you by the Concierge service (“The Concierge”) and by requesting services from The Concierge you agree that these conditions shall apply to those services and your order.

### 1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, the following definitions apply:

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 7.5.

**Cardholder:** a person registered with a card that is eligible to use the Concierge service.

**Request:** means a request placed by a Cardholder with The Concierge for The Concierge to arrange the supply of goods and/or services from a third party on the Cardholder's behalf.

**Services:** means the concierge and lifestyle management services provided by The Concierge to its Cardholders.

**Supplier:** means a supplier engaged by The Concierge on behalf of and as agent for a Cardholder to provide goods and/or services to that Cardholder.

1.2 In these Conditions, the following rules apply:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes e-mails.

## 2. SUPPLY OF SERVICES

2.1 The Concierge shall supply the Services to the Cardholder's particular Requests, provided that The Concierge shall not be required to provide or facilitate the supply of goods and/or services that it deems at its sole discretion may violate applicable laws, standards and/or regulations or may offend taste and decency in the relevant jurisdiction.

2.2 The Concierge shall use its reasonable endeavours to meet any performance dates specified, but any such dates shall be estimates only and time shall not be of the essence for performance of any Services.

2.3 The Concierge shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and The Concierge shall notify the Cardholder in any such event.

2.4 You acknowledge that The Concierge reserves the right to accept commissions upon the supply of products or performance of services by any Supplier.

2.5 Telephone calls to The Concierge may be monitored or recorded for training and quality control purposes.

2.6 The Concierge shall provide the Services using reasonable care and skill and, as far as reasonably possible, in accordance with your Requests and reasonable instructions from time to time.

### 2.7 Restaurants and clubs:

(a) When you use the restaurant booking service you hereby authorise us to debit your Payment Card for any deposit paid by us on your behalf to the restaurant which is forfeited as a result of your cancellation of the booking.

(b) When you use the restaurant booking service you agree that where you cancel a restaurant booking within 24 hours of the time the restaurant reservation is made you shall not be entitled to any refund of any monies paid to secure the booking including the return of any booking deposit.

(c) The Concierge reserves the right to deny restaurant requests from Cardholders if Cardholders repeatedly fail to honour their bookings or continuously violate cancellation policies.

(d) Admission of Cardholders to any club premises is at all times at the sole discretion of the club Supplier and The Concierge shall have no liability where a Cardholder is refused admission to a club.

### 2.8 Tickets:

(a) The Concierge may be able to obtain "best tickets" for you in relation to sold out events through one of its ticket agent partners. Please note that by instructing The Concierge to obtain such tickets on your behalf you are agreeing to purchase tickets above face value and the total cost may include a service charge to The Concierge in respect of our provision of services to obtain the seats for you. The Concierge is not the seller of the tickets and is not responsible for fulfilment of your order.

(b) All such tickets and ticket agent partners (who shall be the seller in respect of the transaction) shall have their own terms and conditions (which we suggest you should read). Such terms and conditions are likely to include terms which state that sales of tickets are final and no refunds shall be issued after the purchase has been made. The Concierge shall not be able to provide you with any refund or obtain any such refund on your behalf.

(c) In the event of a show being cancelled directly by the artist/promoter, it may be possible to obtain a refund of the face value of the relevant tickets.

(d) The Concierge or its ticket agent partner will despatch your tickets through delivery agents at standard rates. Please note that The Concierge shall not be liable for any failure by delivery agents to deliver your tickets.

## 2.9 Hotel and Resorts:

(a) Hotels will usually charge for one night for cancellations within 24 hours before arrival. Booking are usually not confirmed unless accompanied with a credit card.

(b) Resorts have cancellation policies that is with a mandatory percentage payment of the total amount from 90 days before arrival and it is non-refundable.

## 3. PLACING A REQUEST

3.1 Cardholders may place Requests by telephone (which does not include text messages) or e-mail.

3.2 The Concierge, acting reasonably, reserves the right to withdraw any of the Services and/or to refuse to accept any Requests at its sole discretion.

3.3 If the Concierge is unable or not obliged to deal with any Request, it will inform the Cardholder as soon as reasonably practicable.

3.4 You undertake that all details you provide to us for the purpose of booking, ordering or purchasing products or services are correct, that the debit or credit card you use from time to time is your own and that you have sufficient funds to cover the cost of the product or service.

3.5 From time to time the procurement or provision of certain services or products may incur a The Concierge services fee or handling charge (of which you will be notified in advance) and in such event you hereby authorise The Concierge to debit your Payment Card with any such handling charges.

## 4. CANCELLATIONS, REFUNDS AND RETURNS

4.1 The Cardholder acknowledges that the sales contract for the supply of goods and/or services made as a result of a Request is between the Cardholder and the relevant Supplier and that The Concierge is not a party to such contract. Cancellation of contracts with Suppliers should be addressed with the Supplier directly and will be subject to the relevant Supplier's policies.

4.2 If a Request for a specific product or service is not available, The Concierge may offer you substitute products or services of a similar description and standard. You may at your sole discretion refuse acceptance of such substitute products and/or services and request a full refund in the event that payment has already been made to the Supplier for the unavailable product or service.

4.3 All descriptions of any products or services on the Website have been approved by the relevant Supplier. The Concierge shall not be liable for inaccurate or misleading descriptions.

4.4 Payment for all products and services shall be due immediately upon acceptance of the order by the relevant Supplier.

4.5 The Cardholder further acknowledges that for goods purchased on his or her behalf by The Concierge directly from a Supplier, returns and exchanges will be subject to the terms and conditions of that Supplier and returns or exchange of goods purchased may not always be permitted. In circumstances where The Concierge is

asked to source a specific item for a Cardholder, The Concierge shall inform the Cardholder of the refund and exchange policy of that Supplier in advance. The Concierge shall not be liable to the Cardholder where a Supplier does not accept the return or exchange of an item.

4.6 It shall be the Cardholder's sole responsibility to retain all proof of return of goods to a Supplier, we recommend returning the goods by registered delivery, or by any other similar means of ascertaining the date of the return dispatch and tracking the return.

4.7 We will inform you when we become aware that a refund of an order has been processed by a Supplier.

4.8 Where orders are delivered outside the EU, any applicable customs duties and sales taxes shall not be refundable through The Concierge. It shall be the Cardholder's sole responsibility to recover such monies. The Concierge shall have no liability for any items held by any customs or border agency.

4.9 In the case of premium courier services, if the Cardholder is not at the specified Delivery address to receive their Order at the scheduled time, the Cardholder may incur further charges for subsequent attempts to re-deliver the goods.

## **5. SUPPLIERS**

5.1 Suppliers are responsible for providing you with the services and products you Request us to order on your behalf from time to time. The Concierge shall communicate with Suppliers on your behalf unless it is more appropriate for you to contact the Supplier directly.

5.2 Suppliers may impose their own terms and conditions which, in every case apply to the supply of goods and/or services by that Supplier to you, and such terms and conditions shall be binding upon you at the time of order.

5.3 When ordering a product or service, you may be required to provide your Payment Card details. If you request and authorise The Concierge to use your Payment Card in order to pay a Supplier for products or services, you acknowledge and agree that The Concierge shall have no liability or be responsible in any way whatsoever in respect of the use of your Payment Card provided that The Concierge acts in accordance with the instructions issued by you in relation thereof.

5.4 If The Concierge's performance of any of its obligations under these Conditions is prevented or delayed by any act or omission by the Cardholder or failure by the Cardholder to perform any relevant obligation (Cardholder Default):

(a) The Concierge shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Cardholder remedies the Cardholder Default, and to rely on the Cardholder Default to relieve it from the performance of any of its obligations to the extent the Cardholder Default prevents or delays The Concierge's performance of any of its obligations;

(b) The Concierge shall not be liable for any costs or losses sustained or incurred by the Cardholder arising directly or indirectly from The Concierge's failure or delay to perform any of its obligations as set out in this clause 5.4; and

(c) the Cardholder shall reimburse The Concierge on written demand for any costs or losses sustained or incurred by The Concierge arising directly or indirectly from the Cardholder Default.

## **6. LIMITATION OF LIABILITY**

6.1 Nothing in these Conditions shall limit or exclude The Concierge's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

6.2 Subject to clause 6.1:

- (a) The Concierge shall not be liable to the Cardholder, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods; or, loss of contract, or loss of use or, loss of corruption of data or information whether direct or indirect or, any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising under or in connection with their Cardholdership; and
- (b) The Concierge's total liability to the Cardholder in respect of all other losses arising under or in connection with their Cardholdership, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total value of the Cardholder's annual Cardholdership Fee.

6.3 Your contract for the supply of products or services is made with the relevant Supplier only. The Concierge acts as an agent for the Supplier and, unless expressly provided otherwise, all your rights and remedies are against the Supplier.

6.4 You acknowledge that any contract entered into by you with any Supplier is an independent contract. The Concierge hereby disclaims any and all liability for any act or omission of any Supplier or any loss incurred by you as a result of any act or omission of a Supplier whether or not arranged through the The Concierge.

6.5 The Concierge shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from Requests or any instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any Cardholder Default.

6.6 The Concierge shall not be liable to you or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of The Concierge's obligations in relation to the Services, if the delay or failure was due to any cause beyond The Concierge's reasonable control.

6.7 Except as expressly set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Conditions.

6.8 This clause 8 shall survive termination of these Conditions.

## **7. GENERAL**

### **7.1 Privacy and Data Protection**

The Services and your Cardholdership are subject to the privacy policy, incorporated into the Conditions set out at [www.eurocard.se](http://www.eurocard.se), which applies at all times in relation to any data that we collect from you.

### **7.2 Assignment and subcontracting:**

(a) The Concierge may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under these Conditions and may subcontract or delegate in any manner any or all of its obligations under these Conditions to any third party or agent.

(b) The Cardholder shall not, without the prior written consent of The Concierge, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions.

#### 7.3 Waiver:

(a) A waiver of any right under these Conditions is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under these Conditions or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under these Conditions are cumulative and do not exclude rights provided by law.

#### 7.4 Severance:

(a) If a court or any other competent authority finds that any provision of these Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

(b) If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

7.5 Variation: The Concierge may vary these Conditions from time to time and will notify you of any changes in a timely manner. Notification will be by some or all of the following: The newsletter, the Website, or by Email. Your continued use as a Cardholder constitutes acceptance of such variations to these Conditions.

7.6 No partnership: Nothing in these Conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

7.7 Third parties: A person who is not a party to these Conditions shall not have any rights under or in connection with it.

7.8 Governing law and jurisdiction: These Conditions, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with Swedish law and the parties irrevocably submit to the exclusive jurisdiction of the courts of Sweden.