# TERMS & CONDITIONS

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# ABOUT OUR TERMS AND CONDITIONS

Welcome to FirstLuxe Group. FLG (FirstLuxe Group) provides exclusive, invitation-only, luxury lifestyle management services.

FirstLuxe Group is brought to you by FirstLuxe Group Limited (referred to in these Terms as "we", "us", "our", and "FirstLuxe Group"). We are a limited liability company incorporated in the United Kingdom with our registered office at Office 12, 29 Euston Road, London, NW1 2SD, United Kingdom.

These Terms & Conditions, together with our Club Rules (which are incorporated into these Terms & Conditions) (collectively, the "Terms") govern your access to, and use of, the FirstLuxe Group mobile application (our "App"),www.firstluxegroup.com, any services that we may offer from time to time (together with our website and our App, our "Services"), and any other features or content (including any information, text, graphics, photos, comments, reviews, links, or other materials uploaded, downloaded or appearing on, or linked to the Services) offered from time to time by FirstLuxe Group in connection with the Services (collectively referred to as "Content"). Your access to and use of the Services is conditional on your acceptance of and compliance with these Terms. If you do not agree to these Terms, please refrain from using our Services.

Your attention is drawn in particular to the disclaimers and limitations of liability in Sections 9 and 10 below.

Our Services include Content, links, and goods and services provided by third parties. Please note that FirstLuxe Group is not responsible for the offerings of third parties. Please read sections 4, 5, 9, 10 and 11 below carefully.

## 1. GENERAL TERMS

#### 1.1 About the Services

Our Services include recommending and procuring bookings for restaurants, travel, experiences and sourcing retail items. However, the Services that FirstLuxe Group provides are always evolving and the form and nature of the Services that FirstLuxe Group provides may change from time to time.

You are solely responsible for your use of the Services. You may use the Services only if you are at least 18 years of age. We do not knowingly market our services to children. You may only create a member profile with FirstLuxe Group if you are legally capable of forming a binding contract with FirstLuxe Group and are able to abide by and comply with these Terms. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

The Services are designed for your personal use. You may not open an account on the Services on behalf of a company, organisation, or other entity, unless you have express permission to do so. If the need arises, we may suspend access to our Services, or close them indefinitely (which may be without notice to you, although we will do what we reasonably can to notify you in advance, where we can reasonably do so).

#### 1.2 Links to third party websites and linking to our Services

Our Services contain links to websites, apps and other services which are operated and owned by third party service providers or retailers. Any third parties may charge a fee for their services, for which FirstLuxe Group will have no liability. FirstLuxe Group is not responsible for any content or other information provided by any third party.

You will also be bound by the terms and conditions imposed by third parties with or through whom you book goods or services: please check these carefully, as we have no responsibility or liability for the terms and conditions of any third party. Please see section 4 below for further details.

Our Services must not be framed, "mirrored" or otherwise incorporated into or on any other site, nor may you create a link to any part of our site other than the homepage. We reserve the right to withdraw linking permission without notice to you.

# 2. ACCOUNT REGISTRATION AND VERIFICATION

### 2.1 Registering with the Service

In order to register, you are required to provide your name, mobile telephone number, email address and a password. We may also, using publicly available information, vet members to ensure they are both eligible for membership and a suitable member for the FirstLuxe Group community.

All personal details you give to us through the Services will be collected and processed in accordance with our Privacy Policy.

You confirm that all registration information and other personal details provided to FirstLuxe Group is, and will be, true and accurate.

# 2.2 Keeping your account information confidential

You are solely responsible for keeping your registration and other personal details (including your email and password) for your account confidential. You are responsible for maintaining the confidentiality of your password and agree to notify us immediately if you suspect that any third party has used your account or had access to your password. You are responsible for any and all use of your account. We strongly recommend that you use a secure password which contains a minimum of 8 characters, including upper- and lower-case letters, numbers and symbols.

You agree that you will not disclose your password to any other person or allow any other person to use your account, and you agree not to use the account, membership number, display name, email address or password of another member of the Services at any time.

# 3. MEMBERSHIP

# • 3.1 Membership fees and duration

Your use of the Services is conditional on your paying in full our annual membership fees plus any applicable initiation fee (together, our "Fees"). The total Fees (and initiation fee, if any) will be made available to you before you sign up as a member.

Your membership is valid for 12 calendar months from the date when it is granted or renewed (the "**Subscription Term**") and will renew automatically upon expiry of a Subscription Term in perpetuity unless you contact FirstLuxe Group at <a href="mailto:support@firstluxegroup.com">support@firstluxegroup.com</a> to request the deletion of your membership account, at least 14 days prior to the end of the relevant Subscription Term.

Our Fees may vary from time to time. In the event that the annual membership component of the Fees varies from one Subscription Term to another, we will inform you of the change at least 30 days before the expiry of your then-current Subscription Term.

We reserve the right to refuse to grant or renew membership in our sole discretion and for any reason. We are under no obligation to provide reasons for our acceptance or refusal of any application or renewal.

# 3.2 Payment of Fees

Our Fees must be paid in full (annually or monthly) for each Subscription Term prior to such membership being granted or renewed.

If your membership is renewed, payment for your Fees will be taken automatically on or around the first day of the new Subscription Term ("Renewal Date"). If you do not wish to renew your membership, please cancel your FirstLuxe Group membership in accordance with the procedure set out in section 3.1 above and no further payments will be taken. Memberships are non-transferable and cannot be paused or suspended.

#### 3.3 Refunds

Once a Subscription Term has commenced, we do not offer refunds, credit notes or prorated fees except in the circumstances set out in section 12.2 below (or as otherwise permitted by applicable law).

# 4. OUR LIFESTYLE SERVICES

### 4.1 Ordering goods and services from third party suppliers

The terms in this section 4 apply when, on your instruction, we:

- a) purchase goods and/or services or make bookings or reservations on your behalf from one or more supplier(s) that we have identified, recommended, sourced or otherwise selected for you, or that you have requested (a "Supplier");
- b) facilitate your purchase of goods and/or services, or your making of any booking or reservation, from any Supplier by acting as an intermediary, conduit or booking platform, or by taking the relevant payment(s);
- c) act as the agent of any Supplier to contract with you for the provision of goods or services, or to make any booking or reservation; or undertake any other services that we have agreed from time to time, each a "Lifestyle Service", and "Lifestyle Services" shall be construed accordingly. The purchases set out at a) to d) above shall be referred to in these Terms as "Lifestyle Purchases".

The terms in this section 4 do not apply where we provide you with a link or other details for you to order goods or services from a Supplier direct and without any further involvement from us (if this is the case, please see section 1.2 above).

In most cases, some separate terms and conditions (either in addition to, or instead of, this section 4) will apply to a Lifestyle Service. If so, we will make these separate terms and conditions clear to you before we agree the relevant Lifestyle Service.

When we make introductions, we endeavour to choose Suppliers whom we feel might be suitable for you. However, any introductions we make should not be construed as an endorsement by FirstLuxe Group of such Supplier, or of any advice that such Supplier may give you, and you are responsible for ensuring the suitability of any third party with whom you deal (including checking the suitability, quality or merit of any goods or services that they may offer). This remains the case when FirstLuxe Group is acting as the agent and contracting on behalf of any such third party (a "**Principal**").

You are responsible for paying for all Lifestyle Services ordered via our Services, regardless of the beneficiary or beneficiaries of such Lifestyle Services. For example, if you book a table at a restaurant, you are responsible for paying the bill for that table (although of course guests may pay separately if they wish, in which case you will not be double-charged).

Some Lifestyle Services (such as restaurant bookings, for example) may be subject to acceptance or confirmation from the applicable Supplier. Although we try to ensure that all availability displayed on the Service is accurate, restaurants may cancel or amend bookings after they have been confirmed. We are not responsible for any cancelled or

amended bookings.

If you wish to amend any Lifestyle Service after your order has been confirmed, you may need to discuss this with the Supplier direct. We cannot guarantee that the Supplier will be able to accommodate any changes.

The price for any Lifestyle Services (including any applicable taxes) will be the price we advise you (by email, on our App, over the telephone or in person) before we complete your order unless we have agreed another price in writing. Prices may include fees charged FirstLuxe Group and/or third parties as applicable (including, without limitation, third party suppliers and booking agents). We take reasonable care to ensure that the prices of Lifestyle Services advised to you are correct, but please see section 4.2 below for what happens if we discover an error in the price of the Lifestyle Services you order.

If the rate of any applicable taxes changes between your order date and the date we provide the Lifestyle Services, we will adjust the rate of the applicable tax that you pay, unless you have already paid for the Lifestyle Services in full before the change in the rate of tax takes effect.

#### 4.2 Price changes in Lifestyle Services

It is always possible that, despite our best efforts, some of the Lifestyle Services we agree may be incorrectly priced. We will normally check prices before accepting your order so that, where the correct price of the Lifestyle Service at your order date is less than our stated price at your order date, we will charge the lower amount. If the correct price of the Lifestyle Service at your order date is higher than the price that we advised you (or we agreed in writing), we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may cancel the contract for the Lifestyle Service(s) in question, refund you any sums you have paid and not arrange for the Lifestyle Service(s) to be provided to you.

### 4.3 Payment requirements for Lifestyle Services

We may ask you to pay for your Lifestyle Services before we finalise your order, or we may ask you to pay by invoice (or a combination of the two).

You must pay all amounts due for the Lifestyle Services ("Lifestyle Services Fees") in full without set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). We may at any time, without limiting any of our other rights or remedies, set off any amount owing to us against any amount payable by you to us, whether such liability is present or future, liquidated or unliquidated, and whether or not the liability arises under these Terms.

If you think any payment or invoice for Lifestyle Services Fees is wrong, please contact us at <a href="mailto:support@firstluxegroup.com">support@firstluxegroup.com</a> promptly to let us know and we will endeavour to resolve the issue.

Failure to pay for Lifestyle Services in accordance with these Terms may result in the termination of your membership. All payments for Lifestyle Services payable to us by you shall become immediately due and payable on termination of your membership for any

reason.

#### 4.4 Card payments

If you pay for Lifestyle Services by card, you acknowledge and agree that we may preauthorise your payment.

If you pay for Lifestyle Purchases using the App, we will email you a copy of your receipt and/or have it provided in the in-app billing section.

For F&B reservations (including, restaurants, bars and clubs) depending on your membership tier, you may be charged an automatic fee of between £15-30 per person per successful reservation. However, please note that if you do not show up or cancel under four hours from the time of your reservation you will incur a £25 per person fee (across all tiers) which will be automatically charged to your account or where necessary a payment request will be set by a member of the FLG team. We urge all our members to give as much notice as possible and turn up on time as member details are often registered on hospitality venues CRMs, with a client rating either boosted or reduced based on a variety of factors, including frequency, punctuality and average spend. We aim to make sure we get the very best availability and tables at venues for our clients.

In the event that your payment card is lost or stolen you agree that it is your responsibility immediately to contact the applicable card company in order to cancel your payment card.

#### 1.5 Invoices

If we have agreed that you will pay by invoice, we may invoice you for Lifestyle Services any time after we have confirmed your order. You must pay each invoice immediately upon receipt of the invoice or where applicable in-line with the specified due date.

### 5. PAYMENT PROCESSING

• We use the third-party payment processors Stripe to process card payments.

Stripe's terms of service can be found <a href="here">here</a>, and its privacy policy can be found <a href=here</a>. By accepting our Terms, you are consenting to Stripe's (as applicable) use of your personal data as set out in their privacy policies. You should read Stripe's terms of business and privacy policies carefully and check that you are comfortable with them before making any card payments. We have no responsibility or liability omission of third-party payment processors, or for their terms of service or privacy policies.

You warrant that you have all necessary authorities to use the payment cards whose details you provide. In order to offer a seamless service, we require members to have one valid payment card saved with our payment processor(s) throughout the Subscription Term. You can add or remove additional payment cards via the App at any time.

# 6. YOUR RIGHTS TO THE SERVICES

FirstLuxe Group hereby grants you a personal, worldwide, royalty-free, revocable, non-sub-licensable, non-assignable and non-exclusive licence to use the Services (which will include future updates made available to you from time to time provided that you understand that such updates may be subject to additional terms notified to you at the time that such update is made available), subject to these Terms. This licence is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by FirstLuxe Group, in the manner permitted by these Terms.

The rights in the Service are licensed, not sold to you. Except to the extent permitted by applicable law, you may not copy, reproduce, republish, disassemble, decompile, reverse engineer, adapt, alter, edit, re-position, rebrand, change, distribute, lend, hire, sub-license, rent, make a derivative work from the Services.

Access to the Services is permitted on a temporary basis, and we reserve the right modify, restrict access to, withdraw or amend all or parts of the Services without notice (although, where possible, we will endeavour to give you prior notice). We will not be liable if for any reason the Services are unavailable at any time or for any period for reasons beyond our control.

You are responsible for making all arrangements necessary for you to have access to Services. You are also responsible for ensuring that all persons who access Services through your internet connection are aware of these Terms, and that they comply with them.

FirstLuxe Group retains the right to set reasonable limits on use and storage from time to time. We will try to give you notice of this wherever possible.

# 7. FIRSTLUXE GROUP'S RIGHTS

# • 7.1 Our rights in the Content and Services

All rights (including copyright, trademarks and other intellectual property rights), title, and interest in and to the Services and the Content including but not limited to all information, data, text, maps, graphics, the "look and feel", logos, icons, trademarks, images, video clips, sound clips, editorial content, notices, data compilations, page layout, selection or arrangement of the contents of the Services, and the underlying code and software in the Services are and will remain the exclusive property of FirstLuxe Group and its licensors. The Services are protected by copyright, trademark, and other laws and treaties around the world. All such rights in the Services, Content (excluding Content provided by members of the Services) and related material are reserved.

Nothing in the Terms gives you a right to use commercially the FirstLuxe Group or FirstLuxe Group names or any of the FirstLuxe Group or FirstLuxe Group trademarks, logos, domain names, or other distinctive brand features. Other logos and product and company names mentioned in these Terms may be the trademarks of their respective owners.

#### 7.2 Prohibition on copying

You must not copy any part of the Content, with a view to creating or compiling any form of collection, compilation, directory or database unless we provide you with our prior express written consent to do so.

If you copy or download any part of the Services or Content in breach of these Terms, your right to use the Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

You may print off one copy, and may download extracts of any page(s) from our Services for your personal reference and you may draw the attention of others within your organisation to material posted on our Services. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

# 8. RESTRICTIONS ON CONTENT AND USE OF THE SERVICES

- You agree that you will not use the Services:
  - a) in any way that violates any local, national or other laws or regulations (including applicable data privacy, export and re-export control laws and regulations) or any order of a court in any relevant jurisdiction;
  - b) to sell any of your business' goods or services unless with our prior written consent and/or as an authorised supplier partner;
  - c) in any way that infringes the rights of any person or entity, including but not limited to their copyright, trademark or other intellectual property rights, or other privacy or contractual rights;
  - d) to distribute advertisements of any kind(other than with our prior written consent) or otherwise communicate any false or misleading material or messages of any kind;
  - e) in any way that intentionally or unintentionally harasses, annoys, threatens or intimidates any other member;
  - f) in any way that promotes or incites, whether intentionally or unintentionally, racism, bigotry, hatred or physical harm of any kind;
  - g) in any way that is abusive, defamatory, inaccurate, obscene, offensive, fraudulent, objectionable or sexually explicit;
  - h) to solicit, provide or promote illegal or unlawful activities or in any way which may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm, distress or inconvenience to any person;
  - i) to access, tamper with, cause damage to, or use non-public areas of the Services, FirstLuxe Group's computer systems, servers or equipment or the technical delivery systems of FirstLuxe Group's providers;
  - j) to access or attempt to access any data of other members of the Services or to penetrate any of the security measures relating to the Services, or to probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures;
  - k) in any way that intentionally or unintentionally deceives, defrauds or swindles any other member;
  - I) to introduce any malware, virus or other harmful software program that intentionally or unintentionally damages or interferes with the operation of the Services, including but not limited to cancel bots, denial of service attacks, time-bombs, worms, Trojan horses, viruses or any other maleficent software or hardware;
  - m) interfere with, or disrupt, (or attempt to do so), the access of any member, host or network including, without limitation, sending a virus, overloading, flooding, spamming or

mail-bombing the Services, or by misusing the Services so as to interfere with or create an undue burden on the Services;

- n) to copy, modify, transmit, display, perform, create derivative works from, re-sell or distribute any Content, information, software, products or services obtained through the Services;
- o) for any commercial purposes (except with our prior written consent, or as specifically permitted by these Terms)
- p) to bypass measures used to prevent or restrict access to the Services;
- q) to gain unauthorised access to the Services, the server on which the Services is stored or any server, computer or database connected to the Services;
- r) to forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information;
- s) to scrape, deep-link, crawl or spider or otherwise use the Services for phishing, spamming, trolling or any unauthorised(commercial) purpose (except as specifically permitted by these Terms); or
- t) to promote or support or solicit involvement in any political platform or cause, religion (recognised as organised or unorganised), cult or sect of any kind; or
- u) for any other purpose that is not permitted by these Terms.

#### ("Unauthorised Purpose").

While we will do what we can to protect the security of your Member Content and account, we cannot guarantee that unauthorised third parties will not be able to defeat our security measures. You shall promptly notify FirstLuxe Group of any actual or suspected unauthorised third-party access to your account by emailing <a href="mailto:support@firstluxegroup.com">support@firstluxegroup.com</a>. You shall co-operate with, and assist, us in any action or proceedings by us to prevent or otherwise deal with any unauthorised receipt, access or use of your account by any third party. We may suspend or stop providing our Services to you if you do not comply with our Terms or policies or if we are investigating suspected misconduct.

# 9. DISCLAIMERS

This section of the terms is important, and you should read it carefully.

Except as expressly provided in these Terms, FirstLuxe Group and its affiliates disclaim, to the maximum extent permitted by law, all warranties, representations, guarantees and conditions in respect of the Services, whether express or implied.

We are not liable to you for any inability to access the Services at any time, for any reason beyond our control (including but not limited to any planned or unplanned downtime, or any outages on networks (including mobile networks) or when you are not in an area supported by mobile coverage).

Travel to certain international destinations referred to on the Services may carry more risk than others. By listing information related to such destinations, FirstLuxe Group does not represent or warrant that travelling to such destinations is safe, recommended or without risk, and is not liable to you for any loss that arises from travel to such destinations.

We are legally bonded with Simplexity Travel Management Limited (company number 07849358) who provide secured, bonded travel services and packages globally. However,

please note that we do from time to time offer travel offerings from other non-bonded third parties, depending on our clients requirements. These are secured in accordance with the third parties' terms and conditions and are not insured or bonded. Therefore, FLG are not liable for any risks or liabilities that may in the unlikely scenario occur with the third party.

We are not liable for the actions or omissions of any third parties (including any third party to whom we may have introduced you). You should always check the suitability of any third-party with whom you deal, including your agreement with their terms and conditions. Please see section 4 above for further details.

Please remember that members must remain responsible for their own dietary requirements at all times. If you have specific requirements that will need to be communicated to any restaurant or other service provider, please do so.

Some Content provided to members is done so via third parties and we are not liable for any inaccuracies or omissions contained therein.

# 10. LIMITATION OF LIABILITY

• This section of the terms is important and you should read it carefully.

To the maximum extent permitted by applicable law, FirstLuxe Group and its subsidiaries, affiliates, officers, employees, agents, partners and licensors will not be liable for any:

- a) loss to you which was not a reasonably foreseeable consequence of our breaching these Terms or otherwise failing to use reasonable skill and care in our provision of the Services;
- b) loss to you which was caused by the actions or omissions of any third party (including any third party to whom we may have introduced you);
- c) damage to your property (including data and digital devices), unless such damage is caused by our failing to provide the Services with reasonable skill and care. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place any minimum system requirements advised by us; or
- d) business losses, including:
- (i) loss of profits, sales or contracts;
- (ii) loss of income or revenue;
- (iii) loss of business opportunity or goodwill or reputation; or
- (iv) wasted management or office time.

We provide the Services for private use. Any commercial use of the Services by you requires our prior written consent and our liability for such commercial use falls outside of the scope of these Terms.

Nothing in these terms shall affect your statutory rights as a consumer or limit or exclude our liability for personal injury or death caused by our negligence or fraudulent misrepresentation or any other liability which cannot be excluded or limited under law.

The laws of some countries do not allow some or all of the limitations described above. If

these laws apply to you, some or all of the above limitations may not apply to you and you might have additional rights.

We will not be held responsible for any delay or failure to comply with our obligations under these conditions if the delay or failure arises from any cause which is beyond our reasonable control.

### 11. YOUR LIABILITY

This section of the terms is important and you should read it carefully.

You shall indemnify us and keep us fully indemnified on demand from and against all liabilities, costs, expenses, damages and losses, legal costs (calculated on a full indemnity basis) and all other reasonable professional costs (including costs of defence of claims, suits or proceedings brought by third parties)) and expenses suffered or incurred by us arising out of or in connection with your unauthorised use of the Services, the Content, your breach of these Terms and/or as a result of your violation of these Terms and/or as a result of your violation of any applicable laws or regulations.

# 12. TERMINATION

#### • 12.1 Termination by FirstLuxe Group

We reserve the unconditional right to suspend, withdraw, terminate, amend or restrict access to some parts of the Services, or to the Services entirely, to you at any time immediately without notice for any reason, and without liability to you, including (without limitation) in circumstances where:

- a) we have reasonable grounds to suspect unauthorised or fraudulent use of the Services;
- b) we reasonably suspect that you have not complied with these Terms (including not making any payment of Fees when they fall due);
- c) another member you have recommended to us is found to have committed a criminal offence or has otherwise used the Services for any Unauthorised Purpose; or
- d) we reasonably suspect a breach of confidentiality or infringement of our intellectual property rights by you or a third party.

#### 12.2 Termination by you

You may terminate the Services immediately if:

- a) we have told you about an upcoming material change to the Services or these Terms and you notify us in writing that you do not agree with such change prior to such change coming into effect;
- b) there is a risk that supply of the Services may be significantly delayed because of events outside our control;
- c) we have suspended supply of the Services for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 6 months; or
- d) you have a legal right to end the Services and/or your membership because of something we have done wrong.

On termination of these Terms (for whatever reason) all licenses and rights granted to you in

relation to the Services shall immediately come to an end.

If we terminate these Terms on any of the grounds listed at section 12.1 above you will not be entitled to future membership of the Services and you may not benefit from the Services in any way (including but not limited to by using our Services indirectly as a guest or beneficiary of another member).

### 13. DATA PRIVACY

Please refer to our privacy policy for information on how we protect your data.

## 14. GOVERNING LAW AND JURISDICTION AND DISPUTES

The English courts will have exclusive jurisdiction over any claim arising from, or related to, a
visit to or your use of the Services. These Terms and any dispute or claim arising out of or in
connection with them or their subject matter or formation (including non-contractual
disputes or claims) shall be governed by and construed in accordance with the law of
England and Wales.

If you are unhappy with our services in any way, please let us know as soon as possible by contacting us at <a href="mailto:support@firstluxegroup.com">support@firstluxegroup.com</a>

## 15. MISCELLANEOUS TERMS

These Terms are the entire and exclusive agreement between FirstLuxe Group and you
regarding the Services (excluding any services for which you have a separate agreement with
FirstLuxe Group that is explicitly in addition or in place of these Terms), and these Terms
supersede and replace any prior agreements between FirstLuxe Group and you regarding
the Services.

In the event of any conflict or inconsistency between these Terms and our Club Rules, these Terms shall prevail and take priority.

You acknowledge that you have not, in agreeing to these Terms, relied on any representation, warranty or undertaking not expressly incorporated in them.

The failure of, or delay by, FirstLuxe Group to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision.

If any provision of these Terms is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not render these Terms unenforceable or invalid as a whole and in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

The Services are licensed personally to you and you may not assign, license, sub-license or transfer any right or obligation of these Terms to any third party without our prior written

#### consent.

We may transfer any of our rights or obligations under these Terms to any third party but if we do so we will ensure that any company to whom we transfer our rights or obligations will continue to honour your rights under them.

Nothing in these Terms shall be deemed to constitute a partnership between the parties nor constitute either party the agent or employee of the other for any purpose.

We may revise these Terms from time to time. The most current version will always be available via our Website. We will also notify you of any changes to these Terms via an email to the email associated with your account. By continuing to access the Services after any such revisions become effective, you agree to be bound by the revised Terms.

These Services are operated and provided by FirstLuxe Group Limited, Office 12, 29 Euston Road, London, NW1 2SD, United Kingdom. If you have any questions about these Terms or the Services, please contact us using our Contact page or at <a href="mailto:info@firstluxegroup.com">info@firstluxegroup.com</a>