

Unlisted

GENERAL TERMS OF BUSINESS

Individual & Corporate Members | Version 2.0

Governing Membership and the Procurement of Lifestyle & Travel Services

Version 2.0 | Effective Date: 1 July 2026 | Last Updated: 12 October 2026

Where a clause is marked **CORPORATE MEMBERS ONLY** or **INDIVIDUAL MEMBERS ONLY** it applies exclusively to that category. All other clauses apply to all Members.

Beyond Lifestyle SRL | Reg. No. J40/17913/22 | VAT RO46813745

Splaiul Unirii 96, Bucharest, Romania

Tourism Licence No. 2795/05.09.2023 — ORGANIZATOARE | IATA No. 6921318-5

members@unlistedxp.com | www.unlistedxp.com

PART I — IDENTIFICATION, SCOPE AND DEFINITIONS

1. Parties and Legal Identity

1.1 These General Terms of Business ("GTB") govern the contractual relationship between Beyond Lifestyle SRL, trading as Unlisted (the "Company", "we", "us" or "our") and any person admitted to membership of Unlisted ("Member" or "you").

1.2 The Company is a limited liability company incorporated under Romanian law, having its registered seat at Splaiul Unirii 96, Bucharest, Romania, registered at the Bucharest Trade Registry under number J40/17913/22, VAT ID RO46813745. The Company holds Tourism Licence No. 2795/05.09.2023 issued by the Ministry of Economy, Digitalization, Entrepreneurship and Tourism, in the capacity of Organising Travel Agency (agentie de turism organizatoare) pursuant to HG 1267/2010.

1.3 These GTB, together with the Privacy Notice published at www.unlistedxp.com/privacy-policy and any Order Confirmation or booking-specific terms issued for individual Services, constitute the entire contractual framework governing membership and all Services. In the event of any conflict between these GTB and an Order Confirmation, the Order Confirmation shall prevail in respect of the specific booking to which it relates. Any prior representations, warranties or understandings not expressly incorporated herein are superseded.

1.4 Your attention is specifically drawn to the disclaimers and limitations of liability, the cancellation and termination provisions, and the AML/CFT.

2. Member Categories — Scope of Application

2.1 These GTB apply to two categories of Member:

(a) "Individual Member" — a natural person acting wholly or mainly outside the scope of their trade, business, craft or profession, as defined by OG 21/1992, OUG 34/2014 and Law 193/2000 on unfair terms in consumer contracts. Individual Members benefit from all mandatory consumer protection rights applicable under Romanian and EU law.

(b) "Corporate Member" — a legal entity, or a natural person acting in the course of their trade, business, craft or profession. Corporate Members expressly acknowledge that no provision of OG 21/1992 (consumer regulation), OUG 34/2014 (consumer distance contracts), Law 193/2000 (unfair terms in consumer contracts) or any other Romanian or EU consumer protection legislation applies to or benefits Corporate Members under these GTB.

2.2 The Member's category is determined at the time of application on the basis of the information provided and is stated in the Signature Block at Annex B. If the Member's circumstances change, the Member must notify the Company immediately in writing. The Company reserves the right to re-categorise a Member at any time upon evidence of incorrect categorisation.

2.3 Corporate Members expressly acknowledge that: (a) they are dealing with the Company on equal commercial terms; (b) they have had full opportunity to review and seek independent legal advice on these GTB; and (c) all liability exclusions, limitations and restrictions apply to them in full without the consumer protection floors applicable to Individual Members.

3. Definitions

The following definitions apply throughout these GTB:

"GTB"	means these General Terms of Business (Version 2.0), as amended from time to time.
"Company"	means the company identified in clause 1.1, trading as Unlisted.
"Member"	means any Individual Member or Corporate Member admitted to membership, as applicable.
"Individual Member"	means a natural person acting wholly or mainly outside the scope of their trade, business, craft or profession, as defined in clause 2.1(a).
"Nominated Member"	means a natural person who is nominated to be the actual user of the corporate membership. The Nominated Member confirms acceptance of all applicable terms and conditions of this agreement.
"Corporate Member"	a legal entity, or a natural person acting in the course of their trade, business, craft or profession, that purchases and pays for a Corporate Membership and designates a specific individual (the "Nominated Member") to use the membership. Corporate Members and Nominated Members expressly acknowledge that no provision of OG 21/1992 (consumer protection), OUG 34/2014 (distance contracts), Law 193/2000 (unfair terms in consumer contracts), or any other Romanian or EU consumer protection legislation applies to or benefits them under these GTB. The legal entity and the Nominated Member expressly acknowledge and agree that all provisions of these General Terms of Business (GTB) apply to both of them, jointly and severally.
"Authorised Beneficiary"	means a natural person who is the Member's spouse, parent or child — first-degree family members only — authorised in writing by the Member pursuant to clause 11. This definition applies equally to Individual Members and to the Nominated Member in the case of a Corporate Membership.
"Membership Agreement"	means the contractual relationship formed upon signature of these GTB.
"Membership Fee"	means the annual fee plus any applicable initiation fee and taxes payable by the Member as a condition of membership, as communicated prior to signature.
"Subscription Term"	means the 12-calendar-month period commencing on the Commencement Date.
"Commencement Date"	means the date of signature of these GTB by the Member, or the date on which the membership payment is received, whichever is earlier.

"Services"	means all concierge, lifestyle management, travel facilitation and related services provided by the Company to Members, as described in Part III and Annex A.
"Supplier"	means any third-party provider whose goods or services are procured by the Company on behalf of a Member.
"Delegate"	means an individual authorised in writing by the Member to make requests and bookings on their behalf, under clause 12.
"Authorised User"	means collectively, the Member, any Authorised Beneficiary and any Delegate, each acting within their respective scope of authority.
"Credits"	means any credit points awarded by the Company at its sole discretion under clause 10, having no cash value.
"Member Rate"	means the pricing applicable to confirmed Members, as communicated at the time of each booking.
"Non-Member Rate"	means the standard commercial rate applicable to non-members, which may be up to 50% higher than the Member Rate for the equivalent service.
"Durable Medium"	means any instrument enabling storage of information allowing unchanged reproduction, including email with PDF attachment.
"Force Majeure Event"	means any event beyond the reasonable control of the affected party, including acts of God, pandemic, war, terrorism, civil unrest, governmental action, natural disaster, or inevitable and extraordinary circumstances.
"AML"	means anti-money laundering obligations under Law 129/2019 and applicable EU legislation.
"ANPC"	means Autoritatea Nationala pentru Protectia Consumatorilor — the Romanian National Authority for Consumer Protection.
"SAL"	means solutionarea alternativa a litigiilor — alternative dispute resolution as regulated by OG 38/2015.
"Late Payment Rate"	means a daily interest rate of 0.1% applied to overdue amounts from the due date until payment in full, applicable to Corporate Members only pursuant to clause 5.9.

4. Nature of the Relationship and Capacity

4.1 The Company operates Unlisted as an exclusive, invitation-only luxury lifestyle management and concierge service. In all transactions, the Company acts exclusively as intermediary and agent of the Member, procuring individual Services from Suppliers on the Member's behalf. The Company does NOT generally organise, combine or sell packages of travel services and does NOT act as a travel package organiser in the commercial or legal sense. Each Service constitutes a separate,

standalone booking between the Member and the relevant Supplier, governed by the Supplier's own terms and conditions unless otherwise agreed under a distinct, formally executed package agreement.

4.2 The Company acts as the Member's agent and not as principal. The liability for the provision of any Service is formed directly between the Member (or Authorised User) and the Supplier. The Company's obligation is limited to placing bookings with reasonable skill and care.

4.3 The Company does not guarantee the availability of any Service, property, route or product. Confirmation of a request does not guarantee Supplier performance. The Company makes no warranty as to quality, fitness for purpose, safety or accuracy of any description provided by a Supplier.

4.4 The Company reserves the right to receive commissions, referral fees, volume rebates and other remuneration from Suppliers. The price quoted to Members may reflect such commissions. Members acknowledge and accept this arrangement.

PART II — MEMBERSHIP

5. Membership Commencement, Fees and Payment

5.1 Membership commences on the Commencement Date. The Subscription Term runs for 12 calendar months from the Commencement Date. The Member's obligations under these GTB — including the payment obligation, the AML/CFT declarations, and the non-refundability of the Membership Fee — take effect immediately from the Commencement Date.

5.2 The applicable Membership Fee shall be communicated to the Member in writing prior to the Commencement Date. Payment of the full Membership Fee is due immediately upon receiving the invoice, unless a different payment date is agreed in writing.

5.3 If the Membership Fee is not paid in full by the 14th (fourteenth) calendar day following the Commencement Date, and without any prior notice:

- a) the Member's right to access Services is suspended;
- b) all Services requested but not yet confirmed are held pending payment and will not be processed;
- c) any confirmed Services already provided at Member Rate shall be subject to re-pricing at the Non-Member Rate, with the Member liable for the difference; and
- d) the Company reserves the right to treat the non-payment as a material breach and to terminate the Membership Agreement pursuant to clause 8.4, without prejudice to its right to recover the full Membership Fee as a debt.

5.4 Membership Fees are payable in the currency specified by the Company. Accepted payment methods include credit card, debit card, charge card, bank transfer (subject to the Company's prior approval) and, where enabled by the Company, payments in cryptocurrencies or other digital assets. Where payment is made in cryptocurrencies or digital assets:

- a) the applicable conversion rate shall be determined by the Company (or its designated payment processor) at the time of the transaction;
- b) the Member bears exclusively any price volatility risk between initiation and settlement of the transaction;

- c) all blockchain network fees, gas fees, exchange fees and payment processing fees shall be borne exclusively by the Member; and
- d) payments shall be considered final and non-reversible once confirmed on the relevant blockchain network.

Any exchange rate risk, bank charges and payment processing fees (including those related to digital asset transactions) are borne exclusively by the Member.

5.5 Membership Fees are payable in the currency specified by the Company. Accepted payment methods include credit card, debit card, charge card, bank transfer (subject to the Company's prior approval) and, where enabled by the Company, payments in cryptocurrencies or other digital assets. Where payment is made in cryptocurrencies or digital assets: (a) the applicable conversion rate shall be determined by the Company or its designated payment processor at the time of the transaction; (b) the Member bears exclusively any price volatility risk between initiation and settlement; (c) all blockchain network fees, gas fees and processing fees are borne exclusively by the Member; and (d) payments shall be final and non-reversible once confirmed on the relevant blockchain network.

5.6 The Membership Fee may vary between Subscription Terms. Any change will be notified at least 30 (thirty) days before expiration of the current Subscription Term.

5.7 All Membership Fees are exclusive of applicable VAT, which, if applicable shall be added at the prevailing rate and borne by the Member.

5.8 The Company uses third-party payment processors to process card payments. By making a card payment, the Member consents to the payment processor's use of their data as set out in its own privacy policy. The Company has no responsibility for third-party payment processors or their terms.

5.8 If payment fails or is delayed, the Company reserves the right to suspend access to Services immediately without notice in accordance with clause 5.3.

5.9 Corporate Members Only. All amounts payable by Corporate Members that are not paid by the due date shall bear interest at the Late Payment Rate, accruing daily from the due date until actual payment in full, without any requirement for demand or notice. Interest accrues without prejudice to the Company's right to terminate membership pursuant to clause 8.4. This clause does not apply to Individual Members — no interest on arrears applies.

6. Application and Admission

6.1 Membership is by invitation and subject to application. No person has a right to membership. All applications are subject to acceptance at the sole and absolute discretion of the Company, which is under no obligation to provide reasons for any refusal.

6.2 By submitting an application, the applicant warrants that: (a) they are at least 18 years of age (or, if a legal entity, the signatory has full authority to bind the entity); (b) they have full legal capacity to enter into binding contracts; (c) all information provided is true, accurate and complete; (d) they are not subject to any applicable economic, financial or international sanctions; and (e) they have correctly identified their Member category as Individual or Corporate.

6.3 The Member shall promptly notify the Company of any changes to registration information. Provision of inaccurate or misleading information may result in immediate termination without refund, subject to any mandatory rights of Individual Members.

7. Membership Term and Renewal

7.1 Membership shall be valid for an initial Subscription Term of 12 (twelve) calendar months commencing on the Commencement Date and shall automatically renew for successive 12 (twelve)-month periods (each a “Subscription Term”), unless the Member gives written notice of non-renewal at least 30 (thirty) days prior to the end of the then-current Subscription Term.

The Company shall provide at least 30 (thirty) days' prior notice only in the event of any changes to the applicable renewal terms, including any revised Membership Fee. In the absence of any such changes, the Company shall have no obligation to issue a renewal notice and may issue the renewal invoice directly.

Failure by the Member to submit a valid notice of non-renewal within the above deadline shall result in automatic renewal of the Membership for a further Subscription Term. In such case, the full Membership Fee for the renewed Subscription Term shall become immediately due and payable and shall be non-cancellable and non-refundable, irrespective of whether the Member continues to use the Membership or not.

7.2 Membership is personal to the Member and is strictly non-transferable. It may not be assigned, sublicensed, gifted or otherwise transferred to any third party.

8. Statutory Right of Withdrawal (Individual Members Only)

8.1 Individual Members Only. Individual Members who have entered into the Membership Agreement at a distance (including via email, WhatsApp or online form) have the right to withdraw from the Membership Agreement within 14 (fourteen) calendar days from the Commencement Date, without giving reasons and without incurring costs beyond those specified in clause 8.3.

To exercise the right of withdrawal, the Individual Member must send a clear written statement to the Company before expiry of the 14-day period, by: (a) email to members@unlistedxp.com; or (b) letter to the Company at Splaiul Unirii 96, Bucharest, Romania.

If an Individual Member exercises the right of withdrawal:

- a) where no Services have commenced prior to withdrawal, a full refund of the Membership Fee shall be made within 14 days of receipt of the withdrawal notice, using the same payment method, at no cost to the Member;
- b) where the Member has requested commencement of Services during the withdrawal period, the Member acknowledges that Member Rates are conditional on maintaining active membership. Where, at the time of withdrawal, the Member has confirmed Service bookings at Member Rates, those bookings will be re-priced at the Non-Member Rate. The Member shall pay the difference within 15 (fifteen) calendar days of notification. If the Member fails to pay the difference within this period, the booking is forfeited with no refund of any amount previously paid. The Company has no obligation to seek a refund from any Supplier and no amount is refundable by the Company under this clause.

8.2 The right of withdrawal under clause 8.1 (where applicable) applies to the Membership Agreement only. It does not apply to individual Service bookings. Service bookings for accommodation, car hire, catering or leisure activities where the booking specifies a particular date or period of performance are exempt from any withdrawal right pursuant to article 16(1)(l) of OUG 34/2014. The applicable cancellation regime is the relevant Supplier's own policy.

9. Cancellation, Termination and Refunds

9.1 Save for the statutory right of withdrawal in clause 8.1 (applicable to Individual Members only), and save as expressly required by applicable mandatory law, the Membership Fee paid for any Subscription Term is non-refundable in all circumstances, including but not limited to: voluntary cancellation; failure or inability to use the Services for any reason; dissatisfaction with any Supplier; suspension or termination of membership; or expiry of the Subscription Term.

9.2 No prorated Membership Fee, partial refund or credit note shall be issued in respect of any unused portion of the Subscription Term.

9.3 The Company may suspend access to Services immediately and without notice in the following circumstances: non-payment or late payment of the Membership Fee; non-payment of any outstanding Service charge for more than 5 days; failure to provide AML/CFT documentation within the period specified; suspected fraudulent or unlawful use of the Services; or material breach of these GTB pending investigation. Suspension does not constitute termination and does not entitle any Member to a refund.

9.4 The Company may terminate membership at any time by giving 30 (thirty) days' written notice for any reason. The Company may terminate immediately and without notice in the event of: material breach of these GTB incapable of remedy, or unremedied after 5 days' written notice; provision of false or fraudulent information; failure to pay the Membership Fee within 30 days of the Commencement Date; conduct damaging the Company's reputation; 3 or more no-shows within any 12-month period; prohibited requests; the Member being subject to any sanctions; failure to provide AML/CFT documentation; or the Member's insolvency or inability to pay debts.

9.5 A pro-rata refund of the Membership Fee for the unused remainder of the Subscription Term shall be due ONLY if: (a) the Company has notified a material change to these GTB and the Member notifies non-acceptance before the change takes effect; or (b) the Company suspends the Services for a continuous period exceeding 6 months; or (c) the Company permanently ceases operations pursuant to clause 9.6. In such cases, the Member shall not be entitled to any further compensation, damages or remedies of any kind, whether contractual, statutory or otherwise.

9.6 If the Company permanently ceases operations, at least 30 days' notice will be given and a pro-rata refund of unused Membership Fees will be provided.

9.7 Upon termination for any reason: (a) all licences and access rights cease immediately; (b) all Credits are forfeited without compensation; (c) confirmed Service bookings are subject to the Supplier's cancellation policy; (d) Member Rates no longer apply and pending unconfirmed bookings will be re-priced at Non-Member Rates; (e) all outstanding amounts become immediately due and payable.

10. Credits

10.1 Credits have no cash value and cannot be redeemed for cash under any circumstances. Credits may only be applied by the Member who earned them toward future purchases. Credits are non-transferable and expire on lapse, suspension or termination of membership.

10.2 The Company reserves the right to modify, cancel or revoke Credits at any time, including where awarded in error or as a result of fraudulent or abusive activity.

PART III — SERVICES

11. Authorised Beneficiaries

11.1 A Member may authorise first-degree family members as Authorised Beneficiaries to receive Services under the Member's account. Authorised Beneficiaries are limited to: the Member's spouse or partner; the Member's parents; and the Member's children. This definition applies equally to Individual Members and Corporate Members — no further extension is available to either category.

11.2 The Member is solely and unconditionally responsible for all bookings, costs and conduct of all Authorised Beneficiaries. All bookings for Authorised Beneficiaries are charged to the Member's account. The Member is jointly and severally liable with each Authorised Beneficiary for all amounts due.

12. Delegates

12.1 A Member may authorise a Delegate by submitting a written request specifying the Delegate's full name, contact details and scope of authority. The Member must approve all Delegate requests before they are fulfilled. Withdrawal of Delegate authority is effective only upon receipt of written notification by the Company.

12.2 The Member assumes sole responsibility for all Delegate actions and is jointly and severally liable for all costs arising therefrom.

13. General Service Terms

13.1 Services available to Members are described in Annex A. The availability of specific Services may vary depending on destination, Supplier availability, lead time, local restrictions and other factors. The Services list in Annex A is non-exhaustive; additional services may be discussed and arranged on a case-by-case basis.

13.2 Members should always confirm with the Company whether a specific Service is available for their intended destination BEFORE submitting a booking request. The Company accepts no liability for unavailability of a Service in a particular destination that was not expressly confirmed as available by the Company in writing.

13.3 All service requests must be submitted by email at members@unlistedxp.com or via the Company's designated WhatsApp number.

13.4 All prices quoted are indicative until the Member confirms the booking and full payment is received in cleared funds. The Company bears no liability for price changes between quotation and confirmed booking.

13.5 The Company may refuse any service request in its sole discretion without giving reasons, including requests involving adult entertainment; anything illegal, immoral or potentially criminal; firearms or controlled substances; services for non-members without the Member's or Authorised Beneficiary's presence; or any request considered excessive, unreasonable or contrary to Unlisted values.

13.6 All quotations, confirmations and communications via email or WhatsApp constitute communications on a Durable Medium and form part of the contractual record.

14. Payment for Services

14.1 Payment for all Services is due in full before the Company places an order with any Supplier, unless the Company expressly agrees otherwise in writing. All prices include applicable taxes and duties known to the Company at the time of quotation; import duties assessed by foreign authorities are borne by the Member.

14.2 Payment must be made without set-off, counterclaim, deduction or withholding. The Company may set off any amount owed to it by the Member against any amount payable by the Company to the Member.

14.3 If a Supplier rejects an order or a purchase is not successful, the Company will promptly refund the specific payment made. Any refund due from the Supplier in respect of a failed purchase is absolutely assigned to the Company to the extent of any advance the Company has made on the Member's behalf.

14.4 By paying by card, the Member acknowledges that the Company may pre-authorise the payment method. If a payment card is lost or stolen, the Member must immediately notify the card issuer and inform the Company.

14.5 All payments must be in the currency specified by the Company. Exchange rates and conversion fees are determined by the Member's payment issuer. The Company accepts no liability for currency fluctuations and commissions.

14.6 Member Rates are conditional on maintaining active membership. Upon suspension, termination or lapse of membership for any reason, all confirmed Service bookings are immediately re-priced at the Non-Member Rate. The Member shall pay the Company the difference within 15 (fifteen) calendar days of notification. If the Member fails to pay the difference within this period, the booking is forfeited with no refund of any amount previously paid. The Company has no obligation to seek a refund from any Supplier and no amount is refundable by the Company under this clause.

15. Service Bookings — Terms and Cancellation

15.1 Where the Company procures a Service on the Member's behalf, it does so as concierge intermediary and agent. The contract for the Service is formed directly between the Member (or Authorised Beneficiary) and the Supplier. The Company has no responsibility for Supplier performance, availability, quality, safety or compliance.

15.2 All amounts paid or payable in connection with such a booking are non-refundable by the Company. The 14-day statutory right of withdrawal does NOT apply to Service bookings for accommodation (other than residential), car hire, catering or leisure activities where the booking specifies a particular date or period of performance.

15.3 Where a Supplier cancels, modifies or fails to perform a Service, the Member's sole remedy shall be against the relevant Supplier in accordance with the Supplier's applicable terms and conditions. The Company shall have no responsibility or liability in respect of such cancellation, modification or non-performance. The Company will use reasonable efforts to assist in communications but accepts no liability for Supplier failures.

15.4 The Company is not responsible for: any loss arising from the Member's failure to check visa, passport, health or entry requirements; local taxes, resort fees or other charges payable at the destination; or any loss attributable to the Member's own conduct or failure to follow Supplier instructions.

PART IV — MEMBER OBLIGATIONS AND CONDUCT

16. AML, CFT and Sanctions Compliance — Member Declarations

16.1 By signing these GTB and on a continuing basis throughout the Subscription Term, the Member expressly declares, represents and warrants that:

- (a)** the Member is not and has not been subject to any investigation, inquiry, enforcement action or criminal proceedings in connection with money laundering, financing of terrorism, corruption, bribery, fraud or any related offence, in Romania or in any other jurisdiction;
- (b)** all funds used to pay the Membership Fee and all Service payments originate from lawful sources and do not represent the proceeds of any criminal activity;
- (c)** the Member is not designated on, and no beneficial owner, family member or associate of the Member is designated on, any sanctions list administered by the EU, the UN Security Council, OFAC (US), the UK Office of Financial Sanctions Implementation, Romania (including via ONPCSB), or any other applicable sanctions authority;
- (d)** the Member is not and has not been a politically exposed person (PEP) within the meaning of Law 129/2019 without having disclosed this to the Company; and
- (e)** the Member is not directly or indirectly acting on behalf of any person or entity that would fail to satisfy the conditions in (a) to (d) above.

16.2 The Member shall notify the Company in writing within 3 (three) business days of becoming aware of any change in circumstances that renders any declaration in clause 16.1 inaccurate. Failure to notify constitutes a material breach and grounds for immediate termination without refund.

16.3 The Company reserves the right, at any time and at its absolute discretion, to request that the Member provide documentary verification of any declaration in clause 16.1, including a copy of national identity document or passport, proof of source of funds, or a sanctions self-declaration form. The Member shall provide such documentation within 5 (five) calendar days of the request. Failure to comply shall entitle the Company to suspend access to Services immediately and, if documentation is not provided within a further 5 days, to terminate the Membership Agreement without refund.

16.4 If the Company identifies or reasonably suspects that any declaration in clause 16.1 is inaccurate, or that the Member is involved in money laundering or terrorist financing: (a) the Company shall immediately suspend or terminate membership without notice and without refund; (b) the Company shall not be required to disclose the grounds for suspension or termination beyond general reference to this clause; and (c) the Company may report the matter to the relevant authorities (including ONPCSB — Oficiul National de Prevenire si Combatere a Spalarii Banilor) as required by applicable AML legislation. No liability shall attach to the Company for any report or disclosure made in good faith.

16.5 The Member indemnifies the Company against all fines, penalties, costs and losses arising from any breach of the declarations in clause 16.1 or any failure to comply with applicable AML/CFT or sanctions legislation. This indemnity survives termination of the Membership Agreement.

17. Travel Documentation, Insurance and Health

17.1 The Member is solely responsible for ensuring that all travellers in their party — including Authorised Beneficiaries — hold valid passports, visas, travel permits and all documentation required by destination and transit country authorities.

17.2 Members are strongly advised to obtain comprehensive travel insurance covering cancellation, medical expenses, evacuation, personal liability, baggage and pre-existing medical conditions. The Company does not provide or advise on travel insurance.

17.3 In the event of a flight delay, cancellation or denied boarding, rights under EU Regulation 261/2004 are against the operating airline only. If the Member claims compensation from the Company instead of pursuing the airline, they must assign their rights against the airline to the Company upon receipt of any such payment.

17.4 Local taxes, resort fees and other destination charges are not included in any quoted price unless expressly stated and are the Member's sole responsibility.

18. Prohibited Uses

18.1 The Member shall not use the Services in any way that: violates any applicable law or regulation; involves adult entertainment, immoral, indecent, illegal or unlawful conduct; infringes any intellectual property or privacy rights; distributes malware or harmful code; seeks unauthorised access to any system; harasses, intimidates or threatens any person; promotes discrimination or violence; involves fraudulent or misleading activity; scrapes or extracts data from the Company's systems; makes requests for non-members without the Member's or Authorised Beneficiary's presence (save as agreed in writing); or constitutes excessive, bad-faith or unreasonable use as determined solely by the Company.

18.2 The Company may immediately suspend or terminate membership and claim compensation upon any violation of clause 18.1.

19. Behaviour and No-Show Policy

19.1 All Members, Authorised Beneficiaries and Delegates must maintain the highest standards of respect and integrity. Abusive, violent or disruptive conduct, or vandalism of property, constitutes immediate grounds for membership revocation without refund.

19.2 No-show fees imposed by Suppliers are passed on to the Member in full. Three or more no-shows within any 12-month period may result in suspension or termination of membership.

19.3 The Member is responsible for communicating all dietary, medical, accessibility and special requirements to the Company in advance. The Company is not liable for failures to accommodate requirements not communicated in a timely manner.

20. Member Indemnification

20.1 The Member shall indemnify and keep the Company, its directors, officers and employees fully indemnified against all losses, liabilities, costs, damages and expenses (including legal fees on a full indemnity basis) arising directly from: (a) any unauthorised, unlawful or fraudulent use of the Services by any Authorised User; (b) the Member's material breach of these GTB; (c) the Member's violation of any applicable law or regulation; (d) any third-party claim arising from the conduct of the Member, an Authorised Beneficiary, Delegate or guest; (e) any regulatory investigation, fine or penalty triggered by the Member's conduct; or (f) any breach of the AML/CFT declarations in clause 16.

For Individual Members, this indemnity applies to the maximum extent permitted by mandatory consumer protection law.

For Corporate Members, this indemnity is unlimited and survives termination of the Membership Agreement.

PART V — INTELLECTUAL PROPERTY

21. Ownership and Licence

21.1 "UNLISTED" is a trademark of the Company. All rights in and to the Services, website, content, databases, graphics, logos, trademarks, software and code are and remain the exclusive property of the Company or its licensors. Nothing in these GTB grants the Member any ownership rights.

21.2 The Company grants the Member a personal, non-commercial, non-transferable, revocable licence to access and use the Services for the purpose of receiving the benefits of membership. This licence terminates automatically on cessation of membership.

21.3 The Member may not copy, reproduce, reverse engineer, create derivative works from or commercially exploit any the Company intellectual property without prior written consent.

PART VI — LIABILITY AND DISCLAIMERS

22. Non-Excludable Liability

22.1 Nothing in these GTB excludes or limits the Company's liability for:

- (a) gross negligence and wilful misconduct by the Company;
- (b) any rights conferred on consumers by mandatory provisions of Romanian or EU consumer protection law that cannot be derogated from, including under OG 21/1992, OUG 34/2014, Law 193/2000 and directly applicable EU regulations — applicable to Individual Members only;
- (c) fraud or fraudulent misrepresentation by the Company; or
- (d) any other liability that cannot be lawfully excluded under mandatory Romanian law.

23. Liability Cap — Membership and Services

23.1 Subject to clause 22, the Company's total aggregate liability to an Individual Member for all claims arising out of or in connection with the Membership Agreement and Services shall not exceed the Membership Fee paid by the Individual Member in the 12 (twelve) months immediately preceding the event giving rise to the claim.

23.2 Subject to clause 22, the Company shall not be liable for: (a) loss of profit, revenue, business, opportunity or anticipated savings; (b) loss of or damage to data; (c) indirect, consequential, special or punitive loss or damage; (d) loss or damage arising from any Supplier's acts or omissions; (e) any Supplier's failure or refusal to provide any service; (f) loss attributable to the Member's own negligence or failure to comply with applicable law or Supplier terms; or (g) losses arising from a Force Majeure Event.

24. Force Majeure

24.1 Neither the Company nor the Member shall be in breach of these GTB, nor liable for any failure or delay in the performance of any obligation (other than any obligation to pay sums due), to the extent such failure or delay is directly caused by a Force Majeure Event. The affected party shall: (a) notify the other party as soon as reasonably practicable, providing reasonable details of the Force Majeure Event and its expected duration; and (b) use all reasonable efforts to mitigate its effects and resume performance as soon as reasonably practicable. The affected obligations shall be suspended for the duration of the Force Majeure Event.

PART VII — DATA PROTECTION AND COMMUNICATIONS

25. Personal Data

25.1 The Company processes personal data of Members, Authorised Beneficiaries, Delegates and travelling companions as data controller under Regulation (EU) 2016/679 (GDPR) and Law 190/2018. Full details of processing activities, legal bases, retention periods, international transfers and Member rights are set out in the Company's Privacy Notice at www.unlistedxp.com/privacy-policy.

25.2 Where the Member provides data relating to Authorised Beneficiaries, Delegates or other third parties, the Member warrants they have authority to provide such data and that the individuals concerned have been informed of the Privacy Notice.

25.3 For Service bookings, personal data (including health data) may be shared with Suppliers globally. Health data is processed on the basis of the Member's explicit consent, given by communicating such requirements to the Company.

26. Electronic Communications

26.1 The Member agrees that the Company may communicate by email, WhatsApp, SMS, telephone or other permitted means regarding their account and the Services.

26.2 Commercial marketing communications by email will only be sent where the Member has given express prior consent. Consent may be withdrawn at any time by contacting members@unlistedxp.com.

PART VIII — DISPUTE RESOLUTION AND GOVERNING LAW

27. Complaints Procedure

27.1 This complaints procedure is communicated to the Member at the time of or before conclusion of the Membership Agreement, in compliance with article 6(1)(g) of OUG 34/2014. Written complaints should be submitted to members@unlistedxp.com: (a) for travel-related matters, within 30 days of the relevant event; (b) for all other matters, within 30 days of the event giving rise to the complaint.

27.2 The Company will acknowledge all complaints within 5 (five) business days and provide a substantive written response within 30 (thirty) calendar days.

28. Alternative Dispute Resolution

28.1 Individual Members Only. If a dispute cannot be resolved through the internal complaints procedure in clause 27, the Individual Member may refer it to: Directia SAL — ANPC, Bulevardul Aviatorilor nr. 72, Sector 1, Bucharest | www.anpc.ro. Participation in SAL proceedings is voluntary for the Company. Nothing prevents the Individual Member from commencing proceedings before the competent Romanian courts at any time. This clause does not apply to Corporate Members — SAL/ANPC mechanisms do not apply. Disputes are resolved pursuant to clause 29.

29. Governing Law and Jurisdiction

29.1 These GTB are governed by Romanian law. All disputes are subject to the exclusive jurisdiction of the courts of Bucharest.

29.2 Individual Members Only. The choice of Romanian law and Bucharest courts does not deprive Individual Members of mandatory consumer protections afforded by the law of their habitual residence, to the extent required by article 6 of Regulation (EC) 593/2008 (Rome I) and Regulation (EU) 1215/2012 (Brussels I Recast). This clause does not apply to Corporate Members — no Rome I or Brussels I Recast savings apply. The courts of Bucharest have exclusive jurisdiction. Corporate Members irrevocably waive any objection to venue on grounds of inconvenient forum.

PART IX — GENERAL PROVISIONS

30. Amendments

30.1 Material amendments to these GTB will be notified at least 30 days in advance via email or WhatsApp, with a copy of the amended terms. Continuing to use the Services after the effective date constitutes acceptance.

31. Entire Agreement, Severability and Waiver

31.1 These GTB, together with the Privacy Notice and any Order Confirmation issued for individual bookings, constitute the entire agreement between the parties, superseding all prior representations and understandings. In the event of conflict, Order Confirmations prevail over these GTB in respect of the specific booking.

31.2 If any provision is found invalid, unenforceable or illegal, it shall be severed without affecting the remaining provisions. Any provision found to be an unfair term under Law 193/2000 shall be deemed not incorporated (applicable to Individual Members only).

31.3 No failure or delay by the Company in exercising any right or remedy constitutes a waiver.

32. Electronic Signatures

32.1 These GTB may be accepted electronically. Electronic acceptance is legally binding under Law 455/2001 and Regulation (EU) 910/2014 (eIDAS), and produces the same legal effects as a wet-ink signature pursuant to article 7(1) of Legea 365/2002.

32.2 These GTB are permanently accessible for download at www.unlistedxp.com/terms-conditions in compliance with article 8(4) of Legea 365/2002.

33. Assignment and Third Parties

33.1 The Member may not assign any rights or obligations under these GTB without the Company's prior written consent.

33.2 The Company may assign or transfer its rights or obligations to any third party, provided any assignee continues to honour the Member's rights under these GTB.

34. Seller of Travel Disclosures

34.1 The Company holds Tourism Licence No. 2795/05.09.2023 and IATA registration number 6921318-5. Details of the current insolvency protection instrument are maintained by the Company in accordance with applicable legislation and communicated in the relevant booking document.

ANNEX A — SERVICES LIST, LIMITATIONS AND EXCLUSIONS

The services below represent categories currently offered by Unlisted. Availability is subject to destination, Supplier availability, local regulations and lead time. The list is non-exhaustive. It is the Member's responsibility to confirm availability for a specific destination BEFORE submitting a booking request.

- Hotel and Villa Accommodation Bookings
- Commercial Flight Ticketing Services
- Private Jet & Helicopter Charter Brokerage
- Reservations for Restaurants, Nightclubs, Lounges, and Beach Clubs
- Car Transfer Bookings in select cities worldwide
- Luxury Pay-By-the-hour disposal cars in select cities worldwide
- Airport VIP Meet & Greet Services in select cities worldwide
- VIP Access & Tickets to Exclusive Sports/Cultural Events (limited to select events)
- Luxury Weekly Yacht Charter Services
- Invitations to Exclusive, Invite-Only Member Events hosted by the Company or its partners (some events may incur additional charges)

The Company reserves the right to offer additional services not listed above at its discretion. While the services listed above form part of our general offerings, the Company retains the right to modify, amend, or refuse any of these services at its sole discretion, at any time.