



## MEMBERSHIP TERMS OF SERVICE

LAST UPDATED 31 JANUARY 2016

Welcome to the Supercar Owners Circle (the "SOC Service" or "SOC"), a network of car collectors operated by Supercar Owners Circle Ltd, a company registered in England under registration number 09892384 and registered address at 71-75 Shelton Street, Covent Garden, London WC2H 9JQ („we“ „us“ and „our“ being interpreted accordingly).

This agreement (together with any documents referred to in it) describes the Membership Terms of Service for membership in SOC in general, as well as for the use of the SOC Service, whether such services are available online, offline or via mobile networks. Members of the SOC Service are referred to individually as a "Member" and collectively as "Members" ("you" and "your" being interpreted accordingly). BY SUBMITTING YOUR APPLICATION FOR A MEMBERSHIP, YOU AGREE TO BE BOUND BY THESE MEMBERSHIP TERMS OF SERVICE.

### 1. MEMBER ELIGIBILITY

Use of the SOC Service and membership in SOC are not available to the general public and requires an approval by our admission committee. You may not share, sell, trade or transfer a membership account to another person, nor use an account that was not originally yours. If an account violates these conditions, the account can be terminated immediately.

You may not use a pseudonym or alias. You agree that all the information you provide about yourself is and remains truthful and accurate. Misleading or false information is sufficient reason for us to terminate your account. SOC reserves the right to verify the authenticity of your identity and personal information using publicly available records and by requesting from you proof of identification or other relevant documents. You agree that SOC will have no liability arising from any information that is incorrectly verified.

As a member of SOC, you warrant that you are using the SOC Service as a private individual for private use, and not on behalf of or representing any form of a commercial entity, corporation or other business organization. Businesses and other legal entities may not use the SOC Service for any purpose. You represent that you have full authority and capacity to use the SOC Service and to agree to be bound by these Terms, and that agreeing to these Terms will not violate any other agreement to which you are bound.

### 2. MEMBERSHIP FEE

The annual Membership Fee is currently priced at \$2,500. Upon approval or renewal of your membership, your membership fees become payable immediately. The Supercar Owners Circle reserves the right to review and change the Membership Fee at any time. Changed fees are only applicable upon renewal or new membership registration. Fees around events are subject to separate terms outlined in the Registration Form.

### 3. MEMBERSHIP RENEWAL

Your Membership will renew automatically ("Membership Renewal") commencing on the day after the anniversary of the last day of the calendar month in which you purchased the Membership. Membership renewals are reviewed by a Renewal Committee on an annual basis. The decision of the Renewal Committee is final and without appeal. Your Membership Fee will not be charged if your account has been terminated prior to or on the date of your Membership Term expiration.

### 4. PROPOSING NEW MEMBERS

Members are welcome to propose new applicants to join the Supercar Owners Circle. Please send us an email to [admission@supercarownerscircle.com](mailto:admission@supercarownerscircle.com) if you would like to propose someone.

### 5. CANCELLING YOUR MEMBERSHIP

You are free to withdraw your application or resign your membership. Should you wish to do so, please contact your Personal Liaison Manager at [plm@supercarownerscircle.com](mailto:plm@supercarownerscircle.com) for a cancellation form. Refunds will be at the discretion of the management.

### 6. SOC MEMBERSHIP CARD TERMS

You accept that you are personally responsible for any charges, including taxes and incidentals, or payments that may or may not be

required to redeem SOC Member Privileges or receive services from third-party companies recommended to you by us. The SOC Membership Card has no transactional capability.

#### **7. SOC MEMBER PRIVILEGES TERMS**

SOC Member Privileges are not transferable and are available for redemption exclusively for SOC Members. Misuse of access to privileges or attempts to share privileges with anyone may result in termination of the membership. Privilege Partners might require you to present your SOC Membership Card to verify SOC membership and redeem privileges. You are personally responsible for any charges, including tax and incidentals, or payments required to redeem SOC Member Privileges. SOC has the right to add, modify or eliminate any Member Privilege at any time. SOC does not guarantee the availability of any of its benefits and they are all subject to change at any time without notice. You accept that some Privilege Partners may make privileges unavailable during certain periods.

SOC Privilege Partners have their own terms and policies. Please be advised to read them on the website of any Privilege Partner. You agree to abide by our Privilege Partners' terms and policies, including but not limited to: payment of all amounts when due, compliance with restrictions or rules regarding availability and occupancy, cancellation policies, or use of fares, products or services.

#### **8. SOC MEMBER SERVICES AND THIRD PARTY EVENTS**

SOC Member Services are available exclusively to Members of the Supercar Owners Circle, whereby SOC acts in an intermediary function on a recommendation only basis. SOC has the right to add and modify Member Services at any time. SOC does not guarantee the availability of any of its services and they are all subject to change at any time without notice. SOC shall not be liable whatsoever for damages that have resulted, or could result, from the use of services recommended by us.

SOC from time to time offers access to third party events. You are personally responsible for any charges, including tax and incidentals, or payments required to participate in third party events offered to Members. SOC has the right to add, modify or eliminate any offering at any time. SOC does not guarantee the availability of any third party events and they are all subject to change at any time without notice. Third party events have their own terms and policies.

#### **9. PRESS / SOCIAL MEDIA**

The Supercar Owners Circle has a strict press policy. Members will be held accountable if they or their guests disclose or identify any other members or guests who are part of the Supercar Owners Circle in any press or social media including Facebook, Twitter and on personal blogs.

#### **10. CONFIDENTIALITY**

The management of the Supercar Owners Circle and all staff members adhere to the strictest confidentiality standards and pledge to maintain all records and personal information concerning the members and their guests in the strictest confidence.

#### **11. MEMBERSHIP DATABASE**

It is important for us to have your current details in our membership database. If your contact or personal details change, please let us know via the contact form on our website.

#### **12. DISCIPLINARY PROCEDURE**

Conduct that is prejudicial to the reputation and character of the Supercar Owners Circle may result in suspension or expulsion. Such conduct may include violent or abusive behaviour, the communication of information concerning the circle or members or their guests to the media. A refund of the expelled member's subscription will be at the discretion of the Supercar Owners Circle. If any member's (or his or her guests') conduct is contrary to the interests of the Supercar Owners Circle, the management may expel the member from the Supercar Owners Circle and/or suspend or terminate that member's membership.

#### **13. SUPERCAR OWNERS CIRCLE TRADE MARK RIGHTS**

All members and their guests shall not use the names, logos, colours, trade marks, service marks, photographs, trade dress, or other identifying features of the Supercar Owners Circle (the "SOC Marks") without obtaining the specific prior written approval of SOC as to the specific use.

You hereby expressly recognise that the SOC Marks are the valid, unique and exclusive property of Supercar Owners Circle Ltd, its parent, affiliates and/or subsidiaries. Members and their guests may not produce or create, or authorise others to produce or create, the SOC Marks for any purpose whatsoever, including, but not limited to, in any communications, marketing, advertising or other promotional

materials (including, but not limited to, brochures, flyers, invitations, e-mail messages, etc.) that utilize the SOC Marks without SOC's prior written consent.

#### **14. MODIFICATIONS TO THE MEMBERSHIP TERMS OF SERVICE, THE MEMBERSHIP AND/OR THE SOC SERVICE**

SOC reserves the right, at our sole discretion, to change, modify, add, suspend, terminate or remove portions of these Membership Terms of Service at any time.

#### **15. NOTIFICATIONS**

SOC may provide you with notifications, including those regarding modifications to the Membership Terms of Service and regarding the suspension and/or termination of your account, by email, regular mail or postings on the SOC Service. Notification will be deemed given forty-eight (48) hours after an email is sent. If notification is given by mail to your postal address, it will be deemed given ten (10) days after the date of mailing. Notifications posted on the SOC Service will be deemed given thirty (30) days following the initial posting.

#### **16. WAIVER**

The failure of SOC to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by SOC.

#### **17. INDEMNIFICATION**

You agree to indemnify, save, and hold SOC, its affiliated companies, contractors, employees, agents and its third-party suppliers, licensors, partners and their affiliated companies, contractors, employees and agents harmless for any claims, losses, damages, liabilities, including legal fees and expenses, arising out of your use or misuse of the SOC Service, any violation by you of these Terms, or any breach of the representations, warranties, and covenants made by you herein. SOC reserves the right, at your expense, to assume the exclusive defence and control of any matter for which you are required to indemnify SOC and its third-party suppliers, licensors and partners, and you agree to cooperate with SOC's defense of these claims. SOC will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

#### **18. DISCLAIMER; NO WARRANTIES**

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SOC, AND ITS AFFILIATES, PARTNERS, LICENSEES, LICENSORS AND SUPPLIERS DISCLAIM ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS, ALL WITH REGARDS TO THE WEBSITE AND YOUR USE THEREOF. NO ADVICE OR INFORMATION, WHETHER VERBAL OR WRITTEN, OBTAINED BY YOU FROM SOC OR THROUGH THE SOC SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION OF THESE TERMS, SOC INCLUDES SOC'S OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSEES, LICENSORS AND SUBCONTRACTORS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND AGENTS.

YOU EXPRESSLY AGREE THAT USE OF THE SOC SERVICE IS AT YOUR SOLE RISK. THE SERVICE AND ANY DATA, INFORMATION, THIRD-PARTY SOFTWARE, MEMBER CONTENT, THIRD PARTY SITES, SERVICES, OR APPLICATIONS MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS OR IMPLIED.

SOC, ITS SUPPLIERS, LICENSEES, LICENSORS, AFFILIATES, AND PARTNERS DO NOT WARRANT THAT THE DATA, MEMBER CONTENT, FUNCTIONS, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE SERVICE OR ANY THIRD PARTY SITES WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES OR OTHER HARMFUL COMPONENTS AND DO NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

#### **19. LIMITATION OF LIABILITY AND DAMAGES**

UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, NEGLIGENCE, WILL SOC OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSEES, LICENSORS, OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OF OR YOUR INABILITY TO USE THE SERVICE OR ANY THIRD PARTY SITES, OR ANY OTHER INTER-

ACTIONS WITH SOC, EVEN IF SOC, ITS THIRD-PARTY PARTNERS, LICENSEES, LICENSORS, OR SUPPLIERS OR AN SOC AUTHORISED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SOC'S LIABILITY, AND THE LIABILITY OF ITS THIRD-PARTY PARTNERS, LICENSEES, LICENSORS OR SUPPLIERS, IF ANY, WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

SOC WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM ANY UNSUCCESSFUL COURT ACTION OR LEGAL DISPUTE, LOST BUSINESS, LOST REVENUES, OR LOSS OF ANTICIPATED PROFITS OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER) ARISING OUT OF OR RELATING TO THE DEFAULT OF ANY PRIVILEGE PARTNER OR LICENSOR. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, SOC'S LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

SOME COUNTRIES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM COUNTRY TO COUNTRY AND JURISDICTION TO JURISDICTION.

#### **20. DISPUTE RESOLUTION, ARBITRATION AND JURISDICTION**

*These Terms will be governed by and construed in accordance with the laws of Switzerland, without giving effect to any principles of conflicts of law. You agree that with regard to any dispute arising between you and SOC out of or in connection with these Terms (including a dispute regarding the construction and validity thereof) the ordinary courts of the canton of Zurich, Switzerland, shall have exclusive jurisdiction, and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action. YOU AND SOC AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICE MUST BE NOTIFIED TO THE OTHER PARTY WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.*