

TERMS AND CONDITIONS – FII INSTITUTE MEMBERSHIP AND SUBSCRIPTION FEE

1. About us

We are the Future Investment Initiative Institute, a non-profit entity located at RDC Complex, Building CS01, 4th Floor, Unit 9, 4044 Al Imam Saud Ibn Abdul Aziz Branch Road, Al Nakhil, Riyadh 12382, Saudi Arabia ('**FII**').

2. These terms

- 2.1. Any reference to '**we**', '**us**' or '**our**' in these terms and conditions ('**Terms**') is to FII and any reference to '**Member**' or '**Members**' and '**you**' or '**your**' is to the person or persons subscribing to the Future Investment Initiative Institute ('**FII**').
- 2.2. We may amend these Terms at any time in our sole discretion without notification. Please check these Terms, which are available on [FII's website](#), regularly to ensure you understand the Terms that apply at that time.

3. Eligibility

- 3.1. Membership is open to individuals and organizations. To be eligible for membership to FII, individuals must be at least 18 years of age at the time of payment of the membership subscription fee ('**Membership Fee**').
- 3.2. To be eligible for membership to FII, all applicants must agree to accept these Terms, as amended from time to time, and, should they be accepted as a Member, to abide by these Terms when receiving, using, and obtaining any of the privileges associated with FII membership (and, with respect to corporate applicants, to ensure that their employees and representatives do so as well).

4. Application

- 4.1. Notwithstanding anything to the contrary, invitations to apply for membership do not constitute an offer of membership.
- 4.2. FII reserves the right, in its sole discretion and for any reason, to reject any application for membership. All membership applications are subject to the decision of FII membership committee, and decisions are not final until approval is granted in writing.

5. Membership Fee and payment

- 5.1. FII retains the right to alter and amend the Membership Fee from time to time.
- 5.2. By making payment of the Membership Fee, you agree to be bound by the Terms contained herein.
- 5.3. Any Member who fails to pay their membership subscription fee on the due date will

automatically cease to be a Member from that day and all privileges will be forfeited.

- 5.4. Unless stipulated otherwise, all Membership Fees exclude any applicable taxes including, but not limited to, value added tax.
- 5.5. Except as provided for herein or unless determined otherwise by FII, FII Institute Membership subscriptions are non-cancellable, non-refundable, and non-transferable.
- 5.6. The benefits of Membership consist of an invitation to FII's annual conferences, including its annual Riyadh flagship conference. (Expenses to attend such conferences, such as hotel and airfare, are not included.) Members have no governance or other rights with respect to FII, and may not speak on behalf of, or represent themselves as agents of, FII.

6. Event, Summit, or Conference cancellation

- 6.1. In the event of cancellation, postponement, or amendment of the date of any FII event, summit or conference, FII will not be responsible for any consequential loss incurred by a Member as a result of such cancellation, postponement, or date change.

7. Conduct and Right of refusal

- 7.1. We have the right acting in our absolute discretion and without limitation to refuse entry to any Member who wishes to enter or attend an FII event, summit, or conference.
- 7.2. We have the right to refuse any application for membership to FII in our sole and absolute discretion and cancel the subscription of any Member at any time. If FII cancels a membership subscription, we will refund the affected Member or Members the Membership Fee, on a pro-rata basis for any days remaining of membership.
- 7.3. You are solely responsible for checking the date, time, location of any FII event, summit or conference and making your own arrangements should you wish to attend.
- 7.4. You acknowledge that we cannot guarantee admission to any FII event, summit, or conference as such may be subject to a limitation on the number of attendees.
- 7.5. Notwithstanding anything contained herein to the contrary, if a Member is refused admission to the annual Riyadh flagship conference due to government health and security measures, then FII will refund in full the Membership Fee to the Member.
- 7.6. You acknowledge and agree that you may be required to enter security check points prior to entering any FII event, summit, or conference and that we may confiscate any item that we or our authorized representatives deem to be a security risk.
- 7.7. You acknowledge and agree that FII shall not discriminate on the basis of race, color, national origin, age, disability, religion, or gender (including pregnancy, childbirth and related medical condition, gender orientation and gender identity), creed, ethnicity, national origin/ancestry, citizenship status, marital status, veteran or military status, or any other protected category under applicable law.
- 7.8. Members shall not discriminate against any party in any protected category under applicable law at any FII conference or event, or otherwise in the context of their involvement with FII.
- 7.9. Any Member (or representative of a corporate Member) who acts in ways deemed by, FII in its sole discretion, to negatively impact FII, its charitable mission, its reputation and/or interests or its Members, may be asked by FII to vacate immediately any FII

event, summit, or conference and/or further may have their membership terminated immediately with all attached privileges.

8. Membership term and renewal

- 8.1. The FII Institute Membership period commences on 1 January and will end on 31 December of each year (each such period being the 'annual membership period').
- 8.2. Application for membership is open throughout the year and shall be valid for the annual membership period.
- 8.3. FII shall only grant membership to new persons or returning Members who: (i) have completed the applicable membership application form (as applicable and as updated from time-to-time); and (ii) upon receipt by FII of the applicable Membership Fee.
- 8.4. These Terms and Conditions, including any revisions, remain in effect for the duration of membership.

9. Use of media and devices

- 9.1. Unless with the express prior written permission of FII, no cameras and/or video recording devices are permitted at any of the summits, conferences, or other events of FII.
- 9.2. All Members consent without objection to photographs, video, sound recordings and such like to be captured and used in printed and electronic media, including the internet and social media platforms, while attending any of the events, summits, or conferences of FII.

10. Limitation of liability

- 10.1. FII SHALL NOT BE LIABLE FOR ANY CLAIMS, ACTIONS, INJURY, LOSS OR DAMAGE OF ANY KIND, INCLUDING, WITHOUT LIMITATION, INDIRECT OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY OR DEATH, ARISING OUT OF, IN CONNECTION WITH, OR OTHERWISE RESULTING FROM ATTENDANCE AT ANY EVENT, SUMMIT AND/OR CONFERENCES OF FII, OR MEMBERSHIP IN FII.
- 10.2. THIS LIMITATION OF LIABILITY IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, DIRECT, INDIRECT, OR CONSEQUENTIAL DAMAGES; LOSS OF DATA, INCOME, OR PROFIT; LOSS OR DAMAGE TO PROPERTY; AND CLAIMS OF THIRD PARTIES.
- 10.3. YOU ACKNOWLEDGE AND AGREE THAT FII HAS NOT MADE AND IS NOT IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, STATUTORY, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO FII INSTITUTE MEMBERSHIP.
- 10.4. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FII DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO FII MEMBERSHIP OR FII ITSELF, AND FII SHALL NOT BE LIABLE FOR THE CONSEQUENCES OF ANY INTERRUPTIONS OR ERRORS RELATED THERETO.

11. Events beyond our control

- 11.1. We are not liable to you if we fail to comply with these Terms because of circumstances beyond our control.

12. Third party rights

- 12.1. These Terms apply to you and the FII. No other person has any rights to enforce any of the Terms which are exclusively between you, the FII and FII.

13. Transfer of rights and obligations

- 13.1. We may transfer any of our rights and obligations under these Terms without your consent, but where we do so, we will notify you of the transfer and ensure your rights are not adversely affected as a result.
- 13.2. You are not permitted to transfer any of your rights and obligations under these terms to anyone without our prior written consent.

14. Confidentiality/Data Protection

- 14.1. By becoming a Member of FII, you agree to receive advertising, marketing materials and other communications from FII, and to the terms of FII's Privacy Policy, which is available [here](#).
- 14.2. By becoming a Member of FII, you agree to public disclosure of your status as an FII Member (including, for corporate members, their name and logo).

15. Administration of Terms

- 15.1. These Terms shall be interpreted, construed and enforced, and governed in all aspects in accordance with the exclusive jurisdiction and laws of the Kingdom of Saudi Arabia. Any cause of action arising under or relating to these Terms may be brought exclusively in a court in Riyadh, Saudi Arabia.
- 15.2. In all matters relating to the administration of FII and its membership, the decision of FII shall be final.