

# Terms and Conditions of Issue of "Macau Pass" Card

## 1. Introduction

- 1.1 These Terms and Conditions of Issue apply to any customer who uses any "Macau Pass" Card.
- 1.2 These Terms and Conditions of Issue are the contract between you and the Company.
  - "You" means the cardholder.
  - "The Company" means "Macau Pass, S.A.", the operator of "Macau Pass" payment system.
  - "Macau Pass" Card means: The smart card with electronic Card features.
  - The "Product" means the item of consumer product that contains the technology of the Company, such as watches and various adornments.
- 1.3 Your use of the "Macau Pass" Card means that you accept to be bound by these Terms and Conditions of Issue.
- 1.4 The terms used in these Terms and Conditions are interpreted as follows:
  - 1.4.1 In these Terms and Conditions, "Macau Pass" Card, if not specifically declared as the **Personalized "Macau Pass" Card**, generally refers to all kinds of cards or products issued by the Company.
  - 1.4.2 "Service Provider" means: any transport operator, retailer, facilities provider, building manager or any other organization who provides the service when you present your "Macau Pass" Card, and who has been approved by the Company.
  - 1.4.3 "Approved Add-Value Service Provider" means a Service Provider or a financial institution which has been approved by the Company and can be used by cash or non-cash transactions, provides or offers services for your "Macau Pass" Card.
  - 1.4.4 "Approved Service Center" means the entity that provides the service about the "Macau Pass" Card on behalf of the Company.
  - 1.4.5 "Approved Dealer" means the entity that has been approved by the Company to sell the "Macau Pass" Card to you.
  - 1.4.6 "Personalized Macau Pass" Card means the "Macau Pass" Card that the holder has applied to the Company for the Personalized "Macau Pass" Card with his/her Personal data (regardless of whether being printed on the card or not) electronically stored in the "Macau Pass" Card.
  - 1.4.7 "Stored Value" means the amount stored in the electronic purse in the "Macau Pass" Card.
  - 1.4.8 "Blacklist" means the card file prepared by the Company, consisting of a list or range of "Macau Pass" Card identification numbers or "Macau Pass" Card Reader identification numbers.
- 1.5 These Terms and Conditions of Issue specify the rights and obligations of you and the Company. These Terms and Conditions of Issue also apply to all the main services of the Company; however, under the circumstances that the cardholder uses specific services, specific terms and detailed rules shall be applicable to that specific services. The Company reserves the right to amend these Terms and Conditions of Issue or make the supplementary provision.



## 2. Classes of "Macau Pass" Cards

- 2.1 Rented Version of "Macau Pass" Card:
  - 2.1.1 Rented Version of "Macau Pass" Card means the "Macau Pass" Card which the Company has rented to you
  - 2.1.2 The card belongs to the Company who reserves the right to take back the card and to revise the software and data loaded in the card, and the Company has sole and exclusive rights according to the situation. The card has only the function of consumption and value-added, and does not have the function of registration nor loss reporting service
- 2.2 The First Generation Purchased Version of "Macau Pass" Card and the Second Generation Purchased Version of "Macau Pass" Card:
  - 2.2.1 Purchased Version of "Macau Pass" Card means the "Macau Pass" Card you purchased from an Approved Dealer or an Approved Service Center.
  - 2.2.2 Once a Purchased Version of "Macau Pass" Card is sold, the Company will no longer possess the card; however, the ownership you have of the card will not result in the ownership or right of revision of the software and data loaded in the card. The Company reserves the right to manage the software loaded in the card and the right to revise the data loaded in the card.
  - 2.2.3 Purchased Version of "Macau Pass" Card includes the First and the Second Generation. The First Generation Purchased Version of "Macau Pass" Card has only the function of consumption and value-added, and does not have the function of registration nor loss reporting service, while the Second Generation Purchased Version of "Macau Pass" Card does have. Regarding the Registration Service, there are specific terms and detailed rules, and the cardholder should read the details and comply with the related terms and conditions.
- 2.3 The Company no longer issues the Rented Version and the First Generation Purchased Version of "Macau Pass" Card, but it may issue different classes of "Macau Pass" Cards according to market requirements.

## 3. Application for "Macau Pass" Card

- 3.1 Except the restrictions of qualification for application of a specific class of "Macau Pass" Card stipulated in these Terms and Conditions, any person can apply for, have value-added and use various types of "Macau Pass" Cards at the company or entities referred to in the above Clauses 1.4(1,2,3,4,5).
- 3.2 The Company reserves the right of amending the conditions for application and the detailed rules of charges of various classes of "Macau Pass" Cards at any time.

## 4. Personalized "Macau Pass" Card

- 4.1 You can apply for the Company Personalized "Macau Pass" Card if you meet the required qualification, or you can bind your personal information to your "Macau Pass" Card (as a personalization of "Macau Pass" Card). To this purpose, you will have to agree and provide your personal information according to the related Terms and Conditions.
- 4.2 The Company has the right to collect the production fees and the administrative handling charge (if applicable) of the Personalized "Macau Pass" Card, or example, administrative handling charge is collected when the card is required to be returned.
- 4.3 After your "Macau Pass" Card is Personalized, for any changes of your personal information (including address, contact number, e-mail address and so on), you should inform the Company of the revision by letter or by visiting the Approved Service Center.
- 4.4 After your "Macau Pass" Card is Personalized, it is not allowed to be used by another person. If you have Personalized "Macau Pass" Card is found being used by others, the Company and/or its Service Provider (but no obligation) to repossess your Personalized "Macau Pass" Card from such a person.
- 4.5 Some specific Service Provider (including but not limited to transportation operators), providing services about the Personalized "Macau Pass" Card, may have separate supplementary and detailed rules that you should read carefully and you should decide whether to agree to the related terms, conditions and detailed rules.
- 4.6 To return or to cancel the Personalized "Macau Pass" Card, please refer the Clause 6.5.

## 5. The Utility and Term of Validity of "Macau Pass" Card

- 5.1 You may, by any valid "Macau Pass" Card, in the premises of any Approved Service Provider, use the electronic purse of your "Macau Pass" Card to pay for specific goods and services.
- 5.2 A Service Provider should display the identification of "Macau Pass" Card clearly. In case the Service Provider does not accept your "Macau Pass" Card or the payment of its goods or services, you should contact the Service Provider or the Company immediately.
- 5.3 The Service Provider shall be responsible for the goods and/or services provided for you. While using the services and/or facilities of the Service Provider, you should comply with the Service Provider's rules, regulations and supplementary rules. The Company is not responsible for any goods and/or services of the Service Provider. In this case, you should contact with the related Service Provider directly.
- 5.4 The valid "Macau Pass" Card means the following:
  - 5.4.1 Those (cards or products) issued in accordance with the terms and conditions, rules, regulations and/or supplementary rules of the Company;
  - 5.4.2 Those have not been altered without authorizations;
  - 5.4.3 Those acquired by you, legally.

## 6. Deposit, Production Fees and Administrative Handling Charge of "Macau Pass" Card

- 6.1 You should pay a deposit for the Rented Version "Macau Pass" Card. The deposit (if applicable) and the Stored Value balance (if any) of the card will be returned if you return the card to the Company.
- 6.2 Purchased Version of the "Macau Pass" Card does not require paying deposits. However, you will be charged with production fees and administrative handling charge (if applicable) that are non-refundable.
- 6.3 You need to pay production fees and administrative handling charge (if applicable) which is non-refundable for the Personalized "Macau Pass" Card, from time to time.
- 6.4 The Company reserves the right to amend the deposit, production fees and administrative handling charge for various classes of "Macau Pass" Cards, from time to time.

## 7. Add-Value Service and the Maximum Stored Value

- 7.1 The applicant should prepare for the Stored Value of the "Macau Pass" Card.
- 7.2 You do not have to wait until the Stored Value in the card is used up. You may at any time bring the card to an Approved Add-Value Service Provider for adding value to your card, by paying cash or in other acceptable ways of payments, or by other ways for adding value to a "Macau Pass" Card decided and published by the Company from time to time.
- 7.3 Only Approved Add-Value Service Provider and Approved Service Center can provide the Add-Value Service to your "Macau Pass" Card, according to the minimum amount or its fixed multiples that the Company may decide and publish from time to time.
- 7.4 A genuine Approved Add-Value Service Provider will not provide any discount preference unless it is part of the official promotion activity approved by the Company. In case of any doubts about the identity of an Approved Add-Value Service Provider, you should not proceed any add-value activities. The Company will not recognize any value added to your "Macau Pass" Card by any unapproved Add-Value Service Provider or by any other illegal ways. Regardless of any reasons or situations, the Company will take the data about the deposit, the amount of consumption, Stored Value, Term of validity etc. recorded in the "Macau Pass" payment system as the conclusive evidence.
- 7.6 The Company together with a bank or other financial institutions provide an automatic Add-Value Service for you, and if you use this service, you should apply to the related bank or financial institutions separately. Should any automatic Add-Value Service be used, the amount of consumption, conditions and detailed rules regarding the use, about which you should read carefully and decide whether to agree to the related terms, conditions and detailed rules.
- 7.7 The amount of the maximum value that a "Macau Pass" Card can store is subject to the latest amount published by the Company.

## 8. Return, Refund or Cancel of "Macau Pass" Card

- 8.1 In case you no longer need the service of the "Macau Pass" Card and your "Macau Pass" Card is not invalid as described in Clauses 12.1 and 12.2, you may, according to these Clauses, return the card to the Approved Service Center.
- 8.2 If you return the Rented Version of the "Macau Pass" Card and/or your "Macau Pass" Card, you need to show your ID card and submit personal information to the Company. The related deposit of the card (if applicable) and the balance of the Stored Value in the card (if any) will be returned to you in full.
- 8.3 If you return the First and the Second Generation Purchased Version of the "Macau Pass" Card, you need to show your ID card and submit personal information to the Company. The related deposit of the card (if applicable) and the balance of the Stored Value in the card (if any) will be returned to you in full.
  - 8.4 However, the Company may deduct a reasonable amount for payment of the following expenses:
    - 8.4.1 A negative balance of the Stored Value in the card;
    - 8.4.2 Production fees and administrative handling charge for making up the expenses incurred by the Company, including the charges collected by the Approved Service Center for providing the service of return and refund;
    - 8.4.3 Repair charge for any damage to the "Macau Pass" Card, if applicable;
    - 8.4.4 Any other charges, including unpaid charges of the "Macau Pass" Card.
  - 8.5 When you return your Personalized "Macau Pass" Card to an Approved Service Center, you should submit the Personalized "Macau Pass" Card in person. If the cardholder of the Personalized "Macau Pass" Card has passed away, the deposit (if applicable) and/or the refund of any balance of the Stored Value or charge described in Clause 8.4 shall be claimed by the personal representative of the deceased cardholder, by submitting the Personalized "Macau Pass" Card and the certificate of death of the deceased cardholder.
  - 8.6 The calculation of the deposit and/or the balance of the Stored Value to be returned to you will be subject to the records held by the Company unless there are manifest errors on it.
  - 8.7 The Company reserves the right to take back, cancel or suspend your "Macau Pass" Card or any services of the Company at any time without giving any reasons. However, the Company will take reasonable steps to minimize the inconvenience caused to you. You should submit your "Macau Pass" Card as notified by the Company for the reissue of Card. The Company will return to you the related deposit (if applicable) and the balance of the Stored Value (if any).
  - 8.8 The "Macau Pass" Card is made especially for payments and for the related services. It is not a medium for currency exchange or transfer of money. The Company reserves the right to ask you to provide the data about Personal data, to cooperate with registration information. The Company may collect reasonable charge (thereof), and to have sole decision to refuse the request of any person or organization regarding multiple, high value and/or repeated purchase or refund of the Stored Value etc.

## 9. Personal Data

- 9.1 You agree that all the personal information and data provided to the Company and all information relating to the use of your Personalized "Macau Pass" Card may be used for:
  - 9.1.1 Processing an application for any one of our services;
  - 9.1.2 The normal management, operation and maintenance of the Macau Pass charging system, including audit;
  - 9.1.3 Developing new services or improving existing services provided by the Company, its subsidiaries and affiliates that is, any other entity which directly or indirectly controls the company, is controlled by the company or is subjected to the same control of the company for customers' use;

- 9.1.4 Communication with you by the Company;
- 9.1.5 Investigation of complaints, suspected suspicious transactions and research for service improvement;
- 9.1.6 Prevention or detection of crime;
- 9.1.7 Disclosure as required by law;
- 9.1.8 As a source of information and data for public transportation and other services in general;
- 9.1.9 Other related purposes;
- 9.2 Data held by the Company relating to you will be kept confidential, but you agree that for the purposes set out in paragraph 9.1, the Company may transfer or disclose such information to the following parties (whether within or outside the Macau Special Administrative Region ("Macau")):
  - 9.2.1 Any relevant Service Provider under a duty of confidentiality to the Company;
  - 9.2.2 Any agent, contractor or third-party service provider under a duty of confidentiality to the Company who provides administration, telecommunications, computer, payment, data processing or other services to the Company in connection with the operation of business (such as debt collection agencies or credit reference agencies);
  - 9.2.3 Any other person under a duty of confidentiality to the Company including its subsidiaries, its affiliates or its business partners;
  - 9.2.4 Any person to whom the Company, its subsidiaries, its affiliates or its business partners in 9.2.3 above, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation including those countries outside of Macau or data transferred to, but such disclosure will only be made under proper authority.
- 9.3 You have the right to:
  - 9.3.1 Check whether the Company hold data about you and to have access to that data;
  - 9.3.2 Require the Company to correct any data relating to you which is inaccurate;
  - 9.3.3 Ascertain the Company's policies and practices in relation to personal data and to be informed of the kind of personal data held by the Company;
  - 9.3.4 Request the Company not to use your personal data for direct marketing purposes as described in Clause 9.1.4 above, in which case the Company will cease to do so at no cost to you.
- 9.4 The Company reserves the right to charge you a reasonable fee for processing any request for access to your personal data.
- 9.5 Any request for access to data or correction of data or for information regarding our policies and rights and kinds of data held by the Company should be made in writing addressed to:  
The Data Protection Officer  
Macau Pass S.A.  
Avenida da Amizade, No. 918, World Trade Center, 13 andar A-B, Macau

## 10. Balance of the Stored Value

- 10.1 The Company does not accept any requests of payment or transfer of amount that exceeds the balance of the Stored Value in the card, except the request is made by an appointed Special Service Provider.
- 10.2 In case the Stored Value in the card is zero, you should go to an Approved Add-Value Service Provider or an Approved Service Center to have value added to the card before it is used again.
- 10.3 In case the balance of the Stored Value in a "Macau Pass" Card is zero, if you have not added value and still use the card repeatedly, the Company has the right to take the card invalid. No value can be added to an invalid "Macau Pass" Card, and it will no longer react to the card reader. The Company will not restate the function of any invalid card unless you have applied to the entity referred in Clause 1.4 item 1.4.4 and paid the required administrative handling charge.

## 11. Correct Use of Your "Macau Pass" Card

- 11.1 You should not carry more than one "Macau Pass" Card. In case you carry more than one "Macau Pass" Card, you should bear all the related risks. The Company is not responsible for any damage or harm to any functions of any electronic device caused by the use of your "Macau Pass" Card. In case you ask the Company to return the amount deducted by error, and such error has been caused by your carrying more than one "Macau Pass" Card at the same time, the Company will not return the amount.
- 11.2 The Company is not responsible to any harm to any person and/or any loss or damage to any property caused by improper and/or un-permitted use of your "Macau Pass" Card.

## 12. Loss of function

- 12.1 In case the stored value of the Rented Version or the First Generation Purchased Version of "Macau Pass" Card has not been deducted or added within 3 consecutive years (starting from the date of the last store-value transaction), the Company may deem the electronic purse in the card as inactive account. The card will be invalid. The Company will collect the administrative handling charge from the balance of the Stored Value in that card for the inactive account according to the table of service charges of the Company.
- 12.2 In case the stored value of the Second Generation Purchased Version of "Macau Pass" Card has not been deducted or added within 3 consecutive years (starting from the date of the last store-value transaction), the Company may deem the electronic purse in the card as inactive account. The function of the card will be frozen and the card will be temporarily out of service. The Company will collect the administrative handling charge from the balance of the Stored Value in that card for the inactive account according to the table of service charges of the Company. You can apply to the Company to reactivate the card.
- 12.3 In case your "Macau Pass" Card cannot be used or does not function properly, but not because of being frozen or invalid as described in the above Clauses 10.3, 12.1 or 12.2, and such impediment to use or loss of function has not been caused by your mistake, and you have not altered without authorization or damaged any aspect of the "Macau Pass" Card:
  - 12.3.1 If you hold a Rented Version of "Macau Pass" Card, you should return the "Macau Pass" Card to an Approved Service Center, and the Company will arrange refunds of the related deposit of the card (if applicable) and the balance of the Stored Value in the card (if any) to you.
  - 12.3.2 If you hold a First Generation Purchased Version of "Macau Pass" Card, you should return the "Macau Pass" Card to an Approved Service Center, and the Company will arrange refund of the balance of the Stored Value in the card (if any) to you.
  - 12.3.3 In case the "Macau Pass" Card you purchased has a fixed warranty period, you should contact the warranty provider.

## 13. Your Obligations While Using "Macau Pass" Card

- 13.1 You should keep the "Macau Pass" Card carefully so as to prevent your card from any damage (including interference to or alteration of the data in the card), dirt, destruction or loss.
- 13.2 You should not unauthorizedly tamper with, interfere with, alter or artificially damage any "Macau Pass" Card, the card face or software or data stored in the card. You should reasonably ensure that such design and data will not be interfered with unauthorized alteration of any data loaded in any "Macau Pass" Card may constitute criminal offences. In case your "Macau Pass" Card has been altered without authorizations or artificially damaged, the Company will not recognize the transaction made by that "Macau Pass" Card or the balance of the Stored Value, nor will the Company return the deposit (if any) of that "Macau Pass" Card.
- 13.3 You will bear the risks of theft or loss of the card solely.
  - 13.3.1 In case of theft or loss of a Personalized "Macau Pass" Card, you may report to the Company about the loss of the card.
  - 13.3.2 When reporting the loss of a Personalized "Macau Pass" Card, you should provide the related data of identity and pay the administrative handling charge for locking the card.
  - 13.3.3 Within 3 hours (Notification Period) following full receipt of your report about the loss of the card, the Company will cancel and stop the use of your "Macau Pass" Card. Once your "Macau Pass" Card has been cancelled, it cannot be reactivated and used again. You may have to bear the loss resulting from any transaction of your "Macau Pass" Card within the Notification Period.
  - 13.3.4 48 hours after the full receipt of your report about the loss of your card, the Company will return to you such deposit (if applicable) and the balance of the Stored Value (if any) of your "Macau Pass" Card that are recorded by the system of the Company after the Notification Period. The Company may collect from you the reasonable charge for providing the service regarding the loss report of "Macau Pass" Card, and the amount of the charge shall be deducted from the balance of the Stored Value (if any) in your "Macau Pass" Card or shall be paid by you.
- 13.4 You should not use or allow any persons to use your "Macau Pass" Card for any illegal purposes.

## 14. Rights of the Company

- 14.1 The Company has the right to examine any data registered in the "Macau Pass" Card at any time.
- 14.2 Regarding the use of another person's non-transferable card, lost card which had been reported or card discovered with interference or alteration of data, the Company has the right to blacklist the card, make it invalid and take it back at any time.
- 14.3 Under normal situation, the Company will make its reasonable efforts for ensuring the continuous operation of the "Macau Pass" payment system. However, the Company does not guarantee that any Service Provider will accept the "Macau Pass" Card for payment or that the card system will properly operate at any time or any place. The Company is not responsible for any damage and/or harm caused by any error or failure of the card system owing to Force Majeure.
- 14.4 In case you have altered, interfered or allowed any third party to alter or interfere the data of your "Macau Pass" Card, which has caused any expense, cost, damage or harm incurred by the Company, the Company has the right to claim for the damage, harm or reasonable expenses, cost, and will investigate and affix legal responsibility in accordance with the law.
- 14.5 In case any person breaches these Terms and Conditions of Issue frequently, the Company reserves the right to refuse to provide services to such a person.
- 14.6 The Company reserves the right to collect reasonable charges for any services regarding payment of fees with "Macau Pass" Card and for any other services that the Company provides for you.

## 15. The Warranty Period of "Macau Pass" Card

- 15.1 The First and the Second Generation Purchased Versions of the "Macau Pass" Cards (except Student Personalized "Macau Pass" Card, Senior Citizen Personalized "Macau Pass" Card, and Disable People Personalized "Macau Pass" Card) has a warranty period of 6 months starting from the day of purchasing at the Approved Service Center or the Approved Service Dealer. In case your "Macau Pass" Card does not function during the warranty period, you can apply for replacement of the "Macau Pass" Card at the Approved Service Center.
- 15.2 Your Student Personalized "Macau Pass" Card, Senior Citizen Personalized "Macau Pass" Card, or Disable People Personalized "Macau Pass" Card has a warranty period of 12 months starting from the date of issuance. You can apply for replacement of the "Macau Pass" Card at the Approved Service Center in case your card cannot be used during the warranty period.
- 15.3 The warranty period, as mentioned above, does not cover improper uses and unnatural damage such as delamination, bending, cutting, breaking, graffiti or attachment of materials and/or objects on the "Macau Pass" Cards by all means.

## 16. Amendment of the Terms and Conditions of Issue of Card

- 16.1 The Company may amend these Terms and conditions of Issue from time to time, but should publish a notice of the change(s) on the Company website before the amendment. The amendment will come into effect on the date stipulated in the notice, and the effective date of the amendment will be after the publication on the Company website but not less than 30 days. The amendment will be applicable to you unless you return your "Macau Pass" Card to the Company to have the card cancelled before the amendment comes into effect.
- 16.2 The latest version of the Terms and Conditions of Issue of Card can be found from the website of the Company, and can also be obtained from an Approved Dealer.

## 17. Chinese Version Shall Prevail

- 17.1 The Company has provided the Chinese and English versions of these Terms and Conditions of Issue of Card. In case of any discrepancy among the Chinese and English versions, the Chinese version shall prevail.

## 18. Governing Law

- 18.1 These Terms and Conditions of Issue of Card shall be governed by the laws of Macau.

# Terms and Conditions of Issue of "Macau Pass" Card

MACAUPASS S.A.