



澳門通股份有限公司  
MACAUPASS S.A.

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

6/2007

# 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. **"Macau Pass" Card** means: The smart card with electronic purse features.
- 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 includes the **Product** (hereinafter generally referred to as "Macau Pass" Card) issued by the Company.  
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 of Issue 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 will provide 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 finance service company which has been approved by the Company and who, by cash or other transaction way, provides the Add-Value Service 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 issue the "Macau Pass" Card to you.
  - 1.4.6 **"Personalized Macau Pass Card"** means the "Macau Pass" Card the holder of which has applied to the Company for the Personalized "Macau Pass" Card and who has had 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.
- 1.5 **"Blacklist"** means an electronic file prepared by the Company, consisting of a list or range of "Macau Pass" Card identification numbers or "Macau Pass" Card Reader identification numbers.
- 1.6 These Terms and Conditions of Issue provide the obligations of the Company to you as well as your obligations to the Company. These Terms and Conditions of Issue apply to all the main services of the Company; however, under the circumstances that the cardholder uses specific services, regarding the specific terms and detailed rules about the related services, the Company may make the supplementary provision or amend these Terms and Conditions of Issue.

## 2. Classes of "Macau Pass" Cards

- 2.1 Rented Version of "Macau Pass" Card means the "Macau Pass" Card the Company has

rented to you and for which the Company has asked you to pay a deposit. You may return the "Macau Pass" Card and get back the deposit.

The card belongs to the Company. The Company reserves the rights to take back the card and to revise the software and data loaded in the card, and the Company has sole discretion to exercise such right according to the situation.

- 2.2 Purchased Version of "Macau Pass" Card means the purchased versions of "Macau Pass" Card you purchased from an "Approved Dealer". You need not pay a deposit when you purchase a card of that class, but the Purchased Version of "Macau Pass" Card cannot be returned except in the case of the malfunctioning as described in Clause 11.

Once a card of that class is sold, the Company will no longer possess the card; however, the ownership you have of the card will not result in your having the ownership or right of revision of the software and data loaded in the card. The Company reserves the right to the software loaded in the card and the right to revise the data loaded in the card.

- 2.3 The Company may issue different classes of "Macau Pass" Cards according to market requirements.

### **3. Application for and Use of "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 may apply for, have value added to and use various "Macau Pass" Cards to or at an entity referred to by the Company or in the above Clauses 1.4(1.4.2 to 1.4.5).
- 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. The utility and term of validity of "Macau Pass" Card**

- 4.1 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.
- 4.2 A Service Provider should clearly display the identification of "Macau Pass" Card. In case any Service Provider does not accept your "Macau Pass" Card for the payment of his goods or services, you should contact the Service Provider or the Company immediately.
- 4.3 The Service Provider shall be responsible for all aspect of 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.
- 4.4 The valid "Macau Pass" Card means the following genuine "Macau Pass" Cards or Products:
- 4.4.1 Those issued in accordance with the terms and conditions, rules, regulations and/or supplementary rules of the Issue of Card of the specific Service Provider, and if applicable belonging to the class of fare you are qualified for (for example, "senior citizens" or other specific identities);
- 4.4.2 Those have not been altered without authorization; and
- 4.4.3 Those acquired by you legally.
- 4.5 In case the value of a "Macau Pass" Card has not been deducted or added within 2 years (starting from the date of the last store-value transaction), the electronic purse in the card will be frozen. The cardholder should apply for its reinstatement within one year starting from the date on which the electronic purse is frozen, and the Company has the right to collect from you a reasonable handling charge for the revalidation.

- 4.6 In case the value of a "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 an inactive account, deem the card invalid, and collect the administrative handling charge according to the table of service charges of the Company.

#### **5. Deposit and administrative handling charge of "Macau Pass" Card**

- 5.1 When applying for a "Macau Pass" Card, the applicant should pay a deposit for the card (if applicable). The amount of the deposit is decided by the Company.
- 5.2 The Company has the right to collect an administrative handling charge for the Personalized "Macau Pass" Card. The administrative handling charge collected will not be returned.
- 5.3 The Company reserves the right to amend the deposit for the card or the administrative handling charges for various classes of "Macau Pass" Cards at any time.

#### **6. Add-Value Service and Maximum Stored Value**

- 6.1 The applicant should prepay for the Stored Value of the "Macau Pass" Card.
- 6.2 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 payment, or by other ways for adding value to a "Macau Pass" Card decided and published by the Company from time to time. The Company may collect a reasonable charge for providing the Add-Value Service. The Company reserves the right to collect the data of the person concerned.
- 6.3 Only an Approved Add-Value Service Provider can provide the Add-Value Service to your "Macau Pass" Card, and can only add value according to the minimum amount or its fixed multiples that the Company may decide and publish from time to time.
- 6.4 A genuine Approved Add-Value Service Provider will not provide any discount preference unless it is part of the formal promotion activity approved by the Company. In case of any doubt about the identity of an Approved Add-Value Service Provider, you should not have the activity of addition of value done. 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.
- 6.5 Regardless of any reason or situation, the Company will take as the conclusive evidence the data about the deposit, amount of deduction, Stored Value, validity etc. recorded in the "Macau Pass" payment system.
- 6.6 In case 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 separately to the related bank or finance institutions. Such automatic Add-Value Service may include separate supplementary terms, 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.
- 6.7 The amount of the maximum value that a "Macau Pass" Card can store is subject to the latest amount published by the Company.

#### **7. Return or Cancel of "Macau Pass" Card**

- 7.1 In case you no longer need the service of the Rented Version of "Macau Pass" Card and your "Macau Pass" Card is not invalid as described in Clause 4.6, you may, according to this Clause, return the card to the Approved Service Center.
- 7.2 Provided that you have returned the Rented Version of "Macau Pass" Card and request for

refund, the related deposit of the card (if applicable) and the balance of the Stored Value in the card (if any, and only applicable to a Personalized "Macau Pass" Card. For a card that is not a Personalized "Macau Pass" Card, the balance of the Stored Value will not be returned) will be returned to you in full. However, the Company may deduct a reasonable amount for payment of the following expenses:

- 7.2.1 The negative balance in the card;
  - 7.2.2 Handling charge (depending on how long the "Macau Pass" Card has been rented to you by the Company) 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;
  - 7.2.3 Repair expenses for any damage to the "Macau Pass" Card, if applicable;
  - 7.2.4 Any other charges, including the unpaid charge for the service about the "Macau Pass" Card.
- 7.3 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 the refund of any balance of the Stored Value described in Clause 7.2. should be claimed by the estate administrator of the deceased cardholder, by submitting the Personalized "Macau Pass" Card and certificate of death of the deceased cardholder.
- 7.4 In case you hold a Purchased Version of "Macau Pass" Card, unless under the circumstances of malfunction (as described in Clause 11), you cannot claim for refund of the balance of the Stored Value by returning the card.
- 7.5 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.
- 7.6 The Company reserves the right to take back, cancel or suspend your "Macau Pass" Card or any service of the Company at any time without giving any reason. 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).
- 7.7 The "Macau Pass" Card is made especially for payment and for the related service. It is not a medium for currency exchange or transfer of money. The Company reserves the right to ask you to provide the data (including Personal data), to investigate (may collect the reasonable charge therefore), and to have sole discretion to refuse the request of any person or organization regarding multiple, high value and/or repeated purchase or refund of the Stored Value etc.

## **8. Personalization of "Macau Pass" Card**

- 8.1 You may apply for the Company's service of Personalized "Macau Pass" Card and choose to associate your identity with the "Macau Pass" Card (to personalize). For the purpose of this, you should agree and provide your relevant personal data according to the respective terms and conditions regarding Personalized "Macau Pass" Card. For producing of Personalized "Macau Pass" Card and in case of any request regarding the handling of returning your Personalized "Macau Pass" Card, the Company will collect a reasonable charge.
- 8.2 After you have chosen to have the "Macau Pass" Card personalized, in case of any change of your personal contact data (including address, contact telephone number, e-mail address etc.), you should notify the Company in writing or apply in person to an

Approved Service Center.

- 8.3 After you have chosen to have the "Macau Pass" Card personalized, you should not allow any other person to use your "Macau Pass" Card. In case it is discovered that a person other than you uses your Personalized "Macau Pass" Card, the Company and/or the Service Provider acting on behalf of the company has the right (but no responsibility) to take back your Personalized "Macau Pass" Card from the respective person.
- 8.4 Some specific "Service Providers" (for example but not limited to transport operators) may establish separate supplementary terms, conditions and detailed rules for the use and service of the Personalized "Macau Pass" Card, about which you should read carefully and decide whether you agree to the related terms, conditions and detailed rules.
- 8.5 Regarding the rules about returning or canceling a Personalized "Macau Pass" Card, please refer to Clause 7.3 of these Terms and Conditions of Issue.

## **9. Balance of the Stored Value**

- 9.1 The Company does not accept any request 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.
- 9.2 In case the Stored Value in the card is zero, you should go to an "Approved Add-Value Service Provider" to have value added to the card before it is used again.
- 9.3 In case the balance of the Stored Value in a "Macau Pass" Card is zero, and you still use the card repeatedly without adding value to the card, the Company has the right to make 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 reinstate the function of any invalid card unless you have applied to the Approved Service Center and paid the required administrative handling charges.

## **10. Correct Use of Your "Macau Pass" Card**

- 10.1 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 function 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.
- 10.2 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.

## **11. Loss of function**

- 11.1 In case your "Macau Pass" Card cannot be used or does not function properly, but not because of it is being frozen or invalid as described in the above Clauses 4.5, 4.6 or 9.3, 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:
  - 11.1.1 In case you hold a Rented Version of "Macau Pass" Card or a Purchased Version of "Macau Pass" Card from an Approved Dealer, you should return the "Macau Pass" Card to an Approved Service Center. In case your "Macau Pass" Card is a Personalized "Macau Pass" Card or a non-Personalized "Macau Pass" Card, the Company will arrange for the balance of the Stored Value (If any) in the card to be returned to a new "Macau Pass" Card and issue a provisional "Macau Pass" Card to you; or

11.1.2 In case the "Macau Pass" Card purchased by you has a fixed warranty period, you should contact the warranty provider.

## **12. Your Obligations while Using "Macau Pass" Card**

- 12.1 You should carefully keep the "Macau Pass" Card so as to prevent the card from any damage (including interference to or alteration of the data in the card), dirt or loss.
- 12.2 You should not interfere with or purposely damage any "Macau Pass" Card, redesign of the card face or software or data stored in the card. You should reasonably ensure that the original 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 authorization or purposely 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.
- 12.3 You will solely bear the risks of theft or loss of the card.
- 12.3.1 In case of theft or loss of a Personalized "Macau Pass" Card, you may report to the Company about the loss of the card.
- 12.3.2 When reporting the loss of a Personalized "Macau Pass" Card, you should provide the related data of identify and pay the administrative expenses for locking the card.
- 12.3.3 After the fixed period (Notice 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 used again, in order to prevent loss of the balance of the Stored Value in your "Macau Pass" Card after the Notice Period.
- 12.3.4 The Notice Period will be decided and published by the Company from time to time. When the notice period is terminated, the Company will return to you such deposit (if applicable) and the balance of the Stored Value (if any) of your "Macau Pass" Card as recorded by the system of the Company. The Company may collect from you the reasonable charge for providing the service regarding the report about the loss 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.
- 12.4 You should not use or allow any person to use your "Macau Pass" Card for any illegal purpose.

## **13. Rights the Company**

- 13.1 The Company has the right to examine any data registered in the "Macau Pass" Card.
- 13.2 Regarding the use of another person's 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.
- 13.3 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.
- 13.4 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, damage or harm incurred by the Company, the Company has the right to claim for the damage, harm or reasonable expenses, and will investigate and affix legal responsibility in accordance with the law.
- 13.5 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.

- 13.6 The Company reserves the right to collect reasonable charge for any service regarding payment of fees with "Macau Pass" Card and for any other services that the Company provides for you.

#### **14. Amendment of the Terms and Conditions of Issue of Card**

- 14.1 The Company may amend these Terms and Conditions of Issue from time to time, provided that before the amendment a notice of the change(s) will be published on a Chinese newspaper and on a Portuguese language newspaper. 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 related newspaper 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 canceled before the amendment comes into effect.
- 14.2 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.

#### **15. Chinese Version Shall Prevail**

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

#### **16. Governing Law**

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