

DragonPass Terms of Service

Last updated: 21/02/2020

1 General

- 1.1 Welcome to DragonPass Company Limited ("**DragonPass**") Terms & Services ("**Terms & Services**") page.
- 1.2 The Services (as defined below) are provided by DragonPass Company Limited, located at 10/F, Yueneng Building, 45 Tianhe Rd., Yuexiu District, Guangzhou, China, 510075.
- 1.3 When you read these Terms & Services, please note that the terms "**you**", "**your**" and "**User(s)**" refer to the person(s) named on the Card(s). The terms "**we**", "**our**", "**us**" and "**DragonPass**" refer to DragonPass Company Limited and its successors and assigns. If you are the individual requesting us to issue the Card(s) to you, you will be known as the "**DragonPass Member**" and you will have an account with us called the "**Card Account**".
- 1.4 By using our Services, you are agreeing to these terms. Please review them before using our services.

2 Definition

2.1 In this Terms & Services:-

- (a) **DragonPass Membership Card** means any membership card bearing the name DragonPass and/or the service mark of DragonPass issued by us pursuant to this Terms & Services and any substitution, replacements or renewals thereof.
- (b) **Lounge Access** means lounge services at airports and railway stations, which includes but not limited to supply of food & beverages, access to the Internet, newspaper & magazines and usage of VIP rooms.
- (c) **Dining Discounts** means discounts, offers and privileges offered at participating food and beverages outlets for DragonPass Members.
- (d) **Dining coupon / FastPay** refer to the mode of payment services available on the DragonPass App for purchases made at participating merchant outlets.
- (e) **Limousine Services** means transportation services including but not limited to Limousine services, Airport transfer and Chauffeur services which are offered to DragonPass Members through the DragonPass website or App.
- (f) **Meet & Greet** refers to services that greets and assists DragonPass Members during departure or arrival and are offered to DragonPass Members through the DragonPass website or App. DragonPass Meet & Greet services includes but are not limited to Meet and Assist, Fast Track and VVIP.

3 DragonPass Services

3.1 We provide the following services ("Services") to DragonPass Members:

- (a) **Lounge Access**
- (b) **Dining Discount**
- (c) **Dining Coupon and FastPay**
- (d) **Limousine Service**
- (e) **Meet & Greet**

4 Registration of DragonPass Account

4.1 You are obliged to provide complete and truthful information at all times during registration.

4.2 To register for DragonPass and access the Services, you need to be 18 or older, have the power to enter a binding contract with us and not be barred from doing so under any applicable laws. You also promise that any registration information that you submit to DragonPass is true, accurate, and complete, and you agree to keep it that way at all times.

4.3 DragonPass has the right to suspend or terminate your account at its sole discretion with no refund if information provided is considered by DragonPass to be false, incorrect and/or incomplete.

4.4 You are solely responsible to maintain your account information.

4.5 DragonPass will not be held responsible if your account is terminated due to account information not being updated.

4.6 You are not allowed to transfer DragonPass membership for registration that is given by partners.

5 DragonPass's membership validity period

5.1 All DragonPass's membership will need to be activated within **One** year starting from the day you have purchased the membership. If DragonPass's membership is not activated within the stipulated period, it will be terminated.

5.2 All DragonPass's membership will have a validity of **One** year after it is activated. You will be able to enjoy all DragonPass's Services. Additional cost may apply.

5.3 Once Your DragonPass's membership has expired, DragonPass will stop rendering all Services to You. You can choose to extend your DragonPass's membership by paying a membership fee.

6 DragonPass Service regulation

6.1 Lounge

- (a) DragonPass membership is not transferable and is only valid up to its date of expiry. The membership may not be used by any person other than the named cardholder.
- (b) All DragonPass membership purchased from DragonPass website and application are not refundable. For DragonPass membership that are purchased from other channels subject to respective channel's terms and condition.
- (c) You are required to sign at the back of your physical DragonPass membership card (If applicable).
- (d) You are required to display your physical or digital DragonPass membership card to enjoy your lounge service. List of lounges are available on DragonPass website and application.
- (e) All purchased Lounge visits can be used until the DragonPass membership is expired.
- (f) The lounge pass is valid for 1 year from the date of purchase. The lounge pass can only be used under a valid DragonPass membership. If the membership expires, it's required to renew the membership to use the purchased lounge pass under its original validity date. If the membership is not renewed, the lounge pass will be invalidated..
- (g) All free Lounge visits provided will be valid until your DragonPass membership has expired or as stated otherwise.
- (h) All free Lounge visit(s) or Single Lounge access cannot be refunded under any circumstances.
- (i) All unused Lounge visit(s) in a DragonPass membership can be refunded by calling our 24/7 customer hotline at +86 (20) 3231 1919.
- (j) All unused Single Lounge access that are purchased except Sydney Plaza Premium Lounge can be refunded within 30 days of the expiry date by cancelling order within DragonPass application or calling our customer 24/7 customer hotline at +86 (20) 3231 1919.
- (k) Your guests are required to be on the same flight to enjoy lounge access using the same DragonPass membership.
- (l) Lounge service will be free of charge for children below 2 years old. For children, above 2 years old, standard charges apply.
- (m) DragonPass may amend the lounge visit charges from time to time and the latest charge listed on DragonPass website and application shall prevail.
- (n) All Lounge access are set at 2 hours per visit, per entry unless stated otherwise.

- (o) Availability of lounge services are subject to the capacity of Lounge operators and may not be available in the event of high traffic caused by flight or train delays.
- (p) DragonPass will not be liable for any of your loss caused by missing of flights or flight delay due to use of Lounge service(s).
- (q) You will be liable for any damage to the lounge operator caused by your action while using the lounge service.
- (r) You can request to terminate your DragonPass membership or cancel Lounge service visit by calling our customer hotline and a staff will be assigned to assist you.

6.2 Dining and Retail Discounts

- (a) All offers, privileges and/or promotions are open to all DragonPass members unless otherwise stated
- (b) To enjoy the offers, please present your physical or digital DragonPass membership card. List of participating outlets are available on DragonPass website and application.
- (c) All offers, privileges and/or promotions are subject to availability and while-stocks-last basis.
- (d) All offers, privileges or discounts listed may be subject to prevailing government taxes and services charges, where applicable.
- (e) All offers, entitlements, discounts, vouchers and privileges are not exchangeable for cash, credit or other goods and services and are non-transferable.
- (f) Please present your physical or digital DragonPass membership card prior to ordering or payment.
- (g) All complimentary gifts or items (if any) are on while-stocks-last basis and are not refundable or exchangeable for cash, credit or other items of any kind and are not transferable.
- (h) DragonPass and its merchants reserve the right to replace the complimentary gift or item (with an item of similar value) if it is unavailable at the time of purchase/confirmation of order, where applicable, without prior notice to Cardmembers.
- (i) All offers, privileges or discounts listed are subject to participating merchants' terms and conditions(j) Participating merchants reserve the right to amend the terms and conditions governing the offers, privileges and/or promotions at any time without prior notice.

- (j) Goods and/or services (including any complimentary gifts) are provided solely by the participating merchants, under such terms and conditions as determined by such participating merchants, DragonPass makes no warranty or representation as to the quality, merchantability or fitness for purpose of the participating merchant's goods and services (including any complimentary gifts).
- (k) All dispute or feedback in relation to the participating merchants and/or their goods and services should be directed to the relevant merchant and shall be resolved directly between the Cardholder and the participating merchant.
- (l) DragonPass's decision on all matters relating to the offers, privileges and/or promotions are final and binding and no further correspondence will be entertained.
- (m) DragonPass reserves the right to amend, revoke, vary or add to the terms and conditions of any promotion or terminate any promotion or any of its governing terms in its absolute discretion at anytime without any liability.

6.3 Dining coupon, FastPay

- (a) You are required to be physically present and your DragonPass membership must be verified by the restaurant staff in order to use the restaurant dining coupon.
- (b) Dining coupon(s) can only be used at participating restaurants within the DragonPass network. The list of restaurants in DragonPass website and APP shall prevail.
- (c) You will need to verify the amount to pay with restaurant staff before using FastPay within the DragonPass APP to process your payment.
- (d) If there are any issues with the amount inserted on FastPay, you may request the restaurant staff to cancel the order or contact DragonPass customer service for assistance.

6.4 Limousine Service

- (a) All Limousine services are required to be reserved 72 hours in advance of scheduled service time via DragonPass App or by calling our 24/7 customer hotline at +86 (20) 3231 1919.
- (b) You can reserve Limousine services on behalf of others whom may or may not be a DragonPass member.
- (c) Cross city Limousine services are only available in selected cities.
- (d) There will be a surcharge of 20% for all Limousine service that is booked between 21:00 to 08:00 hours.
- (e) Cancellation of service can be done via DragonPass App or by calling our 24/7 customer hotline at +86 (20) 3231 1919.

- (f) Any cancellation or change to the timing for Limousine service are required to be made 24 hours in advance of scheduled service time to be eligible for refund.
- (g) Refunds will be issued based on the payment method you have used and will take up to **7 to 14** Business days.
- (h) No additional pick up and drop off points are allowed for all Limousine service.
- (i) Waiting time for Limousine service as per below:
 - (i) Arrival: **60** minutes based on actual flight arrival time. If you never board the limousine within the waiting time, limousine service will be cancelled and no refund will be given.
 - (ii) Departure: **15** minutes based on actual pick up time. If you never board the limousine within the waiting time, limousine service will be cancelled and no refund will be given.
- (j) DragonPass will not be liable for items left in vehicles, traffic delays, mechanical problems, weather, etc.
- (k) No smoking, storing and consuming of illegal drugs are allowed in Limousine vehicles at all times.
- (l) The Limousine driver is responsible for the safety of the vehicle. If your conduct is found to be in breach of statutory regulations, you will be removed on the driver's authority. You will be liable for any damages caused to the vehicle during the hiring.

6.5 Meet & Greet

- (a) All Meet & Greet Service are required to be reserved 72 hours in advance of scheduled service time via DragonPass App or by calling our 24/7 customer hotline at +86 (20) 3231 1919.
- (b) You can reserve Meet & Greet services on behalf of others whom may or may not be a DragonPass member.
- (c) Cancellation of service can be done via DragonPass App or by calling our 24/7 customer hotline at +86 (20) 3231 1919.
- (d) Any cancellation or change to the timing for Meet & Greet service are required to be made 48 hours in advance of scheduled service time to be eligible for refund.
- (e) Refunds will be issued based on the payment method you have used and will take up to **7 to 14** Business days.
- (f) DragonPass is not responsible for passenger(s) arriving late to the airport which results in denied check in or boarding the aircraft.
- (g) Meet & Greet service operating hours are subjected to each airport operational restrictions.

7 DragonPass rights for amendment

- 7.1 DragonPass reserves the rights to amend these Terms. The updated Terms will be uploaded on DragonPass website and App.
- 7.2 If you do not agree with these Terms, you may stop using our Services. Once you continue to use our Services, it means that you have agreed with all the Terms.

8 Liability for Breach of Contract

- 8.1 You have agreed to safeguard the interests of DragonPass and other users. If you are found to be in breach of any law, rules or these Terms that causes damage or loss to DragonPass or any third party, you will be solely liable for all damage and loss caused.
- 8.2 If you suffer any loss due to service disruption by DragonPass, DragonPass will only be liable for any direct loss caused by service disruption.

9 Limitation of Liability

- 9.1 In no event will DragonPass be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages of whatsoever kind arising out of your use of or access to our Services, including loss of profit or the like whether or not in the contemplation of the parties or whether based on breach of contract, tort (including negligence), product liability, or otherwise.
- 9.2 DragonPass is not liable to you for any damage or alteration to your equipment including but not limited to computer equipment, handheld devices, or mobile telephones, as a result of the installation or use of the DragonPass APP.
- 9.3 Nothing in these Terms of Service shall exclude or limit DragonPass liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation or any other liability which cannot be excluded or limited under the applicable law.

10 Acceptable Use Policy

- 10.1 You must abide to the law of China when using DragonPass service. You agree not engage in any illegal activities which includes but not limited to:
- (a) Violate the constitution of China;
 - (b) Incite racial hatred
 - (c) Spreading of cult or false religion
 - (d) Spreading of rumour that destabilize the society
 - (e) Spreading of pornography, violence and gambling
 - (f) Spreading of content that humiliate or harm others
 - (g) Alter or Delete DragonPass information without permission

(h) To clone, copy, sell or resell DragonPass service to others commercially.

11 Termination

11.1 DragonPass may terminate use of the service at any time by giving notice of termination to you.

11.2 Upon any termination:

(a) the rights and licenses granted to you herein shall terminate; and

(b) you must cease all use of the software.

12 Governing Law and Jurisdiction

This Terms of Use shall be governed by the laws of China. You agree to submit to the exclusive jurisdiction of the China courts.