

DRAGONPASS TERMS OF SERVICE

1 GENERAL

- 1.1 Welcome to DragonPass International Ltd ("DragonPass") Terms & Services ("Terms & Services") page.
- 1.2 The Services (as defined below) are provided by DragonPass International Ltd, located at 173a Ashley Road, Hale, Altrincham, Cheshire WA15 9SD, UK.
- 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 International Ltd and its successors and assigns. If you are the individual using the Service, you will be known as the "DragonPass Member".
- 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) **App** or **Application** means the Airport Companion mobile application, available to download on iOS and Android.
- (b) **Dining and Retail Discounts** means discounts, offers and privileges offered at participating food and beverages and Retail outlets for DragonPass Members.
- (c) **DragonPass Membership Credential** means any digital membership credential 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.
- (d) **Eligible Card** means a valid Visa card issued by issuers in Poland.
- (e) **Lounge Access** means lounge services at airports, which includes but not limited to supply of food & beverages, access to the Internet, newspaper & magazines and usage of VIP rooms.
- (f) **Visa** means Visa Europe Limited
- (g) **Visa Card Issuer** means any financial institution in Poland who issues Visa payment cards, regardless of card type.

3 DRAGONPASS SERVICES

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

- (a) Lounge Access
- (b) Dining and Retail Discount

4 REGISTRATION OF DRAGONPASS ACCOUNT

- 4.1** Cardholders may register between 1st June 2019 until 30th September 2020 inclusive.
- 4.2** Upon successful registration your membership will be valid from date of registration until 30th September inclusive.
- 4.3** You are obliged to provide complete and truthful information at all times during registration.
- 4.4** To register for DragonPass and access the Services, you need to be 18 years or older, have the power to enter a binding contract with us, not be barred from doing so under any applicable laws and be the owner of an Eligible Card. 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.
- 4.5** 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.
- 4.6** You are solely responsible to maintain your account information.
- 4.7** Neither Visa, the Visa Card issuer nor DragonPass will be held responsible if your account is terminated due to account information not being updated.
- 4.8** You are not allowed to transfer DragonPass membership before or after registration to any other persons. You can request to terminate your DragonPass membership by contacting DragonPass Support Service through the following channels:

Email: support@dragonpassuk.com

Telephone: +44 161 929 8844 (Monday-Thursday 08:45-17:15, Friday 08:45-16:30 GMT)

5 DRAGONPASS SERVICE REGULATION

5.1 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) You are required to display your DragonPass Membership Credential to enjoy your lounge service. List of lounges are available on the Application.
- (c) Lounge visits may be purchased for cardholder and their guest(s) via the app at €29.50 per person per visit.
- (d) All purchased Lounge visits can be used until the DragonPass membership is expired.
- (e) Your guests are required to be on the same flight to enjoy lounge access using the same DragonPass membership.
- (f) Lounge service will be free of charge for children below 2 years old. For children, above 2 years old, standard charges apply. Some lounges may operate with a

different age restriction for children (e.g. free entry for children under 3 years old). All restrictions are displayed in the lounge description in the app.

- (g) All Lounge access are set at 2 hours per visit, per entry unless stated otherwise.
- (h) Lounge access is subject to participating lounge providers' own terms and conditions.
- (i) DragonPass cannot guarantee Lounge access and Lounges will only be accessible during the Operational Hours. Access will be at the complete discretion of the Lounge Operator. Access may be restricted or refused if (amongst other things):
 - (i) the Lounge is at or near full capacity;
 - (ii) there are flight delays;
 - (iii) the Lounge Client(s) fail to present the relevant DragonPass Lounge entry app with valid visits
 - (iv) the Lounge Client(s) is not sober or is likely to upset other users in the Lounge;
or
 - (v) there are other reasonable and valid reasons unknown to DragonPass.
- (j) Neither Visa, the Visa Card Issuer nor DragonPass will be liable for any losses caused by missing of flights or flight delay due to use of Lounge service(s).
- (k) You will be liable for any damage to the lounge operator caused by you or by your guests while using the lounge service.
- (l) Visa is not responsible for any amendments regarding lounge visit charges or unavailability of lounge services for any reason.
- (m) Cardholder may request a refund for any visits purchased via the app at any time as long as their Airport Companion Europe membership is valid. Any unused passes left on the membership upon cancellation / closure of a membership will be refunded via the cardholder's original payment method.
- (n) In the event the cardholder engages in payment card transactions or saves a payment card for future payments, as a part of the services provided to the Visa Card Issuer, DragonPass shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS.

5.2 Dining and Retail Discounts

- (a) The discounts available at each retail and dining outlet are detailed within the App.
- (b) All offers, privileges and/or promotions are open to all DragonPass members unless otherwise stated.

- (c) To enjoy the offers, please present digital DragonPass Membership Credential prior to asking for the bill. A list of participating outlets are available on the Application.
- (d) All offers, privileges and/or promotions are subject to availability and a while-stocks-last basis.
- (e) All offers, privileges or discounts listed may be subject to prevailing government taxes and services charges, where applicable.
- (f) All offers, entitlements, discounts, vouchers and privileges are not exchangeable for cash, credit or other goods and services and are non-transferable.
- (g) All offers, privileges or discounts listed are subject to participating merchants' terms and conditions. Participating merchants reserve the right to amend the terms and conditions governing the offers, privileges and/or promotions at any time without prior notice.
- (h) 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 and Visa make 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).
- (i) 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 User and the participating merchant. DragonPass, Visa and the Visa Card Issuer shall not take any part and have no responsibility on the eventual matter.
- (j) 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.
- (k) DragonPass reserves the right to amend, revoke, vary or add to the terms and conditions of any promotional offer or terminate any promotional offer or any of its governing terms in its absolute discretion at any time without any liability.
- (l) Visa or the Visa Card Issuer has neither any participation in establishing the prices of the services described, nor has any responsibility regarding (but not limited to) offers, entitlements, discounts, vouchers and privileges, as well as for the unavailability of such products for any reason.

6 DRAGONPASS RIGHTS FOR AMENDMENT

- 6.1** DragonPass reserves the rights to amend these Terms. The updated Terms will be uploaded on the App.

6.2 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.

6.3 For more detailed information of the Service Regulations and privacy policy, please visit DragonPass official website: <https://en.dragonpass.com.cn/info/privacypolicy>.

7 LIABILITY FOR BREACH OF CONTRACT

7.1 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.

7.2 If you suffer any loss due to service disruption by DragonPass, DragonPass will only be liable for any direct loss caused by service disruption.

8 LIMITATION OF LIABILITY

8.1 In no event will DragonPass, Visa or the Visa Card Issuer be liable for any direct, indirect, special, punitive, exemplary, or consequential losses or damages of whatsoever kind arising out of the use 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.

8.2 DragonPass, Visa or the Visa Card Issuer 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 App.

8.3 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.

8.4 The User agrees and recognizes that DragonPass is the sole responsible for the Services.

8.5 Visa or the Visa Card Issuer is not the provider of any of the Services. Visa and its affiliates are not responsible for use of any of the Services. Visa and the Visa Card Issuer and its affiliates, are also not responsible for judicial, extrajudicial or any other type of proceedings that may be instituted in relation to a claim of any type of liability for damages or losses that may result from events that occurred during or as a result of the execution of the Services, as well as related to the quality, guarantees for losses or damages caused by the use and enjoyment of any Service.

9 ACCEPTABLE USE POLICY

9.1 You agree not engage in any illegal activities which includes but not limited to:

- (a) Incite racial hatred
- (b) Spreading of cult or false religion
- (c) Spreading of rumour that destabilize the society
- (d) Spreading of pornography, violence and gambling

- (e) Spreading of content that humiliate or harm others
- (f) Alter or Delete DragonPass information without permission
- (g) To clone, copy, sell or resell DragonPass service to others commercially.

10 TERMINATION

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

10.2 Upon any termination:

- (a) the rights and licenses granted to you herein shall terminate; and
- (b) you must cease all use of the software.

11 PRIVACY

Each User consents to the use of their name, telephone number, email address and any other information provided by such User in the App ("Personal Data"). DragonPass acts as the data controller in the light of the applicable privacy laws. Visa acts as a data processor on behalf of DragonPass for the purpose of verifying cardholder eligibility. DragonPass will use Personal Data to provide the Services and agrees to take primary responsibility under the privacy laws for the processing of Personal Data. Each User authorizes DragonPass to send, transmit and store such Personal Data outside your territory. The use of Personal Data for the provision of the Services will be regulated by DragonPass' privacy policy <https://en.dragonpass.com.cn/info/privacypolicy>.

12 GOVERNING LAW AND JURISDICTION

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