

Visa Airport Companion App Terms and Conditions

Last updated: 9 August 2024

1 GENERAL

1.1 Welcome to Visa Airport Companion Program ("VAC") Terms & Conditions ("Terms & Conditions") 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 & Conditions, please note that the terms "you", "your", "user" 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 Services, you will be known as the "VAC Member".

1.4 By using or accessing our Services, you are agreeing to these Terms & Conditions and you are obliged to comply them. Please review them before using our Services.

2 DEFINITION

2.1 In these Terms & Conditions:

(a) **App** or **Application** means the Visa Airport Companion mobile application developed by DragonPass at Visa's request and on Visa's behalf for the benefit of eligible Visa cardholders, available to download on iOS and Android.

(b) **VAC Membership Credential** means any digital membership credential bearing the name VAC and/or the service mark of DragonPass issued by us pursuant to these Terms & Conditions and any substitution, replacements or renewals thereof.

(c) **Eligible card** means a valid Visa card issued by an Issuer in CEMEA Region, and which Visa has indicated or may in the future indicate as eligible for VAC.

(f) **Valid card** means an Eligible card which is valid to be able to redeem benefits/access the Services. On registration of a new Eligible card, a validity check will be conducted and a validity check may be conducted at different parts of the User journey. A validity/authentication check may also be required via your Issuer's platform to ensure that an additional layer of authentication has been completed.

(g) **Issuer** means Visa member financial institution that issues Eligible cards to Users.

(h) **Service providers** means the lounge providers VAC Members will be able to gain access into.

(i) **CEMEA Region** means all countries in the Visa CEMEA region as per the Country List in Appendix 1, and which are subject to change from time to time.

3 DRAGONPASS SERVICES

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

(a) Lounge Access

(b) App

4 REGISTRATION OF VAC MEMBERSHIP ACCOUNT

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

4.2 To register for VAC Membership and access the Services, you must be over the age of consent as defined by the applicable legislation in your country of residence, legally able to enter into a binding contract, not prohibited by any applicable laws, and be the legal holder of an Eligible Card.

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

4.4 You are solely responsible to maintain your VAC account information.

4.5 Neither Visa nor DragonPass will be held responsible if your VAC account is terminated due to account information not being updated.

4.6 VAC Membership is different from your membership with lounge providers and is not interchangeable. To register for VAC Membership, you should do so directly within VAC. You can request to terminate your VAC Membership through the Contact Us form in the App.

5 FUNCTIONING OF THE APP

After registration, the VAC Member may navigate on the App and will have access to Services each one of them in a specific link to be accessed. Each Service may have different requirements, limits, and conditions that must be complied by the VAC Member to access the airport lounges as described in section 6.

6 SERVICE REGULATION

6.1 Lounge

(a) VAC Members will have the benefit of accessing airport lounges (“**Lounges**”) that appear in the App. Free entitlements will be provided that can be utilized by the VAC Members themselves and depending on their entitlements under their applicable program such entitlements may also allow for use by their guests. Where VAC Members have a limited number of entitlements and they have used them, the price of accessing a specific Lounge is displayed in the App at the time of purchase (however, billing or payment may be transacted only up to 6 months from date of purchase).

Note: This functionality may work differently for certain Users from CISSEE (as defined in Appendix), Kosovo, Sudan, Tunisia and Egypt.

(b) VAC Membership is not transferable and is only valid up to its date of expiry. The VAC Membership may not be used by any person other than the User.

(c) You are required to display your VAC Membership Credential to enjoy your lounge service. List of lounges are available on the Application.

(d) Cardholder lounge access and guest lounge access (inclusive or non-inclusive in your Eligible card’s program entitlement) will be determined by your Issuer.

(e) All purchased lounge visits can be used until the VAC Membership is expired.

(f) If the User brings guests to the lounge, guests are required to be on the same flight to enjoy lounge access using the same VAC Membership.

(g) Lounge service will be free of charge for children below 2 years old. For children, 2 years old or older, standard charges apply. However, at an individual lounge’s discretion, they may provide free access to older children.

(h) DragonPass may amend the lounge visit charges/prices from time to time and the latest price listed on the Application shall prevail at the moment of accessing to the lounge.

(i) All lounge access are set at 2+ hours per visit, per entry unless stated otherwise. The access time is unique per lounge.

(j) Availability of lounge access and/or services therein are subject to the capacity of Service providers and may not be available in the event of high traffic caused by flight delays or other reasons outside of DragonPass’ control.

(k) Neither Visa nor DragonPass will be liable for any losses or consequences caused by missing of flights or flight delay due to use of lounge service(s).

(l) You will be liable for any damage to the Service provider caused by you or by your guests while using the lounge service.

(m) Visa is not responsible for any amendments regarding lounge visit charges/prices or unavailability of lounge services for any reason.

(n) Neither Visa nor DragonPass will be liable for any closure of lounges and impossibility/inability to access lounges due to force majeure, external causes, governmental regulation or orders, and/or sanitary emergencies.

(o) DragonPass reserves the right to amend, revoke, vary or add to the terms and conditions of any lounge access or terminate any access or any of its governing terms in its absolute discretion at any time without any liability or notice.

(p) Inappropriate behavior and discriminatory conduct is strictly prohibited and any individual who engages in such conduct may be barred from and/or expelled from the lounges. Inappropriate behavior includes, but is not limited to, harassment, intimidation, threats, violent behavior, vandalism and other forms of conduct that may disturb the peace and security of employees and other Users. Discriminatory conduct refers to any behavior that discriminates against or harms employees and other Users based on their race, color, ethnic origin, national origin, religion, gender, age, marital status, sexual orientation or any other personal characteristic. Examples of discriminatory conduct include, but are not limited to, offensive comments, insults, jokes or any other behavior that may cause discomfort, humiliation or embarrassment to employees and/or other Users. Upon witnessing or receiving any complaint of inappropriate or discriminatory conduct, DragonPass and / or the Service provider may take all appropriate measures, which may include banning access and expulsion from the lounge, as well as banning entry on future occasions.

(q) Additional fee may be required to be paid at certain lounges alongside the usage of a VAC Member's entitlement to lounge access. Such fee will be paid directly by the VAC Member to the Lounge in their preferred currency. *E.g. Lounge in the UK may require for a fee of £5 to be paid for anyone accessing the Lounge in addition to any used entitlement(s).*

6.2 Limited Lounge List

Some Eligible cards' programs in certain regions may be provided with a limited lounge list as they can only use their Eligible cards' lounge access entitlements at specific lounges.

6.4 Fair Use Policy

Fair usage rules apply based on time and location (please see below). Once an entitlement is used, no further entitlements can be used, however, the User can choose to pay with their Eligible card on file.

- (a) VAC Members from GCC, NALP and & SSA (please see 'Country List' in the Appendix) cannot use more than one entitlement within a three-hour period.
- (b) VAC Members from CISSEE (please see 'Country List' in the Appendix) under unlimited lounge access program can use up to 3 entitlements for every 24 hours (and where program

permits, Lounge access includes access of such member's guests to the Lounge without limiting number of guest visits).

6.5 Spend Based Rewards

6.5.1 Cardholders eligible for spend based rewards programs may qualify for additional lounge access entitlements by achieving the spending thresholds set by their Issuer. It is important to note that there is a maximum limit to the number of entitlements that can be earned, which will be specified by the Issuer (not DragonPass). Please therefore check with your Issuer should you wish to receive additional lounge access entitlements.

6.5.2 Rolling spend programs offer cardholders the opportunity to earn additional lounge access entitlements periodically, contingent upon meeting specified spending thresholds as set by the Issuer.

6.5.3 Rolling spend programs are those which provide cardholders with additional entitlements on a rolling basis if the spend threshold is met. When cardholder spend threshold is met for spend period 1, additional entitlements will be provided. However, where spend threshold is not met for spend period 2, no additional benefits will be provided. Rolling spend periods may be unique per program and will be specified by the issuer to cardholders. E.g. If \$1 cross border spend is met between 01 January to 31 March, 2 additional entitlements are provided to cardholders to spend between 01 April – 30 June. Once rolling spend period is complete, cardholder will be reverted to their base entitlements. They will access the remaining amount of base entitlements. Base entitlements will not be refreshed until the next calendar year. Once base entitlements are consumed, cardholder will then move into pay for per use of Services ("PAYG") for their Lounge access use/benefits where PAYG is possible.

7 DRAGONPASS RIGHTS TO AMEND

7.1 DragonPass fully reserves its rights to amend, revoke, or terminate these Terms & Conditions at any time, without prior notice, and making changes immediately effective. The updated Terms & Conditions will be uploaded on the App. DragonPass may create prior notice push-ups, or create transition periods to enhance the User experience, but it will be at DragonPass discretion, as it is ultimately your responsibility to check these Terms & Conditions regularly to ensure you agree with them.

7.2 If you do not agree with these Terms & Conditions, we encourage you to stop using our Services. Once you continue to use our Services, it means that you have agreed with all these Terms & Conditions.

8 ACCESSING OUR SERVICES

8.1 Our Services are made for Users who have created an account with us. We provide various membership access plans that will be chosen and determined by your issuer and details of which should be communicated to you from your issuer (not from us, please therefore check with your issuer if you have any queries).

8.2 We do not guarantee that our Services, or any content, will always be available or be uninterrupted. Access to our Services is permitted on a temporary basis. We may suspend,

withdraw, discontinue or change all or any part of our Services without notice. We will not be liable to you if for any reason our Services are unavailable at any time or for any period.

8.3 You are responsible for making all arrangements necessary for you to have access to our Services.

8.4 You are also responsible for ensuring that all persons who access our Services through your internet connection are aware of these Terms & Conditions and other applicable terms and conditions, and that they comply with them.

8.5 You agree that you are always fully responsible for your own VAC account, and that any use of your VAC account, whether for any acts, omissions, postings, transactions or otherwise, will always be your responsibility. Without limiting the generality of the foregoing, you are therefore fully liable for all actions, omissions and transactions that occur via your account, and neither DragonPass nor your Issuer is obligated to verify the authenticity of any transactions occurring through your account before DragonPass and/or your Issuer acts on such transactions.

9 USE OF THE SERVICES

9.1 We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any content on the Services, to post (or not post) any reviews or feedback that you submit to us, to suspend or terminate users, and to reclaim usernames without liability or notice to you. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms & Conditions, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of DragonPass International Limited its users and the public.

9.2 We do not guarantee that our Services will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software and adopt other relevant security measures.

9.3 You may not do any of the following while accessing or using the Services: (i) access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our vendors or other providers; (ii) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (iii) access or search or attempt to access or search the Services by any means (automated or otherwise) other than through our currently available, published interfaces that are provided by us (and only pursuant to those terms and conditions), (scraping the Services without our prior consent is expressly prohibited); (iv) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Services to send altered, deceptive or false source-identifying information; or (v) interfere with, or disrupt, (or attempt to do so), the access of any user, host or network, including, without limitation, sending a virus, trojan, worm, logic bomb or other material which is malicious or technologically harmful, overloading, flooding, spamming, mail-bombing the Services, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Services.

9.4 We will report any such breach to the relevant law enforcement authorities and we will co-

operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Services will cease immediately.

10 LIABILITY FOR BREACH

10.1 You have agreed to safeguard the interests of DragonPass, Visa and other Users. If you are found to be in breach of any law, rules or these Terms & Conditions that causes damage or loss to DragonPass, Visa, any Service providers, or any third party, you will be solely liable for all damage and loss caused.

10.2 If you suffer any loss due to service disruption caused solely by DragonPass, DragonPass will only be liable for any direct loss caused by service disruption in which is directly responsible, subject to the exclusions and limitation of liability as set forth in Section 12 below.

11 LIMITATION OF LIABILITY

11.1 In no event will DragonPass or Visa 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. To the fullest extent permissible by law, neither DragonPass nor Visa will be liable to you for any amounts in excess of what you have paid to DragonPass for the service pursuant to which your direct claim for damages arose.

11.2 Neither DragonPass nor Visa 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, our website, our content or other Services.

11.3 Nothing in these Terms & Conditions 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.

11.4 The User agrees and recognizes that DragonPass' sole responsibility is for the Services, i.e. making it possible for you to procure access to lounges via the App. All lounges, facilities and services therein are provided by third party Service providers who are not under the control or supervision of DragonPass or Visa, and therefore neither DragonPass nor Visa will be responsible for your experiences in or with any lounges.

11.5 Visa 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 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.

12 ACCEPTABLE USE POLICY

12.1 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 App information without permission.
- (g) To clone, copy, sell or resell Service to others commercially.
- (h) To not follow sanitary and distance protocols.

13 TERMINATION

13.1 DragonPass may terminate your use of its Services via your VAC Membership Account at any time by giving notice of termination of your account to you.

13.2 Upon any termination:

- (a) the rights and licenses granted to you herein shall terminate immediately, even if User does not use benefits already granted; and
- (b) you must cease all use of the software.

14 PRIVACY

14.1 Each User consents to the collection, use, disclosure, and processing of their name, address, telephone number, email address and any other personally identifiable information provided by such User in the App (“Personal Data”). Visa and DragonPass consider themselves joint controllers in the light of the applicable privacy laws, and each company shall be individually responsible to assure the regularity of their respective Personal Data processing activities. 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. Where necessary DragonPass will comply with data localisation requirements as set out by the applicable data protection legislation. Each User authorizes DragonPass to send, transmit and store such Personal Data outside the User’s 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>.

14.2 Each user is able to update their marketing preference on registration and then via their profile on the App. Where consent is given, user consents to receiving marketing communications from Visa. For more information on how Visa collects and protects your personal information, please review Visa's Global Privacy Notice (<https://www.visa.com/privacy>).

14.3 Each user is able to provide consent to DragonPass to use behaviour analytical tools as may be made available on the App to aggregate the behaviour of users to help identify improvements to the user experience. This consent is entirely optional. If a user wishes to withdraw consent for the use of behavioural analytical tools, the user may update his or her own preferences accordingly via the App or email DragonPass directly. Please find further details in the DragonPass' privacy policy <https://en.dragonpass.com.cn/info/privacypolicy>.

15 GOVERNING LAW AND JURISDICTION

These Terms & Conditions shall be governed by the laws of England. You agree to submit to the exclusive jurisdiction of the courts of England.

16. LANGUAGES

These Terms & Conditions is drafted in the English language. If these Terms & Conditions (or any part thereof) are translated into any other language, the English language version shall prevail.

17. COUNTRY SPECIFIC

Due to system limitations, holders of (i) Visa Debit and Visa Prepaid Eligible cards issued in Egypt, (ii) Eligible cards issued in Tunisia, (iii) Eligible cards issued in Sudan (iv) Eligible cards issued in Kosovo and (v) Eligible cards issued in CISSEE and enrolled in the VAC via Visa ChatBot, should make Lounge access payments directly to the Lounge.

APPENDIX:

CEMEA Region Country list:

Gulf Cooperation Council (GCC)	North Africa, Levant, and Pakistan (NALP)	Commonwealth of Independent States of South and Eastern Europe (CISSEE)	Sub-Saharan Africa (SSA)
Bahrain	Afghanistan	Albania	Angola
Kuwait	Iraq	Armenia	Benin
Oman	Jordan	Azerbaijan	Botswana
Qatar	Lebanon	Belarus	Bouvet Island

Saudi Arabia	Palestine	Bosnia & Herzegovina	Burkina Faso
United Arab Emirates	Sudan	Georgia	Burundi
	Yemen	Kazakhstan	Cameroon
	Algeria	Kosovo	Cape Verde
	Egypt	Kyrgyzstan	Central African Republic
	Libya	Macedonia	Chad
	Mauritania	Moldova	Comoros
	Morocco	Montenegro	Democratic Republic of The Congo
	Tunisia	Serbia	Cote D'Ivoire
	Pakistan	Tajikistan	Djibouti
		Turkmenistan	Equatorial Guinea
		Ukraine	Eswatini (Previously known as Swaziland)
		Uzbekistan	Ethiopia
			Gabon
			Gambia
			Ghana
			Guinea
			Guinea Bissau
			Kenya
			Lesotho
			Liberia
			Madagascar
			Malawi
			Mali

Mauritius
Mayotte
Mozambique
Namibia
Niger
Nigeria
Republic of Congo
Reunion
Rwanda
Sao Tome Principe
Senegal
Seychelles
Sierra Leone
Somalia
South Africa
South Sudan
St Helena
Swaziland
Tanzania
Togo
Uganda
Western Sahara
Zambia
Zimbabwe