

## CONDITIONS OF ISSUE

### 1. GENERAL

- 1.1 The Conditions of Issue is effective from 28 February 2012 until an amendment, change or an updated version is released.
- 1.2 The Conditions of Issue is a contract between Bangkok Smartcard System Company Limited (the “**Company**”), as the issuer of the Rabbit, and the Rabbit Holder.
- 1.3 The Conditions of Issue specify the obligations between the Company and the Rabbit Holder.
- 1.4 Terms and Definitions
  - (a) “**Registration**” means the Rabbit Holder registers any type of Rabbit with the Company and the Company will record the Rabbit Holder’s name and personal information in electronic form in the Company’s system according to the Company’s procedure on data storage.
  - (b) “**Deposit**” means an amount of money that the Company collects from the Rabbit Holder as the guarantee for lending Rabbit. The type of Rabbit and the amount of Deposit will be specified in Table 1.
  - (c) “**Sales Price**” means the sales price of Rabbit that the Company collects from the buyer, buying entity or Rabbit Holder and does not include the Stored Value.
  - (d) “**Specific Transit Pass**” means a transit pass issued by the Authorized Transit Service Provider which allows the Rabbit Holder to use Rabbit for service from only that particular Authorized Transit Service Provider. The relevant Authorized Transit Service Provider shall specify its own conditions and the price of the Specific Transit Pass.
  - (e) “**Common Transit Pass**” means a transit pass jointly issued by the Company and the Authorized Transit Service Provider to allow Rabbit Holder to use Rabbit for service from specified Authorized Transit Service Providers. The Company shall specify the conditions and the price of the Common Transit Pass.
  - (f) “**Licenses**” means the license under The Royal Decree Regulating Electronics Payment Service Business, B.E. 2551, and Notification of the Ministry of Finance Re: Business that Requires a Permit According to Section 5 of the Notification of the Revolutionary Council No. 58 (Business of Electronic Money Card), granted to authorized persons or entities to operate electronics payment service businesses.
  - (g) “**Rabbit Holder**” means the person who lawfully holds any type of Rabbit.
  - (h) “**Authorized Distributor**” means an entity authorized by the Company to sell, distribute and/or lend the Rabbit to the Rabbit Holder.

- (i) “**Authorized Top-up Service Provider**” means a person or an entity authorized by the Company to collect money, whether in form of cash or other consideration, to add or top up electronic money on the Rabbit. The Authorized Top-up Service Provider is identified by the display of the Rabbit Logo showing the top-up sign at any place or channel specified by the Authorized Top-up Service Provider. The condition for top-up shall be specified by each Authorized Top-up Service Provider.
- (j) “**Authorized Service Provider**” means any Authorized Transit Service Provider, authorized retailer or other authorized entity which accepts payment by the Rabbit or offers other services upon the presentation of the Rabbit. The Authorized Service Provider is identified by the display of the Rabbit Logo.
- (k) “**Authorized Transit Service Provider**” means a transit service provider which is authorized by the Company to accept Rabbit for payment of its fares under its own prices and conditions.
- (l) “**Authorized Issuer**” means financial institutions or other juristic persons that are authorized by the Company to issue Co-branded Rabbit.
- (m) “**Standards and Systems of Rabbit**” means
  - (1) data format, security system, encryption on contactless smartcard, communication between computers following the standards of the Company;
  - (2) issuing system, adding Stored Value, payment of goods and/or services including any transaction on any type of Rabbit by having form of transaction, encryption of transaction, and accountability and reliability of transaction under the Company’s standard; and
  - (3) the device certified by the Company for performing the action in 1.4 (m) (1) and 1.4 (m) (2) above.
- (n) “**Stored Value**” means the amount of the remaining electronic money which has been stored on the Rabbit after the last adding value or last usage but does not include the Sales Price, issuing fee or Deposit (if applicable).
- (o) “**Initial Stored Value**” means the amount of electronic money specified by the Company for the Rabbit Holder to add value on Issuing Date as detailed in Table 1.
- (p) “**Validity Period**” means the period of time during which the Rabbit is valid to pay for Qualified Goods and Services, and/or the Stored Value and/or the Transit Pass can be added on the Rabbit. Such validity period for each type of Rabbit is specified in Table 1.
- (q) “**Inactive Period**” means the maximum period that the Rabbit Holder has ceased the usage of Rabbit counting from the last usage. The inactive period of each type of Rabbit is described in Table 1.
- (r) “**Rabbit**” means a card or any other products that the Company allows to be used with the Standards and Systems of Rabbit for payment of Qualified Goods and Services provided by Authorized Service Providers, including other cards or any

other products from other parties which comply with the Standards and Systems of Rabbit and are permitted by the Company.

- (s) “**Corporate Rabbit**” means a Rabbit sold and provided by the Company to another entity to sell, transfer or distribute to Rabbit Holders. In the event that Rabbit is damaged or cannot be read, such entity is the first line of contact with the Rabbit Holders.
- (t) “**Special Rabbit**” means a Rabbit issued by the Company and sold directly to Rabbit Holder for a specified event or sold to another entity to sell, transfer or distribute to Rabbit Holders.
- (u) “**Standard Rabbit**” means a Rabbit lent to the Rabbit Holder by the Company and for which the Company may collect the Deposit from Rabbit Holder as specified in Table 1.
- (v) “**Co-branded Rabbit**” means card or any other device issued by the Authorized Issuer under the Standards and Systems of Rabbit. The Co-branded Rabbit can also perform other services as specified by the relevant Authorized Issuer.
- (w) “**Registered Rabbit**” means a Rabbit that has completely applied the Registration.
- (x) “**Expired Rabbit**” means a Rabbit that was validated for more than the Validity Period.
- (y) “**Issuing Date**” means the date that the Company or any authorized entity validate the Rabbit through devices certified by the Company.
- (z) “**Authorized Service Center**” means booths or places that are allowed by the Company to provide service related to the Rabbit to the Rabbit Holder according to Table 2. The list of the Authorized Service Centers and their services may change from time to time which such change shall be announced by the Company accordingly.
- (aa) “**Hotline**” means the unit that provides the information and/or takes any issue related to Rabbit where the contact phone number is announced in Table 3.
- (bb) “**Rabbit Logo**” means authorized logo, word and/or any sign designated by the Company indicating the Rabbit acceptance.
- (cc) “**Qualified Goods and Services**” means the goods sold and/or the services rendered by the Authorized Service Provider.

## **2. SERVICES AND RESPONSIBILITIES**

- 2.1 The issuance of Rabbit obtained Licenses from the Ministry of Finance, the Bank of Thailand, and the Ministry of Digital Economy and Society.
- 2.2 The money that the Company, the Authorized Distributor or the Authorized Top-up Service Provider receives from Rabbit Holder will be stored on Rabbit. Rabbit Holder can use Rabbit to purchase Qualified Goods and Services at places exhibiting the Rabbit Logo if the Stored Value is equivalent to or higher than the price of Qualified Goods and Services. The amount

equal to the price of such Qualified Goods and Services will be deducted from the Stored Value.

- 2.3 The Company, the Authorized Service Centers and/or Authorized Distributors will perform the distribution and operation of Rabbit in strict compliance with the Conditions of Issue.
- 2.4 Rabbit may be issued or join promotional schemes of the Company, Authorized Service Provider or any other entities and may be subject to specific conditions related to the promotional schemes as specified by the Company, Authorized Service Provider or any other entities related to the particular promotion.
- 2.5 Rabbit Holders can register their Rabbit with the Company following the process, location, and procedure specified by the Company. The Company reserves the right to collect a fee for the Registration.
- 2.6 Authorized Service Providers will exhibit the Rabbit Logo. In the case that the Rabbit cannot be used with Qualified Goods and Services, Rabbit Holder can contact the Authorized Service Provider directly.
- 2.7 The goods and service payment system and the adding value system of the Company is provided professionally and with proper care given to ensure a high quality of service. However, the Company does not guarantee that all Authorized Service Providers and Authorized Top-up Service Provider can provide Rabbit acceptance at all times as the goods and service payment system service depends on the systems and operations of the service provider, network, mobile signal, cellular network, electricity system, weather, conditions and other circumstances that may be beyond the Company's control.
- 2.8 Rabbit can support other services of the Authorized Service Providers.
- 2.9 Authorized Service Providers will be responsible for the Qualified Goods and Services provided to the Rabbit Holder. The Rabbit Holder must accept the conditions, rules and regulations of the Authorized Service Provider to accept such goods and services. The Company shall bear no responsibility for the particular Qualified Goods and Services and the Rabbit Holder shall raise any issue related to Qualified Goods and Services directly with the Authorized Service Provider.
- 2.10 The Rabbit Holder can contact the Hotline and the Authorized Service Center on the days and during the office hours as detailed in Table 4.

### **3. TYPE OF RABBIT AND DISTRIBUTION**

#### 3.1 Type of Rabbit

- (a) Standard Rabbit
- (b) Corporate Rabbit
- (c) Special Rabbit
- (d) Co-branded Rabbit

Every type of Rabbit can be subdivided into adult, student and senior, where terms of use for these particular types shall follow the terms and conditions of each Authorized Transit Service Provider.

The Co-branded Rabbit may not support some services provided by the Company. The Company and/or the Authorized Issuer shall further inform the Rabbit Holder about such services limitations, if any.

### 3.2 Issuance and Distribution

#### (a) Standard Rabbit

The Standard Rabbit can be borrowed at the Company or the Authorized Distributor. The Company shall collect the Initial Stored Value, fees and Deposit (if applicable) from Rabbit Holder according to Table 1.

#### (b) Corporate Rabbit

The Corporate Rabbit can be purchased or otherwise received at any entity that purchases Corporate Rabbit from the Company.

#### (c) Special Rabbit

The Special Rabbit can be purchased at the Company or Authorized Distributor.

#### (d) Co-branded Rabbit

The Co-branded Rabbit can be purchased or otherwise received at the Authorized Issuer.

### 3.3 Deposit

The Company may collect the Deposit for certain type of Rabbit in the amount according to Table 1. The Company reserves the right to change the amount of Deposit and the Company will announce the changes from time to time.

### 3.4 Sales Price, Initial Stored Value and Fees

In issuing and distributing each type of Rabbit, the Company reserves the right to collect Sales Price and fees.

Fees, types of fees and Initial Stored Value of Rabbit will be specified in Table 1 and on the Company's website. The Company reserves the right to change the amount of fees, types of fees and Initial Stored Value. The Company will announce the changes from time to time.

For Corporate Rabbit, Special Rabbit and Co-branded Rabbit, other than the types and rate of fees specified by the Company, there may be other fees, Sales Price, Initial Stored Value requirement or terms and conditions applied in addition to this Conditions of Issue. The Rabbit Holder must read and accept the additional conditions of particular type of such Rabbit before usage. The Company shall bear no responsibility for such conditions.

### 3.5 Intellectual Property

The Company holds the rights to manage the system, software, program, parameter and all information on every type of Rabbit. The system, software, program, parameter and information on electronics chip of Rabbit shall be the intellectual property of the Company. No one can sell, distribute, transfer, reproduce, modify, communicate to public or use Rabbit

beyond the normal activities. The Company also reserves the right to enforce the law against any person who violates this condition.

### 3.6 Correctness and Validity of Rabbit

Rabbit is valid only during the Validity Period. A valid Rabbit shall have the following qualifications:

- (a) Rabbit which is used by the eligible person under the conditions of use of such Rabbit (e.g., adult, student or senior);
- (b) which has not been internally or externally modified;
- (c) which was lawfully obtained by the Rabbit Holder;
- (d) which has not been the Expired Rabbit or been seized or been withheld or been suspended; and
- (e) which has been ceased exceeding the Inactive Period.

## 4 USAGE

### 4.1 Conditions of Use

The Rabbit Holder consents and agrees as follows:

- (a) The Rabbit Holder shall strictly comply with all the rules, conditions, policies, instructions, notices, and guidelines pertaining to the use of the Rabbit as announced or to be announced by the Company from time to time.
- (b) The Rabbit Holder shall not use, or allow anyone to use, the Rabbit for any illegal purposes or in violation of the conditions of each type of Rabbit.
- (c) In any event, the Rabbit Holder shall not, or shall not consent or allow anyone to, copy, duplicate, modify, alter, change, or affix the Rabbit, both the physical Rabbit itself including firmware, software, program and data recorded in electronic chip. Modifying, altering, or changing of the system, firmware, software, program and data on the Rabbit is a criminal offence and the Company shall not honor transactions, or refund any Stored Value or Deposit (if applicable) of such Rabbit. In addition, the Company has the right to recover costs, expenses, losses and damages suffered or incurred by the Company as a result of the Rabbit Holder's copying, duplicating, altering, modifying or changing, or allowing a third party to copy, duplicate, alter, change or modify the Rabbit.
- (d) The Rabbit Holder shall take proper care of the Rabbit to avoid damage and not to intentionally deface, damage and/or destroy the Rabbit, including but not limited to the scratch, notch, tear, break, cut, bend, drill or puncture.
- (e) The Rabbit Holder shall not, or shall not allow anyone to, affix, print, attach or place any markings, stickers, objects and/or any other material onto the Rabbit (unless such markings, stickers, objects and/or any other material is approved by the Company) or to otherwise alter, remove and/or change any reference numbers, words, notices, trademarks, trade names, artwork or design on the Rabbit.

- (f) In the case that the Company lends the Rabbit to the Rabbit Holder and the Rabbit is damaged, the Company may charge the Rabbit Holder a fee and shall not return the Deposit (if applicable) to the Rabbit Holder.
- (g) The Rabbit Holder shall co-operate with the officer, the police officer or the relevant authorities in recovering the Rabbit if it is suspected lost or stolen or if the Company has reasonable grounds to suspect suspicious behavior.
- (h) In the case of doubt, the Company's staff, its authorized representatives and the Authorized Service Provider shall have the right to confiscate and inspect the Rabbit held by the Rabbit Holder, including the data contained on the Rabbit.
- (i) The Rabbit Holder should not carry more than one Rabbit together or should not carry the Rabbit together with other smartcard. If the Rabbit Holder does so, the Company shall not be responsible for any damage to the Rabbit or the incorrect deduction of the Stored Value. Any request for a refund of an amount that has been deducted incorrectly as a result of carrying more than one Rabbit together or carrying Rabbit together with other smartcard will not be paid.
- (j) The Company shall not be responsible for any personal injury and/or property loss or damage caused as a result of inappropriate or unauthorized use of the Rabbit.

#### 4.2 Transactions

- (a) The Rabbit can be used as a means of payment for Qualified Goods and Services, subject always to the Conditions of Issue and following the regulations of each Authorized Service Provider.
- (b) The Company and/or the Authorized Service Provider may reject the use of the Rabbit for payment for Qualified Goods and/or Services if that Rabbit is invalid under condition in Clause 3.6 or if the Rabbit system is unable to process the payment for any reason whatsoever or if a force majeure event arises which disables or prevents the Authorized Service Provider from accepting and processing the Rabbit as a means of payment.
- (c) The Rabbit Holder agrees that each Authorized Service Provider is responsible for deducting payment for Qualified Goods and/or Services.
- (d) If the Rabbit has Stored Value but it is insufficient for payment, the Rabbit Holder can still perform such payment if the Stored Value does not decrease below the allowed lowest negative value specified by the Company for only one transaction. However, the Company has its sole right to elect and specify the type of service for which such payment is to be allowed.
- (e) Authorized Service Providers that accept the Rabbit may change over time without prior notice.
- (f) The Company reserves the right to recall, cancel or suspend the use of the Rabbit at all times without notice to the Rabbit Holder. If such Rabbit has been legally possessed and there is no doubt about the validity of the Rabbit, the Company may return the balance of the Stored Value along with Deposit (if applicable) to the Rabbit Holder according to conditions and the process specified by the Company.

#### 4.3 Stored Value

(a) Determination of Stored Value

Determination of the Stored Value is the responsibility of the Company and Company's determination shall be the final judgment.

(b) Maximum Stored Value

The maximum Stored Value shall not at any time exceed an amount announced by the Company according to Table 1.

#### 4.4 Common Transit Pass

The Company may provide the service of adding Common Transit Pass for Rabbit Holder to use in the Authorized Transit Service Provider that supports this service. The Authorized Transit Service Provider may have further regulations and conditions which the Rabbit Holder must read and agree with before using the service.

#### 4.5 Adding Value

(a) In order to be able to make payments on Qualified Goods and Services by using the Rabbit payment system or in the case that Stored Value is insufficient for payment, the Rabbit Holder shall add the Stored Value to the Rabbit by presenting cash or other accepted payment to an Authorized Top-up Service Provider or by such other means as determined and announced by the Company from time to time. Authorized Top-up Service Providers will only offer to add value to the Rabbit no less than the Initial Stored Value and in multiples of a hundred Baht.

(b) In the case that the Stored Value is negative, when the Rabbit Holder adds the Stored Value, it will deduct the negative amount first and the remaining value will be the new Stored Value.

(c) Authorized Top-up Service Provider cannot offer the Rabbit Holder a discount to add value to the Rabbit unless as part of an official promotion authorized by the Company. The Rabbit Holder should not attempt to add value if the Rabbit Holder has any suspicion that the Authorized Top-up Service Provider may not be genuine. The Company will not honor the Stored Value that is added to the Rabbit by an unauthorized top-up service provider or through unlawful means.

#### 4.6 Expired Rabbit and Validation

(a) The Rabbit is valid only during the Validity Period. After the Validity Period, the Rabbit shall be an Expired Rabbit. However, after Rabbit becomes Expired Rabbit, Rabbit Holder still can continue using Rabbit for payment for Qualified Goods and Services and can refund the Stored Value before exceeding the Inactive Period but cannot add value and/or add transit passes on the Expired Rabbit. After exceeding the Inactive Period, Rabbit Holder shall not be able to use an Expired Rabbit for payment for Qualified Goods and Services and cannot refund the Stored Value or replace new Rabbit or claim for further value.

(b) In the event that Rabbit is not an Expired Rabbit but has been ceased exceeding the Inactive Period, such Rabbit shall not be used for payment for Qualified Goods and



Services or shall not be able to refund the Stored Value. If the Rabbit Holder wishes to use the Rabbit for payment for Qualified Goods and Services or refund the Stored Value, the Rabbit Holder shall add value on Rabbit in order to use such Rabbit for payment for Qualified Goods and Services or refund the Stored Value. Such value added on the Rabbit shall be added to the remaining Stored Value.

## **5. DAMAGED RABBIT AND REPLACEMENT OF RABBIT**

5.1 The Company reserves the right not to replace the Rabbit in the case that:

- (a) the Rabbit has been destroyed, damaged, scratched, notched, torn, broken, bent, drilled or punctured;
- (b) the validity of the Rabbit is suspect;
- (c) the Rabbit has been obtained improperly or illegally such as counterfeit, stolen or suspended.

5.2 To replace Rabbit in circumstances other than those described in 5.1, if the Rabbit cannot be read and this issue is not caused by the Rabbit Holder, the Rabbit Holder can proceed with the following steps:

- (a) For Standard Rabbit, bring the Rabbit to the Authorized Service Center.
- (b) For Corporate Rabbit, bring the Rabbit to the entity that sold that particular Corporate Rabbit directly.
- (c) For Special Rabbit, bring the Rabbit to the Authorized Service Center.
- (d) For Co-branded Rabbit, the Company will not be responsible for the physical conditions of the Co-branded Rabbit. The Rabbit Holder has to bring the Rabbit to the relevant Authorized Issuer directly.

After the Company performs inspection, the Company will conduct the procedures specified by the Company and will inform the Rabbit Holder of the result.

5.3 The Company reserves the right to charge a fee and/or not return the Deposit (if applicable) for replacement of Rabbit.

## **6. REFUND OF THE STORED VALUE**

6.1 If the Rabbit Holder wishes to refund the Stored Value, the Rabbit Holder is entitled to refund the Stored Value. By refunding the Stored Value, the Rabbit Holder accepts that the usage of such Rabbit shall be absolutely terminated. The conditions for refund the Stored Value are as follows:

- (a) In case of the Standard Rabbit, the Rabbit Holder can refund the Stored Value and the Deposit (if applicable) by delivering Rabbit to the Company.
- (b) In case of Corporate Rabbit, Special Rabbit and Co-branded Rabbit, the Rabbit Holder can refund only the Stored Value. The Company will refund the Stored Value and deliver such Rabbit to the Rabbit Holder

6.2 If the Rabbit Holder wants to refund the Stored Value according to Clause 6.1, the Rabbit Holder can bring the Rabbit to an Authorized Service Center as detailed in Table 5 and follow the steps, conditions and procedures of the Company. If the Company considers that such Rabbit meets the conditions to refund the Stored Value, the Company will refund the Stored Value and Deposit (if applicable) to the Rabbit Holder within 15 days from the date of request for refund.

6.3 The Rabbit Holder can be eligible for Stored Value refund under the following conditions:

- (a) the Rabbit that is not an Expired Rabbit; or
- (b) the Rabbit is an Expired Rabbit but not exceeding the Inactive Period.
- (c) other cases as specified by the Authorized Distributor or the Authorized Issuer (as the case may be).

The return of Stored Value refund shall comply with the procedures and conditions defined by the Company.

6.4 The value that can be refunded:

- (a) The value that can be refunded are Stored Value (not including issuing fee, discount or other benefits such as discount or special bonus purse or gift purse) and/or Deposit (if applicable). The issuing fee cannot be refunded in any case.
- (b) In the event that the Stored Value is negative, the Stored Value cannot be refunded. The Rabbit Holder must pay for the negative value before cancelling the Rabbit and requesting for refund of Deposit (if applicable).
- (c) The Company reserves the right to not refund the Deposit (if applicable) for a destroyed, damaged, scratched, notched, torn, broken, bent, drilled or punctured Rabbit.
- (d) Specific Transit Pass and Common Transit Pass cannot be refunded.

6.5 In the case of Corporate Rabbit, Special Rabbit, and Co-branded Rabbit, the Rabbit Holder must comply with the terms and conditions of the entity who provided such Rabbit or the Authorized Issuer (as the case may be).

6.6 To refund the Stored Value of the Registered Rabbit, the Rabbit Holder must present the evidence proving that the Rabbit Holder has made the Registration of such Rabbit before receiving the Stored Value refund.

6.7 The Company will not be liable to accept the refund of the Stored Value if:

- (a) The correctness of data on the Rabbit is suspect.
- (b) The Rabbit has been obtained improperly or illegally such as counterfeited Rabbit, stolen Rabbit or is suspended.
- (c) The data on Rabbit is incomplete, for example, data has been deleted or tampered with.

6.8 The Company reserves the right to collect fees and/or expenses incurred from the process of refunding of the Stored Value.

## **7. LOST/STOLEN RABBIT**

7.1 In the case that the Registered Rabbit is lost or stolen:

- (a) The Rabbit Holder can notify to suspend the loss or stolen of the Registered Rabbit. The Company shall suspend only the function of Stored Value, Specific Transit Pass and Common Transit Pass. The notification of suspension can be made by contacting the Hotline by phone.
- (b) The suspension of the Registered Rabbit under Clause 7.1 (a) will be effective after 24 hours from notifying the suspension to the Hotline.
- (c) After the suspension has become effective, the Company will return only the balance of the Stored Value. The Company shall not be responsible for the loss and damages of the Stored Value prior to the suspension is effective.
- (d) In any case, the Company shall not be responsible for the loss and damages of the Specific Transit Pass and Common Transit Pass on the Rabbit.
- (e) The Company reserves the right to charge a fee for the return of the Stored Value or replacing the Rabbit according to the conditions and procedures of the Company.
- (f) In any case, the Company shall not be responsible for the loss and damages of the devices using together with the Rabbit.

7.2 If lost or stolen Rabbit is not registered, the Company shall not suspend the Rabbit and shall not compensate the Rabbit Holder for any losses in all cases.

7.3 The Rabbit Holder is responsible for safeguarding their Rabbit against loss, damage or theft and ensuring that the Rabbit is not used by any other person.

7.4 The Company reserves the right to seize a suspended Rabbit for inspection purpose.

## **8. SUSPENSION OF RABBIT**

8.1 The Company may at its own discretion suspend the Rabbit if:

- (a) it is suspected of being counterfeit, stolen or fraudulently issued or procured; or
- (b) it is suspected that the Stored Value on the Rabbit has been fraudulently or illegally revalued; or
- (c) other cases as the Company considers appropriate.

8.2 The Rabbit is lost or stolen, the Rabbit Holder, who legally possesses the Rabbit, may request the Company to suspend the use of only a Registered Rabbit. The suspension process and procedures shall be determined by the Company.

8.3 Once the suspension of the Rabbit is effective, the Rabbit Holder will not be able to use such Rabbit or refund the Stored Value unless the Rabbit Holder cancels the suspension. In case the suspension has been cancelled, the Company shall not be responsible for any loss and damages of the Specific Transit Pass and Common Transit Pass on the Rabbit.

8.4 In the event that the suspension of the Rabbit was effective and the Company has returned the Stored Value to the Rabbit Holder under Clause 7.1 (c), the Stored Value in such Rabbit

including the Specific Transit Pass and Common Transit Pass on the Rabbit shall be permanently suspended. The Rabbit Holder is not eligible to cancel the suspension.

8.5 The Company reserves the right to charge a fee for suspension cancellation.

## **9. PERSONAL INFORMATION AND USAGE DATA**

9.1 In order to use certain service of the Rabbit, the Rabbit Holder shall provide the Company with necessary information or data so as to use such service. If the Rabbit Holder is unable or unwilling to provide such necessary information or data, the Company reserves the right to not provide the Rabbit Holder with such service.

9.2 The Rabbit Holder consents, agrees, and acknowledges that all personal information and data provided to the Company and all information relating to the use of the Rabbit may be used by the Company for:

- (a) processing an application or benefits in connection with the Rabbit;
- (b) the normal management, operation and maintenance of payment systems, including the audit of the Company;
- (c) designing new or improving existing services provided by the Company, the subsidiaries, affiliates, related companies, business partners of the Company, including any other entity which directly or indirectly controls, is controlled by, or is under common control with, the Company (hereinafter referred to as the “Group of Companies”) for the Rabbit Holder;
- (d) marketing of goods and/or services or benefits to Rabbit Holder by the Company, the Group of Companies and/or any of the business partners of the Company. The Group of the Companies and/or any of the business partners may need to carry out matching procedures to enable the Company to better understand the characteristics of the Rabbit Holder and to provide other goods and/or services better tailored to the Rabbit Holder’s needs, to assist the Company in selecting goods and/or services that are likely to be of interest to the Rabbit Holder and to establish whether the Rabbit Holder already has a relationship with the selected business partners;
- (e) communication by the Company to the Rabbit Holder;
- (f) investigation of complaints, suspected suspicious transactions and research for service improvement;
- (g) prevention or detection of crime;
- (h) disclosure as required by law;
- (i) as a source of information and data for transport and other services in general; and
- (j) other related purposes as the Company considers appropriate.

9.3 Information or data held by the Company relating to the Rabbit Holder will be kept confidential by the Company, but the Rabbit Holder agrees that the Company may transfer or disclose such information to the following parties (whether within or outside Thailand):

- (a) any relevant Authorized Service Provider or promotion provider or person who provides benefits to Rabbit Holders under a duty of confidentiality to the Company;
- (b) to satisfy a lawful order by a competent court of law, a relevant regulatory body or officer, or police officer;
- (c) any agent, contractor or third party service provider under a duty of confidentiality to the Company who provides administrative, telecommunications, computer system, payment, data processing or other services to the Company in connection with the operation of our business (such as credit audit agencies);
- (d) any other person under a duty of confidentiality to the Company including the Group of Companies and/or the business partners; and
- (e) any person to whom the Group of Companies, and/or the business partners, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation, including those of countries outside of Thailand for data transferred to those countries, but such disclosure will only be made under proper authority.

9.4 The Rabbit Holder has the right to:

- (a) check whether the Company holds information or data of the Rabbit Holder and to have access to that data;
- (b) request in writing that the Company correct any inaccurate information or data relating to the Rabbit Holder;
- (c) ascertain the policies and practices in relation to personal information and to be informed of the kind of personal information held by the Company; and
- (d) request the Company not to use the personal information for marketing purposes as described in Condition 9.2 (d) above, in which case the Company will cease to do so at no cost to the Rabbit Holder.

9.5 The Company reserves the right to charge the Rabbit Holder a reasonable fee for processing any request for access to personal information.

9.6 Any request should be made in writing to:

The Operation Department (Petition)

**BANGKOK SMARTCARD SYSTEM COMPANY LIMITED**

21 TST Tower, 19th Floor, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok 10900 Thailand

9.7 The transaction records of the Rabbit will be safely kept by the Company. Transaction records mean all the transaction data which the Company receives from its system, Rabbit readers and/or from other channels in respect of the use of the Rabbit. The Company will only disclose any of the transaction records to:

- (a) the relevant Authorized Service Providers or promotion provider or person who provides benefits to Rabbit Holder which are under a duty of confidentiality to the Company;

- (b) satisfy a lawful order by a competent court of law, a relevant regulatory authority, officer, or police officer;
- (c) any other parties which are under a duty of confidentiality to the Company, in order for the Company to maintain the normal management, operation and maintenance of the Rabbit payment system;
- (d) any agents, contractors or third party service providers which are under a duty of confidentiality to the Company and which provide administrative, telecommunications, computer, payment, data processing or other services to the Company in connection with the operation of our business; or
- (e) any other person under a duty of confidentiality to the Company including the Group of Companies and/or the business partners for the purposes outlined in Condition 9.

9.8 The Conditions of Issue do not violate the rights of the Rabbit Holder specified by laws.

## **10. AMENDMENT**

10.1 The Company reserves the rights to amend or change any part of the Conditions of Issue. The Company shall give notice of any amendment or changes by posting on one or more of the following channels:

- The Company's website at <http://www.rabbit.co.th>
- At Authorized Service Center
- At locations of the Authorized Service Provider
- At locations of the Authorized Distributor
- At locations of the Authorized Top-up Service Provider
- Any other premises as may be determined by the Company

The Rabbit Holder agrees that any notification of amendments or changes as aforementioned shall be sufficient notice for the purpose of this paragraph. If the Rabbit Holder does not accept any amendments or changes, the Rabbit Holder shall cease all use of the Rabbit. The Rabbit Holder's continued use of the Rabbit after the date of such notification shall constitute an affirmative acknowledgement by the Rabbit Holder of the amendments or changes and shall be deemed to be the Rabbit Holder's acceptance of such revised Conditions of Issue.

10.2 The amendments or changes will apply to all Rabbit Holders unless the Rabbit Holder has cancelled the Rabbit before the amendments or changes take effect.

10.3 The amendments or changes shall take effect on a date specified in the notice, which will be no less than 30 days after the date of publishing such notice.

## **11. MISCELLANEOUS**

11.1 No Waiver

No failure or delay on the part of Company in exercising any power, right, or remedy under the Conditions of Issue shall be considered as a waiver of such power, right, or remedy.

## 11.2 Right of Third Parties

A person or entity who is not a party to the Conditions of Issue shall have no right to enforce any term of the Conditions of Issue, regardless of whether such person or entity has been identified by name in the Conditions of Issue. For the avoidance of doubt, nothing in this paragraph shall affect the rights of any permitted assignee or transferee of the rights under the Conditions of Issue.

## 11.3 Force Majeure

Neither the Company nor the Authorized Service Center shall be liable for non-performance, error, interruption or delay in the performance of their obligations under the Conditions of Issue, in the Rabbit system's operation, if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond its reasonable control which includes without limitation:

- (a) flood, lightning, acts of God, fire, earthquakes and other natural disasters;
- (b) judgments, legislation, acts, orders, directives, policies, restrictions, regulations, prohibitions or measures of any kind on the part of any court, governmental, parliamentary and/or regulatory authority imposed or to be imposed after the fact;
- (c) rally, protest, riot, terrorist activity, revolution, coup;
- (d) power failure;
- (e) acts or defaults of any telecommunications network operator;
- (f) circumstances where communications lines and/or computer systems of the Company, the Authorized Service Center and/or the Authorized Service Provider cannot be used for reasons attributable to third party telecommunications carriers; and
- (g) acts or omissions of any Authorized Service Provider or any party for whom the Company and/or the Authorized Service Center is not responsible.

## 11.4 Indemnity

The Rabbit Holder hereby undertakes and agrees to indemnify the Company and keep the Company at all times fully indemnified from and against all actions, proceedings, claims, liabilities, penalties, demands and costs (including without limitation, legal costs), awards, damages, losses and/or expenses however arising directly or indirectly by reason of and/or as a result of any breach or non-compliance by the Rabbit Holder of the terms and conditions herein.

## 11.5 New Services

The Company may provide the Rabbit Holder with new services associated with the Rabbit from time to time, and these new services will be governed by the terms and conditions of such respective services.

## 11.6 Thai Version Prevails

The Company has provided an English language translation of the Conditions of Issue for reference only. If there is any inconsistency between the Thai and English versions, the Thai version shall prevail.

**12. GOVERNING LAW**

The Conditions of Issue shall be governed by and construed under the laws of Thailand.



Attachment: Conditions of Issue

Table 1: Issuing Fee, Sales Price, Deposit, Initial Stored Value, Other fees<sup>(1)</sup>

Reference	Rabbit Type	Issuing Fee	Sales Price	Deposit	Initial Stored Value	Maximum Stored Value	Validity Period	Inactive Period	Replacement Fee	Purse Refund Fee	Fee to cancel the suspension	Registration Fee	Other Fee
2.5, 3.1, 3.2, 3.3, 3.4, 4.3(b), 4.6, 6.8, 7.1(e), 8.5	Standard Rabbit <sup>(3)</sup>	150 Baht	0 Baht	50 Baht	100 Baht	4,000 Baht	5 Years	2 Years	200 Baht <sup>(2)</sup>	0 Baht	50 Baht	200 Baht	To be specified by the Company
	Standard Rabbit – Type 1	100 Baht	0 Baht	0 Baht	100 Baht	4,000 Baht	5 Years	2 Years	200 Baht <sup>(2)</sup>	0 Baht	50 Baht	200 Baht	
	Corporate Rabbit	0 Baht	To be specified on case by case basis	0 Baht	To be specified on case by case basis	4,000 Baht	5 Years	2 Years	To be specified on case by case basis	50 Baht	50 Baht	200 Baht	
	Corporate Rabbit – Type 1	0 Baht		0 Baht		20,000 Baht	5 Years	2 Years		50 Baht	50 Baht	200 Baht	
	Special Rabbit	0 Baht		0 Baht		4,000 Baht	5 Years	2 Years		50 Baht	50 Baht	200 Baht	
Co-branded Rabbit	0 Baht	0 Baht		4,000 Baht		5 Years	2 Years	50 Baht		50 Baht	To be specified by the relevant Authorized Issuer		

<sup>(1)</sup> All fees include VAT

<sup>(2)</sup> No fee for card replacement under condition 5.2

<sup>(3)</sup> The issuance of Standard Rabbit has been suspended from 1 January 2017 onwards

Table 2: List of Authorized Service Centers and available services

Reference	Authorized Service Center <sup>(2)</sup>	Issue <sup>(3)</sup>	Add Stored Value <sup>(1)</sup>	Add Transit Pass	Request Card Replacement	Refund Stored Value	Stored Value Inquiry	Request for cancellation of the suspension	Request for Registration of Rabbit <sup>(4)</sup>
1.4(z) , 2.3	1. BTS Station	✓	✓	✓	✓	See Table 5	✓	✓	-
	2. BRT Station	✓	✓	-	✓		✓	✓	-
	3. Participating Retail and Kiosk	-	✓	-	-	-	✓ <sup>(1)</sup>	-	-
	4. Rabbit Service Center	✓	✓	-	✓	See Table 5	✓	✓	✓
	5. Other channels specified by the Authorized Top-up Service Provider	-	✓	-	-	-	✓ <sup>(1)</sup>	-	-
	6. Any place or channel specified by the Authorized Issuer <sup>(5)</sup>	-	-	-	-	-	-	-	✓

<sup>(1)</sup> Conditions for adding the Stored Value and the inquiry of the Stored Value shall be specified by the Participating Retail, the Participating Kiosk and the Authorized Service Center.

<sup>(2)</sup> Location of Authorized Service Center shall be announced by the company at <http://www.rabbit.co.th>

<sup>(3)</sup> Terms and Conditions of the issuance of Rabbit shall be specified by the company and the relevant Authorized Service Center.

<sup>(4)</sup> Terms and Conditions of the Registration of Rabbit shall be specified by the Company and the relevant Authorized Issuer.

<sup>(5)</sup> The Authorized Issuer can register only the Co-branded Rabbit issued by such Authorized Issuer.

Table 3: Hotline

Reference	Location	Telephone number
1.4(aa), 7.1(a)	BANGKOK SMARTCARD SYSTEM COMPANY LIMITED 21 TST Tower, 19 <sup>th</sup> Floor, Viphavadi-Rangsit Road, Chomphon, Chatuchak, Bangkok 10900 Thailand	0-2617-8383

Table 4: Office Hour and Working Day

Reference	Unit	Day	Time
2.10	The Company	Mon – Fri <sup>(1)</sup>	9.00 – 18.00
	Hotline	Everyday	24 hours
	Authorized Service Center	As specified by each Authorized Service Center	
	Rabbit Service Center	Everyday	8.00-20.00

<sup>(1)</sup> The Company is closed on public holidays

Table 5: Authorized Service Centers with Refund Service

Reference	Rabbit Type	Rabbit can be read			Rabbit cannot be read		
		BTS Station	BRT Station	Rabbit Service Center	BTS Station	BRT Station	Rabbit Service Center
6.2, Table 2	Standard Rabbit	✓ <sup>(1)</sup>	✓ <sup>(1)</sup>	✓	Accept Request only	Accept Request only	Accept Request only
	Registered Standard Rabbit	Accept Request only	Accept Request only	✓ <sup>(5)</sup>	Accept Request only	Accept Request only	Accept Request only
	Standard Rabbit – Type 1	✓ <sup>(1)</sup>	✓ <sup>(1)</sup>	✓	Accept Request only	Accept Request only	Accept Request only
	Registered Standard Rabbit – Type 1	Accept Request only	Accept Request only	✓ <sup>(5)</sup>	Accept Request only	Accept Request only	Accept Request only
	Corporate Rabbit	Accept Request only	Accept Request only	✓	- <sup>(2)</sup>	- <sup>(2)</sup>	- <sup>(2)</sup>
	Registered Corporate Rabbit	Accept Request only	Accept Request only	✓ <sup>(5)</sup>	- <sup>(2)</sup>	- <sup>(2)</sup>	- <sup>(2)</sup>
	Corporate Rabbit – Type 1	Accept Request only	Accept Request only	✓	- <sup>(2)</sup>	- <sup>(2)</sup>	- <sup>(2)</sup>
	Registered Corporate Rabbit – Type 1	Accept Request only	Accept Request only	✓ <sup>(2)</sup>	- <sup>(2)</sup>	- <sup>(2)</sup>	- <sup>(2)</sup>
	Special Rabbit	Accept Request only	Accept Request only	✓	Accept Request only	Accept Request only	Accept Request only
	Registered Special Rabbit	Accept Request only	Accept Request only	✓ <sup>(5)</sup>	Accept Request only	Accept Request only	Accept Request only
	Co-branded Rabbit	- <sup>(3)</sup>	- <sup>(3)</sup>	✓	- <sup>(4)</sup>	- <sup>(4)</sup>	- <sup>(4)</sup>
	Registered Co-branded Rabbit	- <sup>(3)</sup>	- <sup>(3)</sup>	✓ <sup>(5)</sup>	- <sup>(4)</sup>	- <sup>(4)</sup>	- <sup>(4)</sup>

<sup>(1)</sup> Immediate refund in case the total of the Stored Value and the Deposit (if applicable) is not more than 250 Baht. In case the total of the Stored Value and the Deposit (if applicable) is more than 250 Baht, the Authorized Service Center will only accept the refund request.

<sup>(2)</sup> The Rabbit Holder shall contact the entity who distributes the relevant Corporate Rabbit directly.

<sup>(3)</sup> The Rabbit Holder shall contact the Company by the address as specified in clause 9.6 of this Conditions of Issue during the office hours and working day as detailed in Table 4.

<sup>(4)</sup> The Rabbit Holder shall contact relevant Authorized Issuer directly.

<sup>(5)</sup> The Rabbit Holder must present the evidence proving that the Rabbit Holder has made the Registration of such Rabbit.

Announced on 28 February 2012  
Amended on 16 November 2017