

## **Terms and Conditions of the use of M Card Application and Website**

Please read below Terms and Conditions (“Terms and Conditions”) carefully in order to comprehensively understand rights and obligations in relation to the use of M Card Application and Website. These Terms and Conditions are prepared in both Thai and English languages. If there are discrepancies between the English and Thai languages, the Thai language shall prevail.

### **1. Definitions**

- 1.1 “Application” means M Card Application on any operating system including without limitation to Apple’s IOS, Android, or any other operating system that may be developed by the Company in the future for providing the service access of the Application to a User via mobile devices connecting with Website or System of the Company.
- 1.2 “Applicant” means an applicant submitting a request for being a Card Member via Application or Website.
- 1.3 “Business Partner” means a juristic person or an individual who creates and announces Campaign, M Coupon, advertisement or other marketing activities in order to promote products or business of Business Partner, provided that the Company agrees and permits such Business Partner to join the sale promotion campaign via the Application or Website.
- 1.4 “Card” means M Card, either a plastic card or virtual card in an electronic form, all of which are in accordance with form and type issued by the Company.
- 1.5 “Card Member” means a member holding M Card registered for the use of Application and/or Website.
- 1.6 “Company” means The Mall Group Co., Ltd. and/or its affiliates.
- 1.7 “M Coupon” means cash voucher or coupon for exchange of products/ service or discount in an electronic form provided by the Company or Business Partner to a Card Member and/ or a User in accordance with the Terms and Conditions stipulated by the Company or Business Partner.
- 1.8 “M Point” means the accumulated points earning from being a Card Member or using the Card in accordance with the Terms and Conditions stipulated by the Company.
- 1.9 “Point” means any other points in accordance with the Terms and Conditions stipulated by the Company.

- 1.10 “Reward” means item, discounts or any benefits provided by the Company or Business Partner to a Card Member and/or User in accordance with the Terms and Conditions stipulated by the Company or Business Partner.
- 1.11 “User” means a person who is neither being a Card Member nor registering for the use of Application and/or Website with the Company, but merely visits or uses the Application and/or Website.
- 1.12 “Website” means [www.mcardmall.com](http://www.mcardmall.com) or other Website stipulated by the Company.

## **2. Objectives and Scope of Use of Application and Website**

- 2.1 The Company exclusively owns Application and Website under applicable laws.
- 2.2 A Card Member and User agree and accept that Application and Website are operated under a system which is administered and managed by a third party, therefore, the Company shall not warrant the following:
- (a) Accuracy, completeness or being up-to-date of any information or content transmitted through or posted on Application or Website.
  - (b) Application or Website is free from computer virus or any others which may adversely affect an electronic device of a Card Member or User.
- 2.3 A Card Member and User can visit or use Application or Website by complying with Terms and Conditions or any amendment thereof stipulated by the Company. Application can be downloaded from App Store for Apple device or Market (Play Store) for Android device or other channels indicated by the Company. The Company shall not be responsible for any damage or malfunction of the devices of the Card Member or User, resulting from an installation of the Application on the devices.
- 2.4 Application and Website shall be used in accordance with the following objectives.
- (a) To submit a Card application
  - (b) To check your M Point
  - (c) To check sale promotion campaign of the Company and/or Business Partner
  - (d) To check M Coupon and other benefits
  - (e) To redeem M Point, earn Reward and other benefits
  - (f) To find store's name, location and other information
  - (g) Other activities stipulated by the Company
- 2.5 The use of Application and Website shall be strictly in compliance with the objectives stated in Clause 2.4 above.
- 2.6 A Card Member and User are prohibited to use Application or Website for any illegal purpose or action.

- 2.7 A Card Member and User must not allow any person to log in Application and Website through his/her own account.
- 2.8 A Card Member and User must not use Application and Website for his/her own business purposes.
- 2.9 A Card Member and User agree not to do the following;
- (a) Attempting to circumvent system or network security including unauthorized access to information not for a Card Member or User or unauthorized access to Server or other accounts, or probe of security system of other system or networks (such as running a port scan).
  - (b) Any use or action which could cause or result in an unreasonably excessive load on the infrastructure of Application and Website.
  - (c) Taking any action to access restricted network or restricting an access to information which is not available for a Card Member or User.
  - (d) Engaging in any unlawful activity in relation to the use of Application and Website.
  - (e) Engaging in any conduct which restricts or inhibits other Users from properly using or enjoying Application and Website.
  - (f) Disseminating any information, for any purposes, in a manner which leads other persons to believe or understand that such information has been transmitted or disclosed with the support or consent of the Company.
- 2.10 A Card Member and User are advised to refer to the Terms and Conditions in each time of access or use the Application or Website to ascertain and understand such Terms and Conditions including any modifications thereof. A Card Member and User shall be deemed to have agreed to and accepted the Terms and Conditions in all aspects including any rules, regulations and measures from time to time stipulated by the Company. The Company may review, change or vary these Terms and Conditions at any time without prior notice and such review, change or variation shall be deemed integral part hereof.
- 2.11 A Card Member and User shall be deemed to have agreed to and accepted the Terms and Conditions in each time of setting up PIN for the use of Application or Website. The Card Member and User shall keep and prevent the PIN, set by the Card Member or User, from the use of other persons, and not disclose the PIN to the other. The Card Member or User shall be solely bound by any transaction or responsible for any actions in relation to the use of the PIN.
- 2.12 A Card Member and User affirm that all information provided to the Company either on Application or Website is of himself/herself and true, accurate and complete, provided that his/her personal phone number or email is valid at the time of providing such information.

- 2.13 A Card Member and User agree and accept that his/her personal information contained on Application or Website of the Company, or any information in relation to the use of Application or Website (“Information”) is the property of the Company. The Card Member and User further agree and consent that the Company can disclose or exchange the Information with other persons as the Company deems appropriate.
- 2.14 A Card Member and User agree and accept that any electronic transaction proceeded via the Application or Website shall be legally enforceable under the applicable laws and binding the Card Member and User under the laws of Thailand in relation to electronic transaction.
- 2.15 A Card Member and User must verify Terms and Conditions in relation to benefits, M Coupon/Rewards in each time before participating in any activity for such receiving and redeeming of M Coupon/Rewards.
- 2.16 The Company shall not be liable for inaccuracy or incompleteness of all content, including but not limited to address information, video, voice message, data, message, picture or computer graphic program illustrated on the Website or Application. A Card Member and User accept that the accuracy thereof shall be solely responsible by the Business Partner or its representative who arranges or provides such content.
- 2.17 The Company reserves the rights in its sole discretion, without providing any announcement or advance notice, to suspend or terminate any services of the Application or Website.
- 2.18 Business Partner shall be solely responsible to comply with any regulations, rules and/or provisions under the applicable laws in relation to advertisement of M Coupon, campaign, Reward and/or services of Business Partner including any actions for the legitimation of such activities. In addition, Business Partner shall be solely responsible for any damages incurred by a Card Member, User or any other persons due to the violation of laws, rules and regulations thereof.

### **3. Apply for M Card**

- 3.1 Applicant wishes the Company to issue an M Card, either as a plastic card or virtual card in an electronic form, including the replacement of lost or damaged Card.
- 3.2 Applicant affirms that he or she is fully 12 years (Twelve) of age on the date on which the application is submitted.
- 3.3 Applicant agrees and accepts the Terms and Conditions of a Card Member at the time of submitting the Card application via every channel including any modification which may be made to the Terms and Conditions from time to time.

- 3.4 Applicant affirms that all information provided to the Company in the Card application on Application or Website of the Company is of himself/herself and true, accurate and complete, provided that his/her personal phone number or email is valid at the time of submitting the application.
- 3.5 Applicant agrees and accepts that any of personal information provided on the Application or Website (“Information”) is the property of the Company. The Applicant further agrees and consents that all duplicates, photos, facsimiles or copies of the Card application, whether it is recorded or stored in any form, shall be the evidence of the M Card application including the agreement and acceptance of relevant Terms and Conditions.
- 3.6 Applicant agrees and consents the Company to use or exchange the Information provided in Clause 3.5 with any third party as the Company deems appropriate.
- 3.7 The Company may, in its sole discretion, approve the Card application or cancel the Card without having to inform a reason of such disapproval or cancellation.
- 3.8 In case where the Company offers any extra benefits to a new Card Applicant, a new Card Applicant shall mean the Applicant who submits the application for the first time or the Applicant who has canceled his/her Card or his/her Card has been canceled by the Company at least 6 (Six) months prior to this application, but not including a replacement of a lost or damaged Card.
- 3.9 Card application via Application / Website is free of charge. In case of lost or damaged Card or change of name/surname, the fee in the amount of Baht 50 (Fifty Baht Only) will be applied for a Card replacement.

#### **4. Registration and cancellation of M Card**

- 4.1 A Card Member can register to use the Application or Website, to check M Point, redeem Reward/M Coupon or use of some services for Card Member as stipulated by the Company.
- 4.2 M Card registration requires a Card Member's identity card or passport number, and mobile phone number or personal email which is valid at the time of registration. The Company will send One-Time-Password (OTP) through such email or phone number in order to verify the Card Member's identity. In case the Card Member uses the other's personal information for the account registration, the Company reserves the rights to suspend the account without advance notice.
- 4.3 A Card Member affirms that all information provided during registration is true, accurate and complete. The Card Member is obliged to immediately notify the Company for any change thereof, so that the Company will update the change of Card Member's information in the database accordingly.

4.4 A Card Member agrees and accepts that the Company may, in its sole discretion, reject a registration or cancel the account of Card without having to provide any advance notice to inform a reason of such rejection or cancellation. In such case, all accumulated Points shall be automatically canceled and shall not be refunded or compensated to the Card Member in any form.

## **5. Rewards, Benefits and Conditions of Use of M Card Member**

5.1 A Card Member can use the Card to accumulate M Point when purchasing products or service at the Company's department stores and other stores participating in the campaign in accordance with the Company's Terms and Conditions.

5.2 A Card Member must present the Card or notify the Card number or mobile phone number registered with the Company in every time of purchasing products or service. A Card Member shall earn 1 (One) M Point for every spending of Baht 25 (Twenty Five Baht Only) at all department stores except Power Mall in which a Card Member shall earn 1 (One) M Point for every spending of Baht 50 (Fifty Baht Only).

5.3 Please check your name and M Point in the sales slip after every purchase. The Company refuses to adjust and revert any M Point to your account when a Card Member does not present the Card or notify the Card number before making payment for products or service in order to earn M Point as stated in Clause 5.2 above.

5.4 According to the Company's terms and Conditions, the accumulated M Point can be redeemed for special free gifts, discount, cash voucher or special products and service, which can be used at every Company's department stores, such as The Emporium, The EmQuartier, Siam Paragon, Blue Port Hua Hin and other stores participating the campaign.

5.5 A Card Member must present M Card together with identity card at M Card counter to redeem M Point or redeem M Point via Application, Website, mobile phone or other channels notified by the Company.

5.6 A Card Member shall be granted 20% (Twenty percent) discount on an entrance fee at the water park located in the Company's department stores. (2 persons / a Card / day).

5.7 The latest M Point balance is as of yesterday. The M Point from today's purchase will be accumulated and shown tomorrow.

5.8 Redeemed M Point will be instantly deducted from the outstanding M Point balance.

5.9 Redeemed M Point will be deducted based on "First in, First out" basis.

- 5.10 Each M Point shall be valid for 2 (Two) years from the date of purchasing products or service.
- 5.11 In case where the Card is canceled for any reasons, M Point shall automatically be void and a Card Member shall not be entitled to redeem M Point for earning any benefits. In case of a Card replacement due to lost or damaged Card, M Point shall be transferred to a new Card in the day after.
- 5.12 In case M Card is lost, a Card Member shall submit a request for issuing a replacement Card with free of charge at once per year together with a copy of police report in relation to the lost card at M Card counter at any branch of the Company. In other cases of replacement Card, a fee in the amount of Baht 50 (Fifty Baht Only) shall be applied.
- 5.13 M Card is the property of the Company. If found, please contact or return the lost M Card at M Card counter at any branch of the Company.
- 5.14 Terms and Conditions in relation to a Card Member, the use of Card, Reward redemption and any other benefits are subject to change without prior notice.
- 5.15 In case a Card Member returns any products or service purchased from any stores participating M Card campaign, the Card Member agrees that the Company shall cancel and recall M Point earned from such purchase. The Card Member further agrees to return Reward redeemed from such M Point or reimburse the Company for the amount of money equivalent to Reward value in accordance with the Company's Terms and Conditions.
- 5.16 A Card Member shall keep the Card properly and protect it from an unauthorized use by other persons. In case of lost Card, a Card Member shall immediately notify the Company together with submitting a copy of police report in relation to the lost Card or notify any change of a Card Member's personal information to the Company. If not provided with a notice on the lost Card from the Card Member, the Company shall not be responsible for unauthorized uses of lost Card or losses of Card benefits.
- 5.17 A Card Member agrees and accepts that the Company is entitled to retroactively verify and adjust M Point but not exceeding 6 (Six) months from the date of dispute in relation to M Point. The Company decision shall be final.
- 5.18 A Card member agrees and accepts that the Company is entitled to, without having to provide an advance notice, cancel or revoke the Card which has not been used for 3 (Three) consecutive years from the application date. The Company will sum up the spending in the Card on 31<sup>st</sup> December of every year.

## **6. User's Obligations**

- 6.1 A User can visit Application or Website or use some services as stipulated by the Company with no registration required.
- 6.2 The Company reserves the rights to reject or cancel the use of a User without having to provide an advance notice.
- 6.3 A User accepts that any accumulated Point from the use of Application or Website can be redeemed for benefits only and cannot be redeemed for cash. The accumulated Point shall be automatically expired upon the cancellation for the use as stated in Clause 6.2.

## **7. Conditions of Earning Reward / M Coupon**

- 7.1 Any campaign for earning Reward or M Coupon will be announced on Website and/or Application. A Card Member and/ or User can submit a request for earning Reward or M Coupon in accordance with the Terms and Conditions stipulated by the Business Partner or the Company.
- 7.2 A Card Member or User shall have read and understood general and additional terms and conditions for earning Reward or M Coupon stipulated by the Business Partner or the Company. The Company shall not be liable for a User's misunderstanding or misinterpretation of Terms and Conditions for such earning in any cases.
- 7.3 Earning Reward or M Coupon is the direct transaction between a Card Member and/or User and Business Partner via Website or Application. Upon a submission of request for earning Reward or M Coupon by the Card Member and/or User, the request shall not be canceled. In case that M Point or Point has been redeemed, such M Point or Point will not be returned or refunded in any case.
- 7.4 Reward will be delivered to a name and address in Thailand provided by a Card Member and/or User in the process of redemption or request for Reward. The Company or its representative may assist the Business Partner for the delivery of Reward. However, it shall not be deemed that the Company or its representative involves in the transaction between the Business Partner and the Card Member and/ or User. Business Partner shall be solely responsible for any damaged Reward during the delivery to the Card Member and/or User and the Company shall have no duties and obligations to the Card Member and/or User in any cases.
- 7.5 In case a Card Member and/ or User do not receive Reward/M Coupon delivered by the Business Partner, the Card Member and/ or User shall directly contact the Business Partner. The Business Partner shall be solely responsible for any claims



or disputes (if any) in relation to such issue. The Company shall not be liable to a Card Member and/or User in any cases.

- 7.6 The M Coupon will be delivered to an account of a Card Member and/or User, or can be downloaded or obtained by other methods stipulated by the Business Partner or the Company.
- 7.7 A Card Member and/or User can redeem M Point at any On-Spot Redemption, i.e., store, restaurant, point of sale or location stipulated by the Business Partner. The Card Member and/or User must read the additional terms and conditions at the redemption point.
- 7.8 In case where the product, example goods or item delivered to a Card Member and/or User is found defective or different from those shown in campaign or M Coupon, it is the sole responsibility of the Business Partner.
- 7.9 The Company has not engaged in or shall not be responsible for any product warranty, safety or qualification of the Reward given through Application or Website in any aspects.
- 7.10 A Card Member and/or User acknowledge and agree to bear any tax burden in relation to Reward or M Coupon earning, i.e., withholding tax, stamp duty, VAT or other applicable taxes.
- 7.11 In case there is any discrepancy between this Terms and Conditions and additional terms and conditions for earning Reward or M Coupon, Point redemption or Reward delivery under any campaign, the additional terms and conditions shall prevail, provided, however, that such additional terms and conditions shall not affect the execution of this Terms and Conditions.
- 7.12 Once a Card Member and/or User submits a request to redeem Reward or M Coupon by, the request shall be verified through the system whether M Point or Point is sufficient or not. In case where a redemption of Reward or M Coupon is confirmed, the confirmation will be sent to the Business Partner and/or the Company to further proceed for the delivery of Reward or M Coupon.
- 7.13 The Company reserves the rights to adjust M Point or Point (whether increase or decrease such Point from the first announcement) for each Reward or M Coupon at any time without having to provide an advance notice.

## **8. Intellectual Property**

Any content on Application or Website including computer program, picture, graph, video, graphic, music, sound or others (“content”) shall be under protection of Intellectual Property laws. A Card Member and/or User are not entitled to duplicate, modify, delete, add, publish, forward, reverse engineering or endeavor to access source code of Website or Application or become involved with transferring, selling, hire-purchasing or leasing or modification, neither in whole nor in part.

## **9. Applicable Law**

This Terms and Conditions shall be construed and governed by the laws of Thailand.