Terms and Conditions of KMB Monthly Pass (30-Day Validity)

PART A

- By purchasing the KMB Monthly Pass (30-Day Validity) (the "Monthly Pass (30-Day Validity)") of The Kowloon Motor Bus Co. (1933) Ltd. ("KMB"), the passenger (the "Monthly Pass (30-Day Validity) Holder") agrees and accepts to abide by these Terms and Conditions of KMB Monthly Pass (30-Day Validity) (these "Terms and Conditions").
- 2. A passenger can purchase the Monthly Pass (30-Day Validity) at the Monthly Pass selfservice kiosks located at places designated by KMB. The passenger shall purchase the Monthly Pass (30-Day Validity) using an Octopus card or product which is valid and loaded with sufficient value (a) for Adult or (b) encoded with Student Status (the "Octopus Product"), excluding (i) First Generation Octopus; (ii) Child Octopus, Elder Octopus and Octopus encoded with Persons with Disabilities Status; and (iii) various types of Octopus entitling the holders to travel on buses free of charge (subject to the latest announcement made by KMB from time to time). The Monthly Pass (30-Day Validity) is sold at a single price, which is the same for purchase using Octopus Product for Adult or encoded with Student Status.
- 3. When a passenger purchases the Monthly Pass (30-Day Validity), its price will be deducted from the remaining monetary balance of the Octopus Product and the Monthly Pass (30-Day Validity) will be encoded on such Octopus Product. After purchasing the Monthly Pass (30-Day Validity), the self-service kiosk will indicate that the transaction is completed and a transaction number will be shown. The passenger shall take record of such transaction number and quote the same when liaising with Octopus Cards Limited for follow-up whenever necessary.
- 4. At the time of purchase, the passenger shall select the commencement date of the validity period of the Monthly Pass (30-Day Validity), which can be any day from the date of purchase and the subsequent 7 days. The passenger is bound by the commencement date of the validity period of the Monthly Pass (30-Day Validity) selected by him, which cannot be changed after purchase.
- 5. The validity of the Monthly Pass (30-Day Validity) commences from 04:45:00 on the commencement date of the validity period selected by the passenger or the time of

purchase (whichever is the later) and ends by 04:44:59 on the 31 st day. A Monthly Pass (30-Day Validity) Holder shall use the Monthly Pass (30-Day Validity) within its period of validity. The Monthly Pass (30-Day Validity) cannot be used before the commencement or after the expiry of its period of validity. All time references used herein shall be solely based on the time records of the Octopus processors on KMB buses.

- 6. Notwithstanding the above, the Monthly Pass (30-Day Validity) Holder can extend the expiry of the period of validity of the Monthly Pass (30-Day Validity) for another 30 days by purchasing another Monthly Pass (30-Day Validity) within the period of validity of the first Monthly Pass (30-Day Validity).
- 7. A Monthly Pass (30-Day Validity) Holder can check the period of validity of the Monthly Pass (30-Day Validity) at the Monthly Pass self-service kiosks.
- 8. A Monthly Pass (30-Day Validity) Holder shall keep his Octopus Product encoded with the Monthly Pass (30-Day Validity) properly. If a Monthly Pass (30-Day Validity) malfunctions and cannot be used within its period of validity, the Monthly Pass (30-Day Validity) Holder shall liaise with Octopus Cards Limited for follow-up. Under any circumstances, if a Monthly Pass (30-Day Validity) Holder cannot use the Monthly Pass (30-Day Validity) due to malfunction of the Monthly Pass (30-Day Validity) or failure of the Octopus system, KMB shall not be liable for any of his losses (if any).
- 9. Upon purchase, a Monthly Pass (30-Day Validity) is not refundable, replaceable nor transferrable to another Octopus Product (including any unused part of an activated or to-be-activated Monthly Pass (30-Day Validity)). If a Monthly Pass (30-Day Validity) Holder fails to ride on bus(es) within the period of validity of the Monthly Pass (30-Day Validity) under any reason, no refund will be made for the money spent on purchasing the Monthly Pass (30-Day Validity).
- 10. No replacement nor refund will be made for loss of the Octopus Product encoded with a Monthly Pass (30-Day Validity).
- 11. A Monthly Pass (30-Day Validity) shall only be used by one single Monthly Pass (30-Day Validity) Holder and shall not be shared with other passengers.
- 12. A Monthly Pass (30-Day Validity) Holder shall not sell, transfer, let, lend nor hire his Monthly Pass (30-Day Validity). If a Monthly Pass (30-Day Validity) Holder allows any

other person to use his Monthly Pass (30-Day Validity), both the Monthly Pass (30-Day Validity) Holder and the impersonator might be sued.

PART B

- 1. A Monthly Pass (30-Day Validity) Holder boarding a KMB bus shall place the Octopus Product encoded with a Monthly Pass (30-Day Validity) over the Octopus processor on the bus in order to ride on the bus or enjoy any interchange discount (if applicable). A Monthly Pass (30-Day Validity) Holder shall be entitled to use the Monthly Pass (30-Day Validity) to travel on all KMB bus routes for the specified number of trips each day at any time within the period of validity of the Monthly Pass (30-Day Validity), including all day-time bus routes, overnight bus routes, jointly operated bus routes (e.g. cross-harbour bus routes) operated by KMB, raceday racecourse bus routes, route B1 travelling to and from Lok Ma Chau, etc., provided that bus routes operated by Long Win Bus Company Limited, jointly operated bus routes not operated by KMB and other specific KMB bus routes are not covered* (subject to change based on the latest announcement made by KMB from time to time).
- 2. The daily limit for using the Monthly Pass (30-Day Validity) to travel on KMB bus routes (except route B1) is 10 trips per day, while the limit for using the Monthly Pass (30-Day Validity) to travel on route B1 is 2 trips per day.
- 3. If the number of trips taken by a Monthly Pass (30-Day Validity) Holder using the Monthly Pass (30-Day Validity) exceeds the daily limit, the relevant bus fare(s) will be deducted from the remaining balance of the Octopus Product without further notice.
- 4. A Monthly Pass (30-Day Validity) Holder does not have any priority for boarding buses and does not enjoy any other special service.
- 5. KMB has the final discretion over the interpretation of these Terms and Conditions. KMB reserves the right, at any time and from time to time, without prior notice, to amend or supplement these Terms and Conditions; or to terminate or suspend the provision of the Monthly Pass (30-Day Validity) or any discount, concession or other promotional programmes.

- 6. KMB reserves the right to cancel a Monthly Pass (30-Day Validity) Holder's right to use the Monthly Pass (30-Day Validity) if there is reason to believe that such Monthly Pass (30-Day Validity) Holder is in breach of any provision of these Terms and Conditions.
- 7. The Contracts (Rights of Third Parties) Ordinance (Cap.623 of the laws of Hong Kong) shall not apply to these Terms and Conditions.
- 8. Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing a gender include every other gender.
- 9. In the event of any conflict or inconsistency between the English version and the Chinese version of these Terms and Conditions, the English version shall prevail.
- 10. In the event of dispute, the decision of KMB shall be final.

*Note: The Monthly Pass (30-Day Validity) currently does not cover the following KMB bus routes: K12, K14, K17 and K18.