

Conditions of Issue of Octopus

(Effective from 11 March 2019)



YOUR ATTENTION IS DRAWN TO CONDITION 13 AND THE PERSONAL INFORMATION COLLECTION STATEMENT IN CONDITION 16

1. Conditions of Issue

These Conditions of Issue of Octopus (these "**Conditions of Issue**") are effective from 11 March 2019 ("**Commencement Date**") for all customers.

2. Introduction

2.1 These Conditions of Issue are a contract between you, our customer, and us, Octopus Cards Limited, the issuer of *Octopus*, in respect of the use of your *Octopus*, and the issuer of the stored value facility under the Octopus O! ePay Service. By using *Octopus* and/or Octopus O! ePay Service, you agree to be bound by these Conditions of Issue.

2.2 These Conditions of Issue explain our obligations to you and yours to us. While they apply to all our main services, they may be complemented or changed by particular terms and conditions for certain services which you may use.

2.3 There are a few terms we use in these Conditions of Issue which we should explain:

- (a) "**Authorised Add Value Service Provider**" is a Service Provider, bank or financial services company that we have authorised to offer the service of adding value to your *Octopus* in return for cash or other consideration;
- (b) "**Authorised Distributor**" is an entity that we have authorised to make available an *Octopus* to you;
- (c) "**Authorised Mobile Payment App**" means the mobile applications operated by Authorised Mobile Payment Service Provider(s) to provide services in respect of your *Smart Octopus*;
- (d) "**Authorised Mobile Payment Service Provider**" is a mobile payment service provider that we have authorised to offer *Smart Octopus*;
- (e) "**Authorised Partner**" is a bank or a financial services company or a FPS Participant or a corporate entity that we have authorised to offer their services in respect of your O! ePay Account;
- (f) "**Authorised Service Centre**" is an entity that we have authorised to service an *Octopus* on our behalf;
- (g) "**Card Funds**" means the SVF Deposits and Float from time to time;
- (h) "**Card Association**" is a payment association that licenses card programmes to banks or financial services companies or corporate entities under its specific brand(s) or scheme;
- (i) "**Card Association Merchant**" means designated merchant that accepts payment products or services licensed by the relevant Card Association for the goods and services offered by such designated merchants;
- (j) "**Client Funds Company**" shall mean Octopus Cards Client Funds Limited, whose Articles of Association provide that its function is to hold and deal with Card Funds in accordance with these Conditions of Issue and PSSVFO;
- (k) "**Converted Octopus**" means selective *Octopus* that can be converted into a *Smart Octopus* and once converted, cannot be re-activated. Upon conversion, the SVF Deposit, if applicable, and the Float, if any, stored on such *Octopus* shall be added to the SVF Deposit and the Float, if any, of your *Smart Octopus*;
- (l) "**Faster Payment System**" or "**FPS**" means the financial infrastructure launched by the Hong Kong Monetary Authority and operated by the Hong Kong Interbank Clearing Limited to facilitate payment services and other related services amongst FPS Participants;
- (m) "**FPS User Account Holder**" means the holder of the FPS User Account;
- (n) "**FPS User Account**" means a registered account maintained with a FPS Participant by a FPS User Account Holder;
- (o) "**FPS Participant**" means a participant of FPS which may be a bank or financial services company or a licensee of the stored value facility licence granted under PSSVFO or a corporate entity as approved by the Hong Kong Interbank Clearing Limited;
- (p) "**Float**" shall mean the stored value remaining (1) on an *Octopus*, excluding SVF Deposit, and (2) in your O! ePay Account;
- (q) "**Friend**" means another O! ePay Account Holder who has established a linkage between his/her O! ePay Account and your O! ePay Account for the purpose of performing P2P Payment;
- (r) "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;
- (s) "**Mobile Network Operator**" is a company that provides mobile telecommunication services in Hong Kong that we have authorised to offer *Octopus*;
- (t) "**Octopus**" means device- and non-device-based stored value facility cards and products provided by us, including without limitation:
 - (i) *On-Loan Octopus*;
 - (ii) *Sold Octopus*;
 - (iii) our stored value facility in *Bank Co-Brand Octopus* (see Condition 3.1(b)), *Octopus Mobile SIM* (see Condition 3.1(d)), *Cross Border Octopus* (see Condition 3.1(c)), *Smart Octopus* (see Condition 3.1(e)) and other consumer items such as watches, phone covers and keyrings;
- (u) "**O! ePay Account**" means a network-based stored value account

applied for by an O! ePay Account Holder with and approved by us in respect of the Octopus O! ePay Service, including without limitation, issuance with an O! ePay Payment Card (see Condition 8A.1);

- (v) "**O! ePay Account Holder**" means a holder of the O! ePay Account;
- (w) "**Octopus Mobile App**" means mobile applications developed and operated by us for Octopus services and/or the Octopus O! ePay Service;
- (x) "**Octopus O! ePay Service**" shall have the meaning ascribed to it in Condition 8A;
- (y) "**P2P Payment**" means person-to-person payment from one O! ePay Account to another O! ePay Account (including his/her Friend's O! ePay Account);
- (z) "**PSSVFO**" shall have the meaning ascribed to it in Condition 2A.1;
- (aa) "**Registered Octopus**" means selective *Octopus* that can be registered for the purpose of making fund transfer with your O! ePay Account;
- (bb) "**Schedule of Fees and Guidelines**" means the "Schedule of Fees and Guidelines relating to the use of Octopus" published by us, Octopus Cards Limited, as amended from time to time, the latest version can be obtained from our website at www.octopus.com.hk;
- (cc) "**Service Provider**" means any transport operators, retailers (including without limitation supermarkets, convenience stores, restaurants and fast food shops, food, other consumer goods e.g. medicines and cosmetics, books, newspapers, stationery and gifts, accessories shops, shopping malls, wearing apparel, telecommunications), entertainment / recreation/sports facilities providers, educational establishments, government related entities, building access control providers, unattended services (such as vending machines / kiosks / photo booths / telephone booths), online and/or mobile payment platform providers, online and/or mobile payment service providers or other parties which offer their services when you present your *Octopus* and are approved by us. These Service Providers should display the Octopus acceptance logo clearly;
- (dd) "**SVF Deposit**" shall have the meaning ascribed to it in Condition 5.1; and
- (ee) "**Third Party Operator**" is an entity, whether in Hong Kong or elsewhere, with which we have entered into a formal business relationship to provide you with *Cross Border Octopus*, and some other functionalities, if any. Third Party Operators do not include any bank or financial services company with whom we offer the *Bank Co-Brand Octopus*, or any Mobile Network Operator with whom we offer the *Octopus Mobile SIM* or any Authorised Mobile Payment Service Provider with whom we offer the *Smart Octopus*.

2A. Float and SVF Deposit of a Stored Value Facility

2A.1 The *Octopus* and O! ePay Accounts are stored value facilities under the Payment Systems and Stored Value Facilities Ordinance ("**PSSVFO**").

2A.2 As the licensee of the stored value facility licence granted under PSSVFO, we, Octopus Cards Limited, are responsible for the adequate protection of Card Funds in accordance with PSSVFO.

2A.3 The Float and the SVF Deposits, if applicable, do not accrue interest or profits. Any interest accrued and other returns generated (whether before, on or after the Commencement Date) on Card Funds, if any, shall belong to us.

2A.4 In compliance with PSSVFO, upon receiving SVF Deposits (if applicable) and payments representing the value you intend to add to your *Octopus* (in accordance with Condition 6.1) or your O! ePay Account (in accordance with Condition 8A), as the case may be, we shall deposit all such payments directly into and shall maintain Card Funds respectively relating to *Octopus* and O! ePay Accounts to and in separate designated bank accounts ("**Designated Bank Accounts**") which are specifically opened under our name with reputable licensed bank(s) and financial services company(ies) in Hong Kong and which are designated for solely holding Card Funds relating to *Octopus* and O! ePay Accounts respectively. We hold the Card Funds deposited in the Designated Bank Accounts as a bare trustee for Client Funds Company absolutely.

2A.5 We shall further maintain Card Funds respectively relating to *Octopus* and O! ePay Accounts held by us as at the Commencement Date in the relevant Designated Bank Accounts.

2A.6 Subject to Condition 2A.8, we will administer the Card Funds on behalf of Client Funds Company in accordance with these Conditions of Issue and are authorised to deposit and withdraw money into and out of the Designated Bank Accounts in accordance with these Conditions of Issue.

2A.7 In particular, we shall deduct from Card Funds:

- (a) such sums as are required to meet payments and other transactions made by holders of *Octopus* and O! ePay Account Holders, including without limitation payments under Condition 3.3;
- (b) any refunds or other payments made or due in accordance with these Conditions of Issue;
- (c) any interest accrued or other returns generated on Card Funds;
- (d) the fees or other costs or amounts which we are allowed to charge or deduct in accordance with these Conditions of Issues; and
- (e) any Card Funds forfeited in accordance with Condition 15A.2.

For the avoidance of doubt, we shall be entitled to the amounts specified in Conditions 2A.7(c), (d) and (e) and are authorised to deduct or call for payment of such amounts on such dates as we shall reasonably decide.

- 2A.8** We shall administer the Card Funds for the purpose of ensuring that there will always be sufficient funds for redemption by you.
- 2A.9** We will take all reasonable organisational measures to minimise risks of loss or diminution of Card Funds through theft, fraud, misuse, misappropriation, negligence or poor administration.
- 2A.10** We shall ensure that the bank(s) and financial services company(ies) with which we maintain the Designated Bank Accounts shall have no rights (including without limitation any right of setoff) over Card Funds.

3. General

- 3.1** (a) We offer two types of *Octopus*:
- "On-Loan Octopus"** is an *Octopus* which we lend to you and which we will require you to pay a SVF Deposit. Subject to Condition 12.2, you may return your *On-Loan Octopus* for a refund; and
 - "Sold Octopus"** is an *Octopus* which you can buy from our Authorised Distributors or receive from a third party under Condition 4.1(e). You are not required to pay a SVF Deposit for buying a *Sold Octopus* but you may not return the *Sold Octopus* except in the case of malfunction of the *Octopus* as described in Condition 11 or cancellation as described in Condition 12.3.
- (b) A bank or financial services company authorised by us may offer you a **"Bank Co-Brand Octopus"**. This is a card or product issued by that bank or financial services company with banking and/or payment functionality offered by that bank or financial services company incorporating our stored value facility which can be used for making payments via Octopus payment system. Each *Bank Co-Brand Octopus* may have separate additional terms and conditions which you should read carefully, and you should confirm that you agree to those additional terms and conditions before use. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company concerned. A *Bank Co-Brand Octopus* may be offered with or without any of our additional services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), lost *Octopus* service (Condition 15)). We will, through the issuing bank or financial services company, inform you whether any of these services will be offered on your *Bank Co-Brand Octopus*. In case you want to return the *Bank Co-Brand Octopus*, you should return it to the issuing bank or financial services company and not to us, our Authorised Distributor or Authorised Service Centre.
- (c) We, together with any Third Party Operator(s), may offer you a co-brand or co-named cross-border card or product ("**Cross Border Octopus**"), which consists of two or more electronic purses, one of which has our stored value facility which can be used for making payments via Octopus payment system, and the other electronic purse(s) provided and managed by such Third Party Operator(s). Separate additional terms and conditions from the Third Party Operator(s) may apply to the respective electronic purse(s). You should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Third Party Operator(s) concerned. We will inform you if your *Cross Border Octopus* consists of a *Sold Octopus* (as defined in Condition 3.1(a)(ii)), and whether any of our services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), lost *Octopus* service (Condition 15)) will be offered on your *Cross Border Octopus*.
- (d) A Mobile Network Operator authorised by us may offer you an **"Octopus Mobile SIM"**. This is a SIM card or product issued by that Mobile Network Operator with mobile telecommunication functionality offered by that Mobile Network Operator incorporating our stored value facility which can be used for making payments via Octopus payment system. Each *Octopus Mobile SIM* may have separate additional terms and conditions which you should read carefully, and you should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Mobile Network Operator concerned. An *Octopus Mobile SIM* may be offered with or without any of our services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), lost *Octopus* service (Condition 15)). We will, through the Mobile Network Operator, inform you whether any of these services will be offered on your *Octopus Mobile SIM*.
- (e) We, together with any Authorised Mobile Payment Service Provider, may offer you a **"Smart Octopus"** issued:
- directly through the Authorised Mobile Payment App on mobile device(s) or through other channels as we may announce from time to time; or
 - by way of converting a Converted Octopus through the Authorised Mobile Payment App on mobile device(s) or through other channels as we may announce from time to time;
- which can be used for making payments via Octopus payment system. We will require you to pay a SVF Deposit and an issuance fee ("**Smart Octopus Issuance Fee**"). Separate terms and conditions from the Authorised Mobile Payment Service Provider(s) may apply which you should read carefully, and you should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Authorised Mobile Payment Service Provider concerned. A *Smart Octopus* may be offered with

or without any of our services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), lost *Octopus* service (Condition 15)). We will, through the Authorised Mobile Payment Service Provider, inform you whether any of these services will be offered on your *Smart Octopus*.

- 3.2** We operate the Octopus payment system and the Octopus O! ePay Service and will ensure that the system and the service are operated with reasonable care, skill and diligence. If you discover any discrepancies in the usage of your *Octopus* or your O! ePay Account, as the case may be, you should contact us (see Condition 23) as soon as possible.
- 3.3** The funds paid by you for adding value to the Float on your *Octopus*, whether received by us directly or our Authorised Add Value Service Provider, will be credited to your *Octopus* and made available for your use in a timely manner according to these Conditions of Issue. The Octopus payment system provides you, if you are a holder of a valid *Octopus* (see Condition 4.4), with the ability to pay for certain goods and services using the Float where you see the Octopus acceptance logo at one of our Service Providers. The funds paid by you for adding value to the Float in your O! ePay Account, whether received by us directly or our Authorised Partner, and the funds received by you through P2P Payment or fund transfer from Registered *Octopus* will be credited to your O! ePay Account and made available for your use of the Octopus O! ePay Service in a timely manner according to these Conditions of Issue. The Octopus O! ePay Service provides you, if you are a genuine O! ePay Account Holder, with the ability to pay for certain goods and services using the Float where you see the acceptance logo of the Octopus O! ePay Service at one of our Authorised Partners.
- 3.4** Some of the Service Providers may provide you with a service, such as entry to premises, and may not make use of the payment functions of your *Octopus*.
- 3.5** A Service Provider or an Authorised Partner can be identified by their clear display of the Octopus or Octopus O! ePay Service acceptance logo, whether online, at physical locations or otherwise. Please contact the Service Provider, the Authorised Partner or us if the Service Provider or the Authorised Partner does not accept your *Octopus* as payment for their goods/services or your use of the Octopus O! ePay Service, as the case may be.
- 3.6** The Service Providers, the Authorised Partners and the Card Association Merchants, as the case may be, are responsible for all aspects of the goods and/or services they provide to you. In using their services and/or facilities you should abide by their rules, regulations and by-laws. We have no responsibility for the goods and/or services provided by the Service Providers and/or the Authorised Partners and/or the Card Association Merchants and you should direct any enquiries relating to these matters to the relevant Service Provider or the Authorised Partner or the Card Association Merchant, as the case may be.
- 3.7** Under normal circumstances, we will make reasonable efforts to ensure that the Octopus payment system is operating, but we cannot guarantee that a Service Provider will be able to accept an Octopus payment as this depends on the Service Provider's own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. Under normal circumstances, we will make reasonable efforts to make available the Octopus O! ePay Service, but we make no representations, endorsements or warranties as to the reliability, availability, title, suitability or any kind whatsoever. Further, we cannot guarantee that an Authorised Partner or a Card Association Merchant will be able to provide designated services in respect of your O! ePay Account or your O! ePay Payment Card, as the case may be, as this depends on the Authorised Partner's or the Card Association Merchant's own system and operation as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. Subject to Condition 10.4, we shall not be responsible for any loss or damage whatsoever incurred directly or indirectly by you as a result of or in connection with your use of Octopus service and/or Octopus O! ePay Service.
- 3.8** We will charge a reasonable fee for any of the Octopus payment service, the Octopus O! ePay Service and other services we provide to you. Any such fees will be published in the Schedule of Fees and Guidelines.
- 4. Obtaining and Using your Octopus; Applying and Using your Octopus O! ePay Service**
- 4.1** To use our service relating to *Octopus*, you will need to obtain a valid *Octopus* from:
- one of our Authorised Distributors which will ask you to either buy a *Sold Octopus* or pay a SVF Deposit for the *On-Loan Octopus* (see Condition 5.1);
 - a bank or financial services company authorised by us to issue you with a *Bank Co-Brand Octopus*;
 - a Third Party Operator, which may choose to provide you with a *Cross Border Octopus*;
 - a Mobile Network Operator which offers you with an *Octopus Mobile SIM*;
 - any other third party authorised by us to provide you with a *Sold Octopus*. In this case, we will treat you as the owner of that *Octopus* as if you have bought that *Sold Octopus*;
 - an existing holder of a valid *Octopus*, whether that *Octopus* has been bought by the existing holder or lent by us to the existing holder. In this case, we will treat you, the current holder of such an *Octopus*, as the new holder and our customer for the purpose of these Conditions of Issue. By using the *Octopus*, you agree to be bound by these Conditions of Issue. However, the existing holder should not transfer the *Octopus* to you if the *Octopus* has been Personalised (see Condition 14) or has a service the terms of which

- do not allow transfer (such as the Automatic Add Value Service (see Condition 8)); or
- (g) an Authorised Mobile Payment Service Provider which offers you with a *Smart Octopus*.
- 4.2** We do not own any:
- Sold Octopus* (as described in Conditions 4.1(a), 4.1(e) or 4.1(f));
 - Bank Co-Brand Octopus* (as described in Condition 4.1(b));
 - Cross Border Octopus* (as described in Condition 4.1(c));
 - Octopus Mobile SIM* (as described in Condition 4.1(d)); and
 - Smart Octopus (as described in Condition 4.1(g));
- but we will retain the right to manage the software and data loaded on the *Octopus* therein.
- 4.3** All *On-Loan Octopus* will remain our property and we retain the right to recover from you the *On-Loan Octopus*, as well as managing the software and data loaded on your *On-Loan Octopus*, at our sole discretion.
- 4.4** A "**valid Octopus**" means a genuine *Octopus*:
- which is of a specific fare category for which you are eligible in accordance with the conditions of issue, rules, regulations and/or by-laws of a particular Service Provider (e.g., child, elder or student status);
 - which has not been damaged or tampered with; and
 - which you have lawfully obtained.
- 4.5** If there is a positive Float in your *Octopus*, but the Float is insufficient for an intended transaction, your *Octopus* may still be used for such transaction, provided that the resulting negative value (i.e. the convenience limit) in your *Octopus* does not exceed a maximum amount as determined and announced by us from time to time. The negative value feature on any *Octopus* is provided at our option and sole discretion which we will notify you from time to time.
- 4.6** To use the Octopus O! ePay Service, you will need to register for an O! ePay Account (see Condition 8A).
- 4.7** If you suspect that your *Octopus* or your O! ePay Account has been used for unauthorised transactions, you should immediately contact us (see Condition 23). We may require that you provide information (including personal data) to support your claim of unauthorised transactions within a reasonable time. Upon confirmation that you have complied with Condition 9.1 and that there are unauthorised transactions in connection with your *Octopus* or your O! ePay Account, as the case may be, we will refund you the amount involved in such unauthorised transactions. We will charge a reasonable fee ("**Unauthorised Use Claim Fee**") for providing this service. Our decision on the investigation is final.
- 4.8** To protect your interest, we will perform user authentication procedure before effecting a high-risk transaction ("**High-risk Transaction**") of your *Octopus* and/or your O! ePay Account. A High-risk Transaction means a transaction which exceeds the per-transaction limit or aggregate total limit as announced by us from time to time.
- 5. Paying a SVF Deposit when we lend you an Octopus or when we issue a Smart Octopus to you**
- 5.1** If we issue an *On-Loan Octopus* to you, the Authorised Distributor will collect a deposit which shall be placed with us for enabling the *Octopus* to be used ("**SVF Deposit**") from you on our behalf, which we will hold as security for your *Octopus*.
- 5.2** If we issue a *Smart Octopus* to you, we will collect the SVF Deposit from you, which we will hold as security for your *Octopus*.
- 5.3** The amount of the SVF Deposit we collect from you in respect of an *On-Loan Octopus* or a *Smart Octopus* shall be of such reasonable amount as determined and announced by us from time to time to cover the cost of the *On-Loan Octopus*, the costs we incur in issuing you the *Octopus*, the costs of maintaining the Octopus payment system for your use and for providing a negative value feature (if applicable).
- 6. Adding Value to your Octopus and your O! ePay Account**
- 6.1** In order to be able to make payments using the Octopus payment system, you will need to add value to your *Octopus* by presenting cash or other accepted payment to an Authorised Add Value Service Provider or in the case of your *Smart Octopus*, by presenting accepted payment through the Authorised Mobile Payment App or if applicable, by way of the Octopus Automatic Add Value Service (see Condition 8) or by such other means as determined and announced by us from time to time. In order to be able to use the Octopus O! ePay Service, you may need to add value to your O! ePay Account by presenting cash or other accepted payment to an Authorised Partner or by such other means as determined and announced by us from time to time. We will charge you a reasonable fee for the provision of the add value services ("**Add Value Service Fee**"). Authorised Add Value Service Providers and Authorised Partners will only offer to add value to your *Octopus* and your O! ePay Account, as the case may be, above a minimum amount, in multiples of an amount and/or any amount which will be determined and announced by us from time to time.
- 6.2** A genuine Authorised Add Value Service Provider or Authorised Partner will not offer you a discount to add value to your *Octopus* or your O! ePay Account, as the case may be, unless as part of an official promotion authorised by us. You should not attempt to add value if you have any suspicion that the Authorised Add Value Service Provider or the Authorised Partner may not be genuine. We will not honour value that is added to your *Octopus* or your O! ePay Account by an unauthorised add value service provider or unauthorised partner or through unlawful means.
- 7. Maximum Amount of Stored Value**
- Your *Octopus* and your O! ePay Account can store up to a maximum amount ("**Stored Value Limit**") which we may notify you from time to time.

8. Octopus Automatic Add Value Service

We, in association with a number of participating banks and financial services companies, may offer an automatic add value service ("**Automatic Add Value Service**") for selective *Octopus*. You may separately apply for Automatic Add Value Service through one of these banks or financial services companies. In addition, Automatic Add Value Service may be offered for your *Bank Co-Brand Octopus*. Each Automatic Add Value Service may have separate, additional terms and conditions which you should read carefully, and you should confirm that you agree to these additional terms and conditions before using this service. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company concerned.

8A. Octopus O! ePay Service

8A.1 We offer a network-based stored value service ("**Octopus O! ePay Service**") which shall be subject to certain account and transaction limitations as we may notify you from time to time. We may also offer the Octopus O! ePay Service in association with Authorised Partners, which you may separately apply for through one of such Authorised Partners. Octopus O! ePay Service offered by us in association with Authorised Partners may have separate, additional terms and conditions which you should read carefully, and you should confirm that you agree to those additional terms and conditions before use. We do not accept any liability resulting from the terms and conditions issued by any such Authorised Partners. We, under the specific brand of the relevant Card Association, may issue you a branded network-based card or product ("**O! ePay Payment Card**") for the Octopus O! ePay Service. Each O! ePay Payment Card may have separate, additional terms and conditions which you should read carefully, and you should confirm that you agree to those additional terms and conditions before use. We do not accept any liability resulting from the terms and conditions issued by the Card Association concerned.

8A.2 To use the Octopus O! ePay Service, you will need to register for an O! ePay Account as an O! ePay Account Holder through such channels and on such requirements as we may announce from time to time. As an O! ePay Account Holder, you warrant that (a) you have attained the minimum age requirement as we may announce from time to time, (b) you are a holder of valid identification document(s) as we may announce from time to time, (c) any information you provide, including your personal particulars, is accurate, complete and up-to-date, and (d) you shall promptly update the information (including personal particulars) to ensure that any information provided to us is accurate, complete and up-to-date. We will charge you a reasonable fee for the provision of the O! ePay Account ("**O! ePay Account Fee**"). As an O! ePay Account Holder, you may register for an O! ePay Payment Card with and to be linked to your O! ePay Account through such channels and on such requirements as we may announce from time to time. If you have been issued with an O! ePay Payment Card, you should contact us or such other channel(s) as we may announce from time to time when you seek to apply for a replacement O! ePay Payment Card. We will charge you a reasonable fee for the provision of a replacement O! ePay Payment Card ("**O! ePay Payment Card Replacement Fee**"). You may apply for cancellation of your O! ePay Account at any time through such channels and in such manner as we may announce from time to time. Upon cancellation of your O! ePay Payment Card, your O! ePay Payment Card cannot be re-activated subsequently.

8A.3 You understand that once you become an O! ePay Account Holder, your status (including your masked name or display name) showing you as an O! ePay Account Holder ("**Status**") may, at your option, be hosted, shared and viewable by other O! ePay Account Holders (including Friends) through the Octopus Mobile App who have your mobile number registered under your O! ePay Account on their mobile devices. You further understand that any message, photo and/or other information (e.g., your Status) ("**Content**") is the property of the person from whom such Content is originated. By using the Octopus O! ePay Service, you shall be solely responsible for the upload, posting, dispatch, transmission, sharing or otherwise making available of the Content, whether in whole or in part, through your O! ePay Account and the consequence of uploading, posting, dispatch, transmission, sharing or otherwise making available of the Content. We are not responsible for the confidentiality of the Content or any part thereof. By submitting the Content under the Octopus O! ePay Service, you grant us an irrevocable, non-exclusive, perpetual, worldwide, royalty free, transferrable licence to use, reproduce, distribute and make available the Content under the Octopus O! ePay Service in any and all media and manner, and you warrant that you have the authority to grant the foregoing licence. You also grant each of O! ePay Account Holder access to your Status under the Octopus O! ePay Service and each Friend access to the Content under the Octopus O! ePay Service. In the event we, in our sole and absolute discretion, are of the view that any Content is found to be or is likely to be:

- infringing intellectual property or rights of any third party;
- unlawful, obscene, defamatory, offensive or threatening;
- containing hostile, discriminating, disturbing message; or
- inappropriate or insulting to any O! ePay Account Holders, users of the Octopus O! ePay Service or any third party;

in addition to other rights and remedies available, we shall be entitled to terminate your O! ePay Account immediately without notice. Upon termination of your O! ePay Account, your O! ePay Account cannot be re-activated subsequently.

8A.4 We shall only disclose the Content to satisfy a search warrant or an order by a competent court of law or a relevant regulatory body that we are required to comply with.

8A.5 You can perform P2P Payment with any O! ePay Account Holder(s)

(including your Friend(s)) through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. Each P2P Payment shall be subject to certain limitations, including without limitation Stored Value Limit, daily transaction limit and annual transaction limit, which we may notify you from time to time. We will charge you a reasonable fee for P2P Payment ("**P2P Payment Fee**").

8A.6 You can transfer fund between your O! ePay Account and Registered Octopus through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. You can add value to your O! ePay Account (see Condition 6) through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. Fund transfer between your O! ePay Account and Registered Octopus and/or provision of add value service to your O! ePay Account shall be subject to certain limitations, including without limitation Stored Value Limit, daily transaction limit, annual transaction limit and monthly fund transfer limit from Registered Octopus, which we may notify you from time to time.

8A.7 You can use the Float in your O! ePay Account to make payment for goods and services offered by our Authorised Partners through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time, which shall be subject to certain limitations, including without limitation daily transaction limit, which we may notify you from time to time. If you have been issued with an O! ePay Payment Card, you can use the Float in your O! ePay Account to make payment with your O! ePay Payment Card for goods and services offered by Card Association Merchants, whether online, at physical locations or otherwise, or through other channels as we may announce from time to time, which shall, in addition to such limitations applicable to O! ePay Account, be subject to certain limitations, including without limitation, annual spending limit, which we may notify you from time to time. We will charge you a reasonable fee for making payment with O! ePay Payment Card, including without limitation, transaction fee for payment transaction in currencies other than Hong Kong dollar ("**Foreign Currency Transaction Fee**"), and transaction fee for cross border payment transaction in Hong Kong dollar ("**Transaction Fee for Cross Border Transaction (in Hong Kong dollar)**"), which we may notify you from time to time.

8A.8 You can transfer fund from your O! ePay Account to:
(a) your registered bank account maintained with a bank or financial services company; or
(b) FPS User Account(s); or
(c) registered account(s) with a corporate entity as authorised by us; through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. Fund transfer from your O! ePay Account to your registered bank account, FPS User Account(s) and/or registered account(s) with a corporate entity as authorised by us shall be subject to certain limitations, including without limitation daily transaction limit, which we may notify from time to time. We will charge you a reasonable fee for fund transfer from your O! ePay Account to your registered bank account, FPS User Account(s) and/or registered account(s) with a corporate entity authorised by us ("**Fund Transfer Fee**").

8A.9 In addition to Condition 8A.3, we may, at any time and without incurring any liability whatsoever, immediately suspend or terminate your O! ePay Account at our sole and absolute discretion if:

- (a) you have violated or you are about to violate any applicable laws or regulations;
- (b) you have committed or you are about to commit a breach of any of these Conditions of Issue;
- (c) you are of the opinion that the integrity or security of the Octopus O! ePay Service will be jeopardised or compromised by use of your O! ePay Account; or
- (d) this is to comply with an order by a competent court of law, or a governmental or regulatory body, or a stock exchange.

In the event of suspension, we will lift such suspension after we are satisfied that none of the above events occurs or will occur and that the integrity and security of the Octopus O! ePay Service will not be jeopardised or compromised by your use of the Octopus O! ePay Service. Subject to Condition 15A, in the event of termination, we shall, after deducting any amounts including fees outstanding for the Octopus O! ePay Service, arrange for refund of the Float, if any, in your O! ePay Account as recorded in our system. Upon termination of your O! ePay Account, your O! ePay Account cannot be re-activated subsequently.

8A.10 In addition to Conditions 8A.3 and 8A.9, if there are insufficient Float in your O! ePay Account to settle any amounts including fees outstanding for the Octopus O! ePay Service, we shall be entitled to, in addition to other rights and remedies available, terminate your O! ePay Account immediately without notice. Upon termination of your O! ePay Account, your O! ePay Account cannot be re-activated subsequently.

8A.11 You should notify us immediately if your O! ePay Account has been compromised in any way (see Condition 23). You have to bear a loss when your O! ePay Account has been used for an unauthorised transaction before reporting that your O! ePay Account has been compromised.

9. Your Obligations in Using your Octopus and your O! ePay Account

9.1 You should take good care of your Octopus with reasonable security precautions to prevent it from damage or from being tampered with or from unauthorised use. You should take good care of your O! ePay Account with reasonable security precautions to ensure proper and secure use of your O! ePay Account, including your account password protection. We will charge you a reasonable fee as set out in Schedule of Fees and Guidelines to cover the cost of the damage upon return of the *On-Loan Octopus* to us if it is damaged or altered through delamination, bending, cutting, breaking,

graffiti or attachment of materials and/or objects on the *Octopus* by any means.

9.2 You must not use, or allow anyone to use, your *Octopus* and/or your O! ePay Account for any illegal purposes.

9.3 You should only present your *Octopus* when you see the Octopus acceptance logo. You must not present your *Octopus* at readers that do not show the Octopus acceptance logo as this may cause damage to the *Octopus* and/or loss to yourself.

9.4 You must not tamper with the *Octopus* (including without limitation the software and the data recorded on the *Octopus*) in any way. You must not do anything to exploit or interfere with your O! ePay Account or disrupt other users of the Octopus O! ePay Service and, in particular, you must not use or launch any automated system, including without limitation robots, load testers or spiders to access the O! ePay Account or in the use of the Octopus O! ePay Service. Tampering with the data on your *Octopus* may be a criminal offence. We shall not honour transactions or refund any Float or the SVF Deposits, if applicable, relating to tampering of your *Octopus* or exploitation or interference of your O! ePay Account.

9.5 We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred by us as a result of your altering or interfering, or allowing a third party to alter or interfere, with the data on your *Octopus* and/or your O! ePay Account.

9.6 We will ask you to co-operate with us and, if appropriate, the police, in recovering your *Octopus* if it is lost or stolen or if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing law. We will ask you to co-operate with us and, if appropriate, the police, in any investigation in respect of your O! ePay Account if it is being tampered with or if we have reasonable grounds to suspect behaviour of such nature or as required by prevailing law.

9.7 Our staff and authorised representatives of our approved Service Providers shall have the right to inspect your *Octopus* and items incorporating *Octopus*, including the data in that *Octopus*, at any reasonable time.

10. Proper Use of your Octopus and your O! ePay Account

10.1 You should not carry more than one *Octopus* or an *Octopus* with another contactless smartcard together in close proximity as they may interfere with one another. If you do so, it will be at your own risk. We shall not be responsible for any damage to the *Octopus* or the electronic devices the functions of which have been affected in connection with the use of your *Octopus*. We reserve our right not to entertain any request for a refund of an amount that has been deducted incorrectly as a result of your carrying more than one *Octopus* or an *Octopus* with another contactless smartcard together in close proximity.

10.2 We shall not be responsible for any personal injury and/or property loss or damage caused as a result of your inappropriate or unauthorised use of your *Octopus* and/or your O! ePay Account.

10.3 You shall indemnify us against all actions, proceedings, liabilities, claims, loss, damages and reasonable costs and expenses (including all reasonable legal fees) which may be taken against us or which we may suffer, sustain or incur howsoever arising out of or in connection with any inappropriate or unauthorised use of your *Octopus* or the Octopus O! ePay Service.

10.4 Nothing in these Conditions of Issue shall exclude or restrict our liability for death or personal injury resulting from our negligence, or liability for fraud.

11. Malfunction

If your *Octopus* malfunctions due to no fault of yours and you have not damaged or tampered with it in any way:

(a) you should return your *Octopus* to our Authorised Service Centre if you hold an *On-Loan Octopus* or if you have bought a *Sold Octopus* from our Authorised Distributors. We will, in the case of an *On-Loan Octopus*, arrange refund of the Float, if any, stored on such *Octopus* and a temporary replacement, or, in the case of a *Sold Octopus*, only arrange a refund of the Float, if any, stored on such *Octopus* (see Condition 12.2); or

(b) in case you hold a *Cross Border Octopus*, you should contact our Authorised Service Centre (or any parties as directed by our Authorised Service Centre) or such other channel(s) as we may announce from time to time. We will only arrange a refund of the Float, if any, stored on such *Octopus* (see Condition 12.5); or

(c) if you have obtained your *Octopus* from any other third party as described in Condition 4.1(e), you should contact that third party; or

(d) if you have bought an *Octopus* with a limited time warranty, you should contact the warranty provider; or

(e) if you have been issued with a *Bank Co-Brand Octopus* you should contact the issuing bank or financial services company which, under normal circumstances, will issue you with a replacement *Bank Co-Brand Octopus*. In case there is any positive or negative Float therein, this will be managed by the issuing bank or financial services company; or

(f) if you have been offered with an *Octopus Mobile SIM*, you should contact us or use our online application or such other channel(s) as we may announce from time to time for cancellation of use of the *Octopus* in your *Octopus Mobile SIM*, and we shall arrange a refund of the Float therein, if any. You should also contact the issuing Mobile Network Operator which, under normal circumstances, will offer you with a replacement *Octopus Mobile SIM* with or without charge; or

(g) if you have been issued with a *Smart Octopus* and have provided your personal data to us at the time of issuance of your *Smart Octopus*, you should contact us or use our online application or such other channel(s) as we may announce from time to time for cancellation of your *Smart Octopus*, and we shall arrange a

refund of the SVF Deposit, if applicable, and the Float therein, if any.

12. Return or Cancellation of your Octopus and Cancellation of your O! ePay Account

12.1 This Condition 12 applies subject to Condition 15A.

12.2 You may return your *Octopus*:

- (a) if it malfunctions, as described in Condition 11; or
- (b) in case of an *On-Loan Octopus*, at your option, to an Authorised Service Centre. When you return your *On-Loan Octopus* and apply for a refund, the SVF Deposits, if applicable, and the Float therein, if any, will be refunded to you in full except in the following situations when we will deduct a reasonable amount to cover:
 - (i) any negative Float on your *On-Loan Octopus*;
 - (ii) a handling fee (depending on how long we have lent you that *Octopus*) ("**Handling Fee**") to cover the costs incurred by us, including those charged by the Authorised Service Centre for providing this return and refund service;
 - (iii) the cost of repairing any damage to your *On-Loan Octopus*, if applicable;
 - (iv) any outstanding payment from the Automatic Add Value Service;
 - (v) the Inactive *Octopus* Administrative Fee as described in Condition 13.2, if applicable;
 - (vi) any other amounts including fees outstanding for *Octopus* services.

12.3 You may return your *Sold Octopus* for cancellation and we will disable your *Sold Octopus* and, after deducting any amounts including fees and payment outstanding for *Octopus* services, refund to you any Float therein. However, we will not refund the cost, if any, of your *Sold Octopus* to you. If you cancel your *Sold Octopus*, your *Sold Octopus* cannot be re-activated subsequently.

12.4 You or the issuing bank or financial services company may request for cancellation of your *Bank Co-Brand Octopus* as permitted under the cardholder agreement between you and the issuing bank or financial services company and in accordance with the provisions therein. In case of such cancellation, the Float therein, if any, will be refunded to you via the issuing bank or financial services company, subject to provisions of the cardholder agreement between you and the issuing bank or financial services company. However, we will not refund the cost, if any, of your *Bank Co-Brand Octopus* to you.

12.5 You may return your *Cross Border Octopus* to our Authorised Service Centre (or any parties as directed by our Authorised Service Centre). Refund of your *Cross Border Octopus* will be processed in the same manner as that for *Sold Octopus* pursuant to Condition 12.3 above.

12.6 You may contact us or our Authorised Service Centre (or any parties as directed by our Authorised Service Centre) or use our online application or such other channel(s) as we may announce from time to time for cancellation of use of *Octopus* in your *Octopus Mobile SIM* and we will disable the *Octopus* in your *Octopus Mobile SIM* and, after deducting any amounts including fees and payment outstanding for *Octopus* services, refund to you any Float therein. However, we will not refund the cost or any fees, if any, of your *Octopus Mobile SIM* to you. If you cancel the use of the *Octopus* in your *Octopus Mobile SIM*, the *Octopus* in your *Octopus Mobile SIM* cannot be re-activated subsequently.

12.6A If you have provided your personal data to us at the time of issuance of your *Smart Octopus*, you may use the Authorised Mobile Payment App or our online application or such other channel(s) as we may announce from time to time for cancellation of your *Smart Octopus* and we will disable the *Smart Octopus* and, after deducting:

- (i) any negative Float on your *Smart Octopus*;
- (ii) any outstanding payment from the Automatic Add Value Service;
- (iii) the Inactive *Smart Octopus* Administrative Fee as described in Condition 13.4, if applicable;
- (iv) any other amounts including fees outstanding for *Octopus* services;

refund to you the SVF Deposit, if applicable, and the Float therein. However, we will not refund the cost of or any fees associated with your *Smart Octopus* to you. If you cancel your *Smart Octopus*, your *Smart Octopus* cannot be re-activated subsequently.

12.7 You may apply for cancellation of your O! ePay Account at any time through such channels and in such manner as we may announce from time to time. We shall, after deducting any amounts including fees outstanding for the *Octopus* O! ePay Service, arrange for refund of the Float therein, if any. However, we will not refund the cost of or any fees associated with your O! ePay Payment Card, if any, to you. Upon cancellation of your O! ePay Account, your O! ePay Account (including, if applicable, the O! ePay Payment Card) cannot be re-activated subsequently. If any O! ePay Account Holder has become deceased, a personal representative of the deceased O! ePay Account Holder should present proof of death of the deceased O! ePay Account Holder, and proof of identity and capacity of the personal representative, in order to claim a refund of any Float therein. We will charge you a reasonable administrative fee ("**O! ePay Account Cancellation Fee**") for cancellation of your O! ePay Account.

12.8 We reserve the right to recover, cancel or terminate, or suspend your *Octopus*, the *Octopus* O! ePay Service (including your O! ePay Account and, if applicable, O! ePay Payment Card) or any of our services at any time without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you. You may be required to present your *Octopus* for replacement in the manner as may be notified by us. In such case, we will refund to you the SVF Deposits, if applicable, and Float therein, if any.

12.9 *Octopus* is provided for use in payment and related services, it is not provided as a medium for the exchange or transfer of money. In respect of any of the services provided pursuant to these Conditions of Issue,

we reserve the right to request information (including personal data), investigate (for which we will charge a reasonable fee, "**Investigation Fee**") and decline at our sole discretion multiple, high value or repeated purchase or refund requests from an individual or organisation.

13. Inactive Octopus and O! ePay Account

13.1 Deactivation of your inactive Octopus and O! ePay Account

- (a) Your *Octopus* has been issued to you for your regular use. If you have not added value to your *Octopus* for a period announced by us from time to time, we will, for your own and our protection, deem your *Octopus* to be no longer in use, and we will deactivate your *Octopus*. If you want to re-activate your *Octopus* subsequently, we will charge you a reasonable fee for the re-activation ("**Reactivation Fee**").
- (b) Your O! ePay Account is intended for your regular use. If you have not added value to your O! ePay Account or used your O! ePay Account for any payment transaction for a period announced by us from time to time, we will, for your own and our protection, deem your O! ePay Account to be no longer in use, and we will suspend your O! ePay Account (including your O! ePay Payment Card, if applicable). If you want to re-activate your O! ePay Account subsequently, we will charge you the Reactivation Fee.

13.2 Administrative fee on your inactive "Adult" On-Loan Octopus

If you hold an "Adult" type of *On-Loan Octopus* (that is, *On-Loan Adult Octopus* other than *Personalised Octopus* with Student Status or Persons with Disabilities Status, or if you are a *Personalised On-Loan Octopus* holder aged below 18, or if you are a *Personalised On-Loan Octopus* holder aged 60 or above) which is issued on or after 1 October 2017 ("**Inactive Octopus Administrative Fee Effective Date**") and have not added value to your *Octopus* or used your *Octopus* for any payment transaction for such specified period(s) of time as determined and announced by us from time to time (each, an "**inactive period**"), we will charge you an administrative fee ("**Inactive Octopus Administrative Fee**") on your inactive *On-Loan Adult Octopus* for each inactive period. The Inactive *Octopus* Administrative Fee shall be deducted from the Float, if any, and the SVF Deposit of your inactive *Octopus*:

- (a) until your inactive *Octopus* is re-activated;
 - (b) until you return your *Octopus* as described in Condition 12.2(b); or
 - (c) until the Float and the SVF Deposit are fully depleted, in which case we shall cancel your *Octopus* and your *Octopus* cannot be re-activated subsequently;
- whichever is the earliest.

13.3 For the purpose of Condition 13.2:

- (a) The first inactive period means the later of:
 - (i) the period of time as specified by us after your last add value transaction or your last payment transaction using your *Octopus*, whichever is later; or
 - (ii) the specified period of time immediately after the Inactive *Octopus* Administrative Fee Effective Date.
- (b) Subsequent inactive periods means successive 12-month periods thereafter or such specified period(s) of time as determined and announced by us from time to time.

13.4 Administrative fee on your inactive Smart Octopus

If you hold a *Smart Octopus* and have not added value to your *Octopus* or used your *Octopus* for any payment transaction for such specified period(s) of time as determined and announced by us from time to time (each, an "**inactive Smart Octopus period**"), we will charge you an administrative fee ("**Inactive Smart Octopus Administrative Fee**") on your inactive *Smart Octopus* for each inactive *Smart Octopus* period. The Inactive *Smart Octopus* Administrative Fee shall be deducted from the Float, if any, and the SVF Deposit of your inactive *Smart Octopus*:

- (a) until your inactive *Smart Octopus* is re-activated;
 - (b) until you cancel your *Smart Octopus* as described in Condition 11(g) or Condition 12.6(A); or
 - (c) until the Float and the SVF Deposit are fully depleted, in which case we shall cancel your *Smart Octopus* and your *Smart Octopus* cannot be re-activated subsequently;
- whichever is the earliest.

13.5 For the purpose of Condition 13.4:

- (a) The first inactive *Smart Octopus* period means the period of time as specified by us after your last add value transaction or your last payment transaction using your *Smart Octopus*, whichever is later;
- (b) Subsequent inactive *Smart Octopus* periods means successive 12-month periods thereafter or such specified period(s) of time as determined and announced by us from time to time.

13.6 Further details are set out in Schedule of Fees and Guidelines, which can be obtained from our website at www.octopus.com.hk.

14. Personalised Octopus Service

14.1 If made available by us, you may apply to us to have your identity associated ("**Personalised**") with a particular *Octopus*. Your personal data will be stored in electronic format, and may or may not be printed, on your *Personalised Octopus*. We will charge you a reasonable fee ("**Personalisation Fee**") for both producing and, if requested, handling the return of your *Personalised Octopus*.

14.2 A bank or financial services company that offers a *Bank Co-Brand Octopus* may provide you with our *Personalised Octopus* service. Any additional fees or charges imposed by the issuing bank or financial services company will be notified to you by relevant issuing bank or financial services company.

14.3 You should notify us promptly in writing of any changes to your name, address, telephone or email address regarding your *Personalised Octopus*.

- 14.4** Personalised *Octopus* enjoys strengthened protection. You should notify us immediately if your *Octopus* or its security is compromised in any way (see Condition 23). You may have to bear a loss resulting from unauthorised transactions of your compromised *Octopus*.
- 14.5** You should not allow your Personalised *Octopus* to be used by another person. If your Personalised *Octopus* is found in the possession of a person other than yourself, we and/or the Service Providers on our behalf, shall have the right, but are not obliged, to repossess your Personalised *Octopus* from such a person.
- 14.6** If you wish to return your Personalised *Octopus* to an Authorised Service Centre or such other channel(s) as we may announce from time to time, you should present your *Octopus* in person, or if the cardholder of that Personalised *Octopus* has become deceased, a personal representative of the deceased cardholder should present the Personalised *Octopus* together with proof of death of the deceased cardholder, and proof of identity and capacity of the personal representative, in order to claim a refund of the SVF Deposits, if applicable, and/or any Float as described in Condition 12.
- 15. Lost Octopus Service**
- 15.1** If you are the holder of a Personalised *Octopus* or user of the Automatic Add Value Service, you will automatically be provided with our lost *Octopus* service. This lost *Octopus* service may not apply to our other services unless it is clearly stated in the terms and conditions of that service.
- 15.2** If you are provided with our lost *Octopus* service, you should notify us immediately if your *Octopus* has been lost or stolen (see Condition 23), except in the case of a *Bank Co-Brand Octopus*, you should notify the issuing bank or financial services company. We will then cancel and disable your *Octopus* after a specified period of time ("**Lost Octopus Notification Period**"), the latest period of which is set out in Schedule of Fees and Guidelines, following receipt of your report. The Lost *Octopus* Notification Period shall be determined and announced by us from time to time. Once cancellation of your *Octopus* is effected, it cannot be re-activated subsequently.
- 15.3** The lost *Octopus* service described in Condition 15.2 will protect you from the loss of the Float and any value added through the Automatic Add Value Service on your *Octopus* after the expiry of the Lost *Octopus* Notification Period. You may have to bear a loss resulting from unauthorised use of your lost *Octopus* before the expiry of the Lost *Octopus* Notification Period.
- 15.4** We will refund you the SVF Deposits, if applicable, and the Float, if any, on your *Octopus* as recorded in our system at the end of the Lost *Octopus* Notification Period. We will charge you a reasonable fee ("**Lost Octopus Service Fee**") for providing this lost *Octopus* service, which (a) will be deducted from the refund of the SVF Deposit or Float on your *Octopus*, if any, or (b) may be payable by you.
- 15A. Expiry, Refunds and Determination of value on Octopus and in O! ePay Account**
- 15A.1** Any SVF Deposits and/or Float on your *Octopus* to be refunded to you as described in Condition 12 or Condition 15 will be paid without interest. Any Float in your O! ePay Account to be refunded to you as described in Condition 8A or Condition 12 will be paid without interest. Any interest accrued or other returns generated (whether before, on or after the Commencement Date) on Card Funds, if any, shall belong to us.
- 15A.2** Any refund of the SVF Deposits and/or Float on your *Octopus* or Float in your O! ePay Account which remain uncollected for a period announced by us from time to time ("**Expiry Date**") will be forfeited without notice and you will have no claim for such amounts whatsoever. We shall be entitled to such SVF Deposits and Float from the end of the Expiry Date.
- 15A.3** Upon receipt of the refund, you shall be deemed to have accepted the amount thereof as correct and agree to discharge us from any liability whatsoever to you, including without limitation any shortfall or error in the amount of such refund.
- 15A.4** In determining the SVF Deposits and/or the Float to be refunded to you, the records held by us shall be treated as conclusive evidence of the amount of the SVF Deposits and/or the Float except for any manifest error on our part.
- 15A.5** We are licensed by the Hong Kong Monetary Authority to provide *Octopus* service and the *Octopus* O! ePay Service to you. We provide our services with reasonable care, skills and diligence. In the unlikely event that we exit our business operations, including cases of our insolvency or suspension or revocation of our stored value facility licence, we will follow our business exit plan and directions (if any) of the Hong Kong Monetary Authority.

16. Personal Information Collection Statement relating to you (this "Notice") in accordance with the Personal Data (Privacy) Ordinance (the "Ordinance")

- 16.1** The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from time to time ("**Data**"). The Data shall include transactional records (meaning the transaction data which we receive (a) from our *Octopus* readers and/or from other channels in respect of the use of your *Octopus* and (b) during the operation of the *Octopus* O! ePay Service and/or from other channels in respect of the use of your O! ePay Account) to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance. This Data is to enable us to provide the *Octopus* and *Octopus* O! ePay Service and other related services to you. Further information is set out in our "Privacy Policy" located at

www.octopus.com.hk and this Notice is the basis upon which we collect, hold, process and use the Data.

- 16.2** If you do not provide your personal data to us, we may be unable to provide you with some of our services you request, including without limitation Personalised *Octopus* service, Automatic Add Value Service, lost *Octopus* Service, *Octopus* O! ePay Service, application for cancellation of use of *Octopus* in your *Octopus Mobile SIM*, application for cancellation of your O! ePay Account, application for cancellation of your *Smart Octopus* or transaction records enquiry.
- 16.3** Purpose: You agree that your Data may be used by us for:
- (a) processing an application for our services offered to you from time to time;
 - (b) conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
 - (c) management, operation and maintenance of the *Octopus* payment system, the *Octopus* O! ePay Service and Card Funds, including audit, and exercising our and your rights under these Conditions of Issue;
 - (d) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - (e) communication by us to you;
 - (f) investigation of complaints or suspected suspicious transactions (whether in relation to an *Octopus* or a *Cross Border Octopus* or otherwise), and research for service improvement;
 - (g) prevention or detection of crime; and
 - (h) disclosure as required by law, rules, regulations, codes or guidelines.
- 16.4** Transfer: Your Data will be kept confidential by us, but you agree that for the purposes set out in Condition 16.3, we may transfer or disclose such Data to the following parties within Hong Kong (except that the parties set out in Conditions 16.4(a), (b), (c) and (d) and owners or service providers of Client Funds Company in (f) below may be located outside Hong Kong):
- (a) issuers of *Bank Co-Brand Octopus* and participating banks and financial services companies for Automatic Add Value Service which owe a duty of confidentiality to us and with which you have selected to register;
 - (b) Card Association, Card Association Merchant and/or their respective agents or contractors in relation to O! Pay Payment Card;
 - (c) Third Party Operator(s) under a duty of confidentiality to us;
 - (d) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers, debt collection agencies (in the event you owe us any money), courier, gift redemption centres or data entry companies);
 - (e) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us;
 - (f) Client Funds Company, its owners and its third party service provider involved in (i) ensuring that Card Funds are handled in accordance with these Conditions of Issue and PSSVFO, and (ii) managing Card Funds in case of our insolvency;
 - (g) Friend(s) as selected by you; and
 - (h) any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries and/or affiliates are under a binding obligation to satisfy a legally enforceable demand for disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.
- 16.5** Access: You have the right to:
- (a) check whether we hold your Data and to have access to that Data;
 - (b) require us to correct any Data which is inaccurate; and
 - (c) ascertain our policies and practices in relation to the Data and to be informed of the kind of Data held by us.
- 16.6** We will charge you a reasonable fee ("**Data Access Fee**") for complying with any request for access to your Data.
- 16.7** Any Data access request should be made in writing to:
- The Data Protection Officer
 Octopus Cards Limited
 46/F, Manhattan Place
 23 Wang Tai Road
 Kowloon Bay
 Kowloon
 Hong Kong
 Email: dpo@octopus.com.hk
- 16.8** Nothing in this Notice shall limit your rights under the Ordinance.

17. Transaction Records

- 17.1** You may enquire about your transaction records in relation to your *Octopus*, including Float balance of your *Octopus*, date and time and amount spent with your *Octopus* up to such number of most recent transactions and through such channel(s) as we may announce from time to time. For *Octopus* O! ePay Service, we will provide you with monthly statement about your transaction records in relation to your O! ePay Account and you may request for printed copies of such monthly statement up to such period of time as we may announce from time to time. You must keep yourself promptly informed of all transactions relating to your O! ePay Account, which will involve examining each monthly statement issued by us in respect of your O! ePay Account

and notify us of any transaction discrepancies within the specified time period as we may notify you from time to time. We will provide you with the requested information, including printed copies of the monthly statement in respect of your O! ePay Account, within a reasonable time and we will charge a reasonable fee ("**Transaction Records Access Fee**") for this service.

17.2 The transaction records of your *Octopus* and your O! ePay Account will be safely kept by us. Transaction records mean all the transaction data which we receive (a) from our system *Octopus* readers and/or from other channels in respect of the use of your *Octopus*, and (b) during the operation of the *Octopus* O! ePay Service and/or from other channels in respect of your use of the *Octopus* O! ePay Service. Save as provided in Condition 17.1 above, we will only disclose any of your transaction records to:

- (a) the relevant Service Providers or Authorised Mobile Payment Service Provider, Card Associations and Card Association Merchant relating to the use of your *Octopus*, or Authorised Partners in respect of your O! ePay Account which are under a duty of confidentiality to us;
- (b) satisfy a search warrant or an order by a competent court of law or a relevant regulatory body that we are required to comply with;
- (c) any other parties which are under a duty of confidentiality to us, in order for us to maintain the normal managements, operation and maintenance of the *Octopus* payment system or the *Octopus* O! ePay Service;
- (d) any agents, contractors or third party service providers which are under a duty of confidentiality to us and which provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business;
- (e) Client Funds Company which is under a duty of confidentiality to us, in order for the Client Funds Company to (i) ensure that Card Funds are handled in accordance with these Conditions of Issue and PSSVFO, and (ii) manage Card Funds in case of our insolvency; or
- (f) any other person under a duty of confidentiality to us including our subsidiaries, our affiliates or our business partners for the purposes outlined in Condition 16.

18. New Services

We may provide you with new services associated with your *Octopus* and/or the *Octopus* O! ePay Service from time to time, and these new services will be governed by the terms and conditions herein or as amended from time to time for the respective services.

19. Fees and Charges

Our fees and charges are available on our website at www.octopus.com.hk or from our Authorised Distributors or Authorised Partners. For details, please refer to Schedule of Fees and Guidelines, which can be obtained from our website at www.octopus.com.hk. You are advised to check our latest fees and charges from time to time.

20. Changes in these Conditions of Issue

20.1 We may amend these Conditions of Issue by publishing a notice of the change(s) in one Chinese and one English language newspaper and/or on our website at www.octopus.com.hk if such change(s) affect(s) the fees and charges and the liabilities or obligations of existing customers.

20.2 The change(s) 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 in the newspapers and/or on our website at www.octopus.com.hk.

20.3 The change(s) will apply to you unless your *Octopus* is cancelled or your O! ePay Account is cancelled or terminated, as the case may be, before the change(s) take(s) effect.

20.4 A copy of the latest version of these Conditions of Issue will be available on our website at www.octopus.com.hk or from our designated Authorised Distributors and Authorised Partners upon request.

21. Rights of Third Parties

These Conditions of Issue shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of these Conditions of Issue which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving rise to or conferring on third parties contractual or other rights (including without limitation the Contracts (Rights of Third Parties) Ordinance) in connection with these Conditions of Issue is hereby expressly excluded. For the avoidance of doubt, nothing in these Conditions of Issue shall affect the rights of any permitted assignee or transferee of these Conditions of Issue.

22. Force Majeure

We shall not be in breach of these Conditions of Issue nor liable for delay in performing, or failure to perform, any of our obligations under these Conditions of Issue, if such delay or failure results from events, circumstances or causes beyond our reasonable control, including suspending or revocation of our licence under PSSVFO. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

23. Communication with us

23.1 Please contact us through such channels as we may announce from time to time for any question, complaint, request for support and notification of anomalies or incidents in relation to your use of *Octopus* and *Octopus* O! ePay Service. For *Octopus* O! ePay Service, unless stated otherwise, all communications issued by us under these Conditions of Issue shall be sent to you through the *Octopus* Mobile App or your mobile number registered for SMS (short messaging service) or other electronic means as we may notify you from time to time. We will communicate with you using our foregoing secure contact channels in this Condition 23 or our website at www.octopus.com.hk. Any message alleged to be sent on our behalf to you via any other means is not reliable.

23.2 To protect your interest, if a third party purports to contact us on your behalf, we may request that such third party should provide authorisation support and we may contact you directly for verification.

24. English Version Prevails

We have provided a Chinese language translation of these Conditions of Issue for reference. If there is any inconsistency between the English and Chinese versions, the English version shall prevail.

25. Governing Law and Jurisdiction

These Conditions of Issue shall be governed by the laws of Hong Kong. You and *Octopus* Cards Limited irrevocably agree that the courts in Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with these Conditions of Issue, its subject matter or formation.

