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 their services in respect of your O! ePay Account;

(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 the 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 licensed 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 keys;

(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 3.1(a));

(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 2A.1;

(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” means the “Payment Services and Systems and Stored Value Facilities Ordinance” published by us, Octopus Cards Limited, as amended from time to time, the latest version of which is available to you by referring to the “Schedule of Fees and Guidelines relating to the use of Octopus” published by us, Octopus Cards Limited, or on the Octopus website.

(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 of which is available to you by referring to the “Schedule of Fees and Guidelines relating to the use of Octopus” published by us, Octopus Cards Limited, or on the Octopus website.

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

2A.1 The Octopus O! ePay accounts and SVF Deposit are available in various 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 regulation of Card Accounts 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, or after the Commencement Date) on Card Accounts, if any, shall belong to us.

2A.4 In compliance with PSSVFO, upon receiving SVF Deposits (if applicable) and payment in accordance with these Conditions of Issue, and in case of 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 the sole 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 us and are responsible for the adequate regulation of Card Funds in accordance with PSSVFO.

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.5, 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 Issue;

(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) and (e) and are authorised to deduct or call for payment of such amounts on such dates as we shall reasonably decide. We shall administer the Card Funds for the purpose of ensuring that there will always be sufficient funds for redemption by you.

2A.8 We will take all reasonable organisational measures to minimise risks of loss or diminution of Card Funds through theft, fraud, misuse, underproportioning, negligence or poor administration.

2A.9 We shall ensure that the bank(s) and financial services company(ies) with which we maintain the Designated Bank Accounts shall have no rights in the Card Funds, 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 which licenses its payment system to us.

3. General

3.1 (a) We offer two types of Octopus:

(i) “On-Loan Octopus” which 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 of the SVF Deposit.

(ii) “Sold Octopus” which 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 a Sold Octopus.

3.2 We operate the Octopus payment system and the Octopus O! ePay Service and we are not liable for any default or error in the system and the service associated with the system, due to 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 to the Authorised Mobile Payment Service Provider, 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. 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 Octopus when you see the Octopus symbol at one of our Service Providers. The funds paid by you for adding value to the Octopus and to the Octopus O! ePay Account, whether received by us directly or our Authorised Partner, and the funds received by you through P2P Payments, 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. 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 Octopus O! ePay Service acceptance logos, whether online, at physical locations or otherwise. Please contact the Service Provider concerned if you think there is a problem with a payment using the Octopus O! ePay Service, or if 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.

3.4 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 payment functionality offered by that bank or financial services company concerned, you should not transfer the Octopus to any other person or allow them to use your Octopus.

3.5 An Authorised Mobile Payment 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 concerned if you think there is a problem with a payment using the Octopus O! ePay Service, or if 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 There may be fees, which can be charged by us, for services such as entry to premises, and may not make use of the payment functions of your Octopus.

3.7 Under normal circumstances, we will make reasonable efforts to ensure that the Octopus payment system is operational, but we make no representations, endorsements or warranties as to the availability, accessibility or functionality of the Octopus payment system.

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:

(a) 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); or
(b) a bank or financial services company authorised by us to issue you a Sold Octopus under a Bank Co-Brand Octopus (see Condition 3.2);
(c) a Third Party Operator, which may choose to provide you with a Cross Border Octopus;
(d) a Mobile Network Operator which offers you an Octopus Mobile SIM;
(e) 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, but 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 Sold 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 issuing bank or financial services company, inform you whether any of these services will be offered on your Octopus 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.

4.2 We, together with any Third Party Operator(s) may apply to the respective 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).

4.3 Where, in 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 agree to those additional terms and conditions before use. We do not accept any liability resulting from the terms and conditions issued by the financial services company concerned. The 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.

4.4 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. Each Cross Border Octopus 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 Third Party Operator(s) concerned. We will inform you whether your Cross Border Octopus consists of a Sold Octopus (as defined in Condition 3.1(a)), (iii), 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.

4.5 If the 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 mobile 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 concerned, inform you whether any of these services will be offered on your Octopus Mobile SIM.

4.6 We, together with any Authorised Mobile Payment Service Provider, may offer you a "Octopus Mobile App" ("Octopus App"). Octopus App is a software application which can be downloaded to a mobile device and which allows you to make payments using your Octopus via Octopus mobile payment system. Each Octopus App 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 Authorised Mobile Payment Service Provider concerned. An Octopus App 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 concerned, inform you whether any of these services will be offered on your Octopus Mobile App.

4.7 We, together with any Authorised Mobile Payment Service Provider, may offer you a "Octopus Mobile Service" ("Octopus Mobile Service")

(i) directly through the Authorised Mobile Payment App on mobile device(s) or through other channels as we may announce from time to time;

(ii) 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;

(iii) 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;

(iv) 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;
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 the Automatic Add Value Service for your On-Loan Octopus or your On-Loan Octopus. Each Automatic Add Value Service may have specific 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

You may apply for a network- or bank-owned stored value service ("Octopus O! ePay Service") which shall be subject to certain account and transaction limitations as we may notify to you from time to time. We may also offer the service described in Condition 4.1(f). You may apply for an O! ePay Account Service (as described in Condition 4.1(f)) 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 or in the case of your Smart Octopus, by presenting cash or other accepted payment to an Authorised Add Value Service Provider or in the case of your Cross Border Octopus, by presenting your O! ePay Account to us at our absolute discretion.

8A.1 To use the Octopus O! ePay Service, you will need to register for an O! ePay Account (see Condition 8A). You may apply for an O! ePay Account with us at any time through such channels and in such manner as we may announce from time to time. You may 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 a network- or bank-owned stored value service ("Octopus O! ePay Service") which shall be subject to certain account and transaction limitations as we may notify to you from time to time. We may also offer the service described in Condition 4.1(f). You may apply for an O! ePay Account Service (as described in Condition 4.1(f)) 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 or in the case of your Smart Octopus, by presenting cash or other accepted payment to an Authorised Add Value Service Provider or in the case of your Cross Border Octopus, by presenting your O! ePay Account to us at our absolute discretion.
(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 daily transaction limit and monthly transfer limit from Registered Octopus, which we may notify you from time to time.

8A.7 You can use your Octopus 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 and monthly transfer limit from Registered Octopus, which we may notify you from time to time.

8A.8 You can transfer fund from your Octopus O! ePay Account to pay 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 Octopus 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 Octopus O! ePay Payment Card, including 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 ("Cross Border Transaction Fee for Cross Border Transaction in Hong Kong dollar"), which we may notify you from time to time.

8A.9 In addition to Condition 8A.3, we may, at any time and without incurring any liability whatsoever, immediately suspend or terminate your Octopus 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 the Conditions of Issue;
(c) we are of the opinion that the integrity or security of the Octopus O! ePay Service will be jeopardised or compromised by use of your Octopus O! ePay Account, or if you have bought a Smart Octopus and your O! ePay Account or Smart Octopus is used in an improper manner or tampered with or if we have reasonable grounds to suspect behaviour which may adversely affect the 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 Octopus O! ePay Account 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 not use your Octopus O! ePay Account when you see the Octopus O! ePay 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 O! ePay Service.

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 Octopus O! ePay Account or in the use of the Octopus O! ePay Service. Tampering with or damage to Octopus may be a criminal offence. We shall not honour transactions or refund any Float or the SVF Deposits, if applicable, relating to tampering with your Octopus O! ePay Service or interference with your O! ePay Account. We will have the right to recover reasonable 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 O! ePay Service.

9.5 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 which may adversely affect the proper and secure use of your O! ePay Account.

9.6 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! Pay 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, or if you, will be at your own risk. We shall not be responsible for any damage or loss caused as a result of your inappropriate or unauthorised use of your Octopus Smart Octopus and/or your O! ePay Account.

11. Malfunction

If your Octopus malfunctions due to no fault of yours and you have not damaged or tampered with your Octopus and/or your O! Pay Account:

(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 Service Providers. We or an Authorised Service Provider shall have the right to inspect your Octopus and, if necessary, your Octopus O! Pay Account without prior notice and, if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing law, we may arrange from time to time, to use our online application 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 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 for the refund of an amount that has been debited from your Octopus O! Pay Account or Octopus O! Pay Account owned by you or in respect of a transfer from your Octopus O! Pay Account for any illegal purposes.

(b) you have the right to use your Octopus O! Pay Account for any legal purposes.

(c) in case you hold a Contactless Octopus, you should contact the issuing bank or financial services company which, under normal circumstances, will issue you with a replacement Contactless Octopus. In the event of a replacement of your Octopus O! Pay Account, your Octopus O! Pay Account cannot be re-activated subsequently.

(c) if you have obtained an On-Loan Octopus from any other third party as described in Condition 4.1(e), you should contact that third party;

(f) 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 use of your Smart Octopus, and we shall arrange a refund of the Float, if any, stored on such Octopus for the refund of an amount that has been debited from your Octopus O! Pay Account or Octopus O! Pay Account owned by you or in respect of a transfer from your Octopus O! Pay Account for any illegal purposes. In the event of a replacement of your Octopus O! Pay Account, your Octopus O! Pay Account cannot be re-activated subsequently.

9. You should take good care of your Octopus O! Pay Account and have proper and secure use of your O! Pay 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 Octopus O! Pay Account to us if it is damaged or altered through delamination, bending, cutting, breaking,
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 the O! ePay Account has been issued to 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 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 or such specified period(s) of time as determined and announced by us from time to time.
12.4 You or the issuing bank or financial services company may request for cancellation of your Octopus if you fail to meet the requirements 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 of your Octopus, if applicable, we will refund to you the SVF Deposit and the Float therein. However, we will not refund the cost, if any, of your On-Loan Octopus and, for any period in which the cost or any fees, if any, of your Octopus Mobile SIM has been deducted from the Float, if any, of your O! ePay Account or used your O! ePay Account for any payment transaction for such specified period(s) of time as determined and announced by us from time to time or such specified period(s) of time as determined and announced by us from time to time or such specified period(s) of time as determined and announced by us from time to time. We will charge you a reasonable administrative fee for the re-activation ("Reactivation Fee").
13. Inactive Octopus and O! ePay Account
13.1 Deactivation of your inactive Octopus and O! ePay Account
(a) if 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 wish 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
(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 of your inactive Octopus are fully depleted, in which case we shall cancel your On-Loan Octopus and your On-Loan Octopus cannot be re-activated subsequently.
13.3 Administrative fee on your inactive Octopus
(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;
(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 O! ePay Account
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, we will charge you an administrative fee ("Inactive Octopus Administrative Fee") on your inactive Smart Octopus for each inactive Smart Octopus 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 Smart Octopus is re-activated;
(b) until you cancel your Smart Octopus as described in Condition 11(g); 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.
13.5 For the purpose of Condition 13.4:
(a) the first inactive 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 periods means successive 2-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, the Personalised Octopus Service 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 your 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 shall present your Personalised Octopus in person. 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 Fines and Guidelines for registration of your Octopus. 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, unless we announce otherwise.

15. Lost Octopus Service

15.1 If you are the holder of a Personalised Octopus or user of the Automatic Add Value Service, O! ePay Service, or Octopus O! ePay Service, this lost Octopus service may not apply to our other services unless it is clearly stated in the terms and conditions of use of such other services.

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 Fines and Guidelines for registration of your Octopus. 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, unless we announce otherwise.

15.3 The lost Octopus service described in Condition 15.2 will protect you from the loss of the Octopus and any value added through the Automatic Add Value Service on your Octopus after the expiry of the Lost Octopus Notification Period. You may, at your request, have an Octopus to be refunded to you immediately if your Octopus is lost or stolen and an Octopus with a value equal to the Octopus O! ePay Account as recorded in our system at the end of the Lost Octopus Notification Period.

15.4 We will refund you the Octopus O! ePay Account, 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 refund of the Float, which fee (a) will be deducted from the refund of the Octopus O! ePay Account on your Octopus, if any, or (b) may be payable by you.

15.5 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.

15.6 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.

15.7 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 Octopus 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 (the “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 our 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, Octopus Service, Octopus O! ePay Service, application for cancellation of use of Octopus in your Octopus Mobile SIM, application for cancellation of use of your Octopus 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) managing risk 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) communicating with you;

(f) investigation of complaints or suspected suspicious transactions (whether in relation to an Octopus or a Cross Border Octopus or in relation to your Octopus O! ePay Account); and

(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 described 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 service providers 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 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 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 of 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 Octopus 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 Octopus 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 Octopus ePay Service and/or from other channels in respect of your use of the Octopus Octopus 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 Octopus 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 Octopus 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 Octopus 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 Octopus 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 to time for any question, complaint, request for support and notification of anomalies or incidents in relation to your use of Octopus and Octopus ePay Service. For Octopus Octopus ePay Service, unless stated otherwise, all communications issued by us under these Conditions of Issue shall be sent to you through the Octopus 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 Prevals
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.