Conditions of Issue of Octopus

(Effective from 14 October 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 14 October 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 Of ePay Service. By using Octopus and/or Octopus Of 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 solution provider that we have authorised to offer Octopus Mobile App, Octopus Mobile SIM and/or Octopus O! ePay Service;

(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 to us and/or to you;

(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” means a payment system operated by 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 a 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 Interbank Clearing Limited 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 Octopus Account, if applicable, and theFloat, if any, of your Smart Octopus;

(q) “Friend” means another Octopus ePay Account Holder who has established a linkage between his/her Octopus ePay Account and your Octopus 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 telecommunications services in Hong Kong that we have authorised to offer Octopus;

(t) “Mobile Device” means any eligible mobile or wearable telecommunications device or any other device as we may announce from time to time;

(u) “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;

(v) “Octopus O! ePay Account” means a network-based stored value account applied to 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 9A.1);

(w) “Octopus O! ePay Account Holder” means a holder of the Octopus O! ePay Account;

(x) “Octopus Mobile App” means mobile applications developed and operated by us for Octopus services and/or the Octopus O! ePay Service;

(y) “Octopus Of ePay Service” shall have the meaning ascribed to it in Condition 9A;

(z) “P2P Payment” means person-to-person payment from one Octopus Of ePay Account to another Octopus Of ePay Account (including his/her Friend’s Octopus Of ePay Account);

(aa) “PSSVFO” shall have the meaning ascribed to it in Condition 2A.1; and

(bb) “Register” shall mean Octopus Cards Limited, as amended from time to time, the latest versions of which can be found on our website at www.octopuscards.com.hk.

(cc) “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 versions of which can be found on our website at www.octopuscards.com.hk.

(dd) “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 health care, clothing, shoes, stationery, household and gifts, accessories shops, shopping malls, wearing apparel, telecommunications, entertainment / recreation / sports facilities providers or merchants who may offer their services when you present your Octopus, 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 SVF Deposit or the Octopus O! ePay Service clearly;

(ee) “SVF Deposit” shall have the meaning ascribed to it in Condition 5.1; and

(ff) “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 Cross Border 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 If you are an Octopus O! ePay Account Holder, and have a stored value facility under the Payment Systems and Stored Value Facilities Ordinance (“PSSVFO”), you may apply for an Octopus O! ePay Account. Once your application is approved by us in accordance with the conditions specified in Condition 8A, Octopus O! ePay Account will be added to the SVF Deposit in your Octopus O! ePay Account. Any amounts as are required to meet payments and other transactions made by holders of Octopus O! ePay Accounts and Octopus O! ePay Account Holders, including without limitation payments under Condition 3.3, shall be deducted from Octopus O! ePay Accounts.

2A.2 As the licensee of the stored value facility licence granted under PSSVFO, we, Octopus Cards Limited, are responsible for the adequate management of the SVF Deposit. We will ensure that the SVF Deposit is held and dealt with in accordance with the relevant rules and regulations under PSSVFO.

2A.3 The Float and the SVF Deposit, if applicable, do not accrue interest or profits. Any interest accrued and other returns generated (whether before, during 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 Octopus 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 Octopus ePay Accounts 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 (s) in Hong Kong or in any other territory which we may in our absolute discretion determine in accordance with PSSVFO. We shall further maintain separate Designated Bank Accounts for and on behalf of Octopus O! ePay Accounts held by us as at the Commencement Date in the relevant Designated Bank Accounts.

2A.5 We shall further maintain separate Designated Bank Accounts for and on behalf of Octopus O! ePay Accounts held by us as at the Commencement Date in the relevant Designated Bank Accounts.

2A.6 Subject to Conditions of Issue we will administer the Card Funds on behalf of Card Funds holders, including without limitation payments under Condition 3.3, 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 Octopus 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; and (e) any Card Funds forfeited in accordance with Condition 15.2. 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 they will always be sufficient funds for you to pay for.

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 will ensure that the Authorised Mobile Payment Service Provider(s) 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:

(i) "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.

(ii) "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.

(b) A bank or financial services company authorised by us may offer you a "Bank Co-Brand Octopus".

(c) a Third Party Operator, which may choose to provide you with a Cross Border Octopus ("Cross Border Octopus"). This is a card or product issued by the bank or financial services company concerned. A Cross Border Octopus may be offered by or without an Authorised Distributor or Authorised Partnership issued by that bank or financial services company with banking and/or payment functionality offered by that bank or financial services company incorporating some or all of the stored value system, 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 accept that are acceptable and carefully read, and you will 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 by or without an Authorised Distributor or Authorised Partnership.

(d) We, together with any Authorised Mobile Payment Service Provider, inform you whether any of these 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.

(e) 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, 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) and/or the Bank Co-Brand Octopus.(as defined in Condition 3.1(a), (b), and whether any of these services will be offered on your Bank Co-Brand Octopus. In case you want to use a 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.

(f) 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 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 (as defined in 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 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 within a timely manner according to these Conditions of Issue. 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 acceptance logo. The condition of your Service Provider concerned. A Sold Octopus is an Octopus issued:

3.4 Some Service Providers 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 Service Provider concerned. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company with banking and/or payment functionality offered by that bank or financial services company concerned. A Cross Border Octopus may be offered by or without an Authorised Distributor or Authorised Partnership.

3.5 If you discover any discrepancies in the usage of your Octopus or your O! ePay Account, whether received by us directly or our Authorised Partner, and the funds received by you through P2P Octopus O! ePay Service from Registered Octopus will be credited to your O! eAccount 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 use at certain goes to the Octopus O! ePay Service acceptance logo. If you discover any discrepancies in the usage of your Octopus or your O! ePay Account, whether received by us directly or our Authorised Partner, and the funds received by you through P2P Octopus O! ePay Service from a third party under Condition 12.2, you may return your Octopus for a refund.

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 are entirely at your own risk. 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.

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. Subject to Condition 12.2, you may return your Octopus to us, our Authorised Distributor or Authorised Service Centre. You are not required to pay a SVF Deposit for.

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 obtain our Octopus service, (i) to 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);

(b) a bank or financial services company authorised by us to issue you with a Bank Co-Brand Octopus;

(c) a Third Party Operator, which may choose to provide you with a Cross Border Octopus!

(d) a Mobile Network Operator which offers you with 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 and you will have bought that Sold Octopus 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 Octopus Condition 8)); or (g) an Authorised Mobile Payment Service Provider which offers you with a Smart Octopus.

4.2 We do not offer: (a) Sold Octopus (as described in Conditions 4.1(a), 4.1(e) or 4.1(f)); (b) Bank Co-Brand Octopus (as described in Condition 4.1(b)); (c) Cross Border Octopus (as described in Condition 4.1(c)); (d) Octopus Mobile SF (as described in Condition 4.1(d)); and (e) Smart Octopus (as described in Condition 4.1(g)); but we will retain the right to manage the software and data loaded on your Octopus through our option and sole discretion.

4.3 All On-Loan Octopus will remain our property and we will 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:
(a) 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);
(b) which has not been damaged or tampered with; and
(c) 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 result is a non-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 from failed Octopus payment may be deducted from 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. You must have an O! ePay Account to use the Octopus O! ePay Service (see Condition 8). You are entitled to register and use an O! ePay Account, but we will not offer you a discount to add value to your Octopus or your O! ePay Account.

4.7 If you suspect that your Octopus or your O! ePay Account has been used for unauthorised transactions, please 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.

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 where 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

5.1 If we issue an On-Loan Octopus to you, the Authorised Distributor will collect a deposit which will 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 on which you are liable for the deposit, 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.

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 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 will need to add value to your Octopus 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. You will be able to use the Octopus O! ePay Service, you will need to add value to your Octopus 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. In order to be able to use the Octopus O! ePay Service, you will need to add value to your Octopus 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.

6.2 A genuine Authorised Add Value Service Provider or Authorised Partner will 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 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 the Octopus O! ePay Service separately for 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 conditions which you should read carefully, and you should confirm that you agree to those 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 through one of these Authorised Partners, in which case we may separately accept for one of such Authorised Partners. Octopus O! ePay Service offered by us in association with any Authorised Partner, in which case we may separately accept for one of such Authorised Partners. Octopus O! ePay Service offered by us in association with any Authorised Partner, in which case we may separately accept for one of such Authorised Partners. Octopus O! ePay Service offered by us in association with any Authorised Partner, in which case we may separately accept for one of such Authorised Partners. Octopus O! ePay Service offered by us in association with any Authorised Partner, in which case we may separately accept for one of such Authorised Partners. Octopus O! ePay Service offered by us in association with any Authorised Partner, in which case we may separately accept for one of such Authorised Partners.
In addition to Condition 8A.3, we may, at any time and without incurring (b) you have committed or you are about to commit a breach of any of (c) we are of the opinion that the integrity or security of the Octopus

You should notify us immediately if your Octopus Account has been compromised in any way. You may also contact us if the Octopus logo on your 8A.7

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 payment service logo. You must not tamper with the Octopus or electronic devices the functions of which have been affected in connection with the Octopus

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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 sustain or incur as a result of your altering or exploitation or interference of your Octopus Account. We will ask you to co-operate with us and, if appropriate, the police, in any investigation in respect of your Octopus Account if it is being interfered, or allowing a third party to alter or interfere, with the data on your Octopus

Nothing in these Conditions of Issue shall exclude or restrict our liability for anything you do, it will be at your own risk. We shall not be responsible for any damage to the Octopus or electronic devices the functions of which have been affected in connection with the Octopus

You shall take good care of your Octopus Account with reasonable security precautions to ensure your Octopus Account is not damaged or altered through delamination, bending, cutting, breaking, graffiti or attachment of materials and/or objects on the Octopus by any means.

You must not use, or allow anyone to use, your Octopus and/or your Octopus Account for any illegal purposes.

You should only present your Octopus Account for any illegal purposes.

You should not carry more than one Octopus or an Octopus with another contactless payment service logo. You should only present your

If your Octopus Account is lost or damaged, 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 Octopus Account if it is being interfered, or allowing a third party to alter or interfere, with the data on your Octopus

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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 sustain or incur as a result of your altering or exploitation or interference of your Octopus Account.

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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 sustain or incur as a result of your altering or exploitation or interference of your Octopus Account.

You 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.

We can add value to your Octopus 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. We will charge you a reasonable fee for P2P Payment ("P2P Payment Fee").

You can transfer fund between your Octopus Account and Registered Octopus and/or provision of add value service to your Octopus Account through other channels as we may announce from time to time. Fund transfer between your Octopus Account and Registered Octopus and/or provision of add value service to your Octopus Account through other channels as we may announce from time to time. You can use the Float in your Octopus 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 which, shall be subject to certain limitations, including without limitation daily transaction limit, annual transaction limit, monthly fund transfer limit from Registered Octopus and monthly fund transfer limit from Smart Octopus as we may announce from time to time. We will charge you a reasonable fee for making payment with Octopus Payment Card, including without limitation, transaction fee and payment transaction in currencies other than Hong Kong dollar ("Transaction Fee for Cross Border Transaction in (Hong Kong dollar)").

We will offer you with a replacement Octopus Account if it is lost or damaged, 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 Octopus Account if it is being interfered, or allowing a third party to alter or interfere, with the data on your Octopus

You shall only present your Octopus Account for any illegal purposes.

You must not tamper with the Octopus or electronic devices the functions of which have been affected in connection with the Octopus

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 sustain or incur as a result of your altering or exploitation or interference of your Octopus Account.

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You must not tamper with the Octopus or electronic devices the functions of which have been affected in connection with the Octopus

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 sustain or incur as a result of your altering or exploitation or interference of your Octopus Account.
(g) if you have been issued with a Smart Octopus and, if applicable, 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 for a refund of the SVF Deposit, if applicable, and the Float therein, if any. Refund of the SVF Deposit, if applicable, and the Float in your Smart Octopus shall be subject to certain limitations, including without limitation annual refund limit per Mobile Device, as we may notify you from time to time.

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 apply for cancellation of your O! ePay Account at any time:

(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. Where you return your Mobile SIM for a refund, the SVF Deposit, 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 handling fee (dependently on how long we have lent you that Octopus) ("Handling Fee") to cover the costs incurred by us, if applicable;

(ii) any outstanding payment from the Automatic Add Value Service;

(iii) the cost of repairing any damage to your On-Loan Octopus, if applicable;

(iv) 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 amounts included in the 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 of this Condition 12. In the event 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 a Sold Octopus in your 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 Administrative Fee. 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 been issued with a Smart Octopus and, if applicable, 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) a handling fee (dependently on how long we have been issued with that Smart Octopus) ("Handling Fee for Smart Octopus") to cover the costs incurred by us;

(iii) any outstanding payment from the Automatic Add Value Service;

(iv) the Inactive Smart Octopus Administrative Fee as described in Condition 13.4, if applicable;

(v) 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 or any fees associated with your Smart Octopus if you cancel the use of your Smart Octopus. If you cancel the use of your Smart Octopus we cannot be re-activated subsequently. Refund of the SVF Deposit, if applicable, and the Float in your Smart Octopus shall be subject to certain limitations, including without limitation annual refund limit per Mobile Device, as we may notify you from time to time.

12.7 You may apply for cancellation of your O! ePay Account at any time through such channel in such manner and in such form as we may 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 the 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 any payment transaction using your O! ePay) if you are unable to pay the cost or any fees associated with your O! ePay Payment Card, or in case we shall cancel your Octopus for any payment transaction 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").

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 postpone or fail to use your Octopus for a period we will 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 do not use your O! ePay Account 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 deactivate your O! ePay Account. If you want to re-activate your O! ePay Account subsequently, we will charge you a reasonable fee for the re-activation.

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 On-Loan Adult Octopus, and you have not added any value to your O! ePay Account for any payment transaction for a 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. The Inactive Administrative Fee shall be deducted from the Float, if any, and the SVF Deposit of your inactive Octopus:

(i) in respect of each inactive On-Loan Octopus; or

(ii) until you return your Octopus as described in Condition 12.2(b); or

(iii) 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 Smart Octopus period means the period of time after the first Smart Octopus period.

(b) The first inactive Smart Octopus period is the period 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 any 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 12.2;

(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 after the first Smart Octopus period.

(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 details will be stored in an 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 is lost or stolen. 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.
14.5 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, the 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 Flat 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 apply to our other services unless it is clearly stated in the terms and conditions of that service.
15.2 If you have 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 Flat 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 relating to the 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 Flat, if any, on your Octopus that has been recorded as lost or unauthorised by 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 Flat on your Octopus, if any, (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 Flat on your Octopus to be refunded to you as described in Condition 12 or Condition 15 will be paid without interest. Any Flat in your O! ePay Account to be refunded to you as described in Condition 8A or Condition 12 will be paid without interest. Any Float in your O! ePay Account to be refunded to you as described in Condition 12 or Condition 15 will be paid without interest.
15A.2 Any refund of the SVF Deposits and/or Flat on your Octopus or Flat on your O! ePay Account which remain uncollected for a period announced by us from time to time (“Fees and Guidelines”) will be forfeited after a specified period of time. We shall be entitled to such SVF Deposits and Flat 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, including without limitation any shortfall or error in the amount of such refund.
15A.4 In determining the SVF Deposits and/or the Flat 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 Flat except for any manifest error on our part.
15A.5 We are licensed by the Hong Kong Monetary Authority to provide Octopus service and may provide your Octopus service in accordance with 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. Your personal data will be stored in an 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.
16.2 We may 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) providing 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 our relationship with you when you are an Authorized Service Provider to us;
(d) providing products and services which may be of interest to you from time to time (”Services”);
(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 fraud or other illegal activities;
(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 this Notice, 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), (d) and (e) of this Notice will be notified to you by relevant issuing bank or financial services company) 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.octopuscard.com.
16.5 Access: You have the right to:
(a) request access to any information held by us about you;
(b) request correction of data about you, where such data is found to be incorrect;
(c) request that we cease processing any data about you;
(d) object to any processing of data about you;
(e) request us to stop processing data about you to the extent that those records are “personal data” under section 2(1) of the Ordinance.
16.6 We will change 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 of Octopus Cards Limited 46/F, Manhattan Place 23 Wanchai Tai Road Kowloon Bay Kowloon Hong Kong Email: dpo@octopuscard.com
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, which will involve examining each 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 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 Account. 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 Providers, 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 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;

(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, telecommunication, 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 (ii) 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 the 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 determine from time to time. If you use your O! ePay Account or Octopus O! ePay Service, you are advised to check our latest fees and charges from time to time. 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 determine from time to time.

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.
Conditions of Issue of Octopus (Effective from 1 October 2020)

1. Conditions of Issue

These Conditions of Issue of Octopus (these “Conditions of Issue”) are effective from 1 October 2020 (save that Condition 16 shall become effective from 8 October 2020) (“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 shall 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 Service Provider” is a mobile application 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 FSS Participant that we have authorised to offer their services in respect of your Octopus eAccount;

(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 Client Funds in accordance with these Conditions of Issue and PSSVF0;

(k) “Converted Octopus” means selective Octopus that can be converted from Octopus to a corporate or that 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) “Cross Border Octopus” means a designated merchant or any Authorised Mobile Payment Service Provider to whom we offer the Cross Border Octopus;

(m) “FPS User Account” means the holder of the FPS User Account;

(n) “FPS User Account” means a registered account maintained with a FSS Participant by a FSS Participant;

(o) “FPS Participant” means a participant of FPS which may be a bank or financial services company or a licensed stored value facility licence grantee under PSSVF0 or a corporate entity as approved by the Hong Kong Monetary Authority and operated by the Hong Kong Interbank Clearing Limited to facilitate payments services and other related services amongst FSS Participants;

(p) “FPS User Account Holder” means the holder of the FPS User Account;

(q) “FSS Participant” means a participant of FPS with whom we offer the Cross Border 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;

(r) “Octopus O! ePay Account” means a network-based stored value account applied for by an Octopus O! ePay Account Holder with and approved by us in respect of the Octopus O! ePay Service, including without limitation, issuance with an Octopus O! ePay Payment Card (see Condition 8A.1);

(s) “Octopus Account Holder” means a holder of the Octopus Account;

(t) “Octopus Mobile App” means mobile applications developed and operated by us for Octopus services and/or the Octopus O! ePay Service;

(u) “Octopus O! ePay Service” shall have the meaning ascribed to it in Condition 2;

(v) “P2P Payment” means person-to-person payment from one Octopus O! ePay Account to another Octopus O! ePay Account (including his/her Friend's O! ePay Account); (w) “PSSVF0” shall have the meaning ascribed to it in Condition 2A.1;

(x) “Registered Octopus” means selective Octopus that can be registered for the purpose of making fund transfer with your Octopus O! ePay Account;

(y) “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;

(z) “Service Provider” means any transport operators, retailers (including without limitation supermarkets, convenience stores, restaurants and fast food shops, football clubs, e.g. medicines and cosmetics, books, newspapers, stationery and gifts, accessoires shops, shopping malls, wearing apparel, telecommunication, entertainment related enterprises, financial services companies, 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 these Service Providers should display the Octopus acceptance logo clearly;

(aa) “SVF Deposit” shall have the meaning ascribed to it in Condition 3.4, and;

(bb) “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 other FSS Participant.

3. Service Programs

3.1 As the licensee of the stored value facility licence granted under PSSVF0, we, Octopus Cards Limited, are responsible for the adequate protection of Card Funds in accordance with PSSVF0.

3.2 Octopus shall be responsible for the adequate protection of Card Funds in accordance with PSSVF0, other consideration;

3.3 These Conditions of Issue shall have the meaning ascribed to it in Condition 2A.1;

3.4 Octopus shall be responsible for the adequate protection of Card Funds in accordance with PSSVF0.

3.5 Octopus shall be responsible for the adequate protection of Card Funds in accordance with PSSVF0.

3.6 Octopus shall be responsible for the adequate protection of Card Funds in accordance with PSSVF0.

3.7 Octopus shall be responsible for the adequate protection of Card Funds in accordance with PSSVF0.

3.8 Octopus shall be responsible for the adequate protection of Card Funds in accordance with PSSVF0.

3.9 Octopus shall be responsible for the adequate protection of Card Funds in accordance with PSSVF0.

3.10 Octopus shall be responsible for the adequate protection of Card Funds in accordance with PSSVF0.
(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 15.2.

2.8 For the avoidance of doubt, we shall be entitled to be indemnified 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, 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: 

(i) “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 of the SVF Deposit. 

(ii) “Sold Octopus” is an Octopus which you can buy from our Authorised Distributors or receive from a third party under Conditions 3.7 and 3.8. You may return your Sold Octopus for a refund of the fee (“Octopus Issue Fee”) you paid for it. 

(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 on 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(s) and financial services company(ies) with which you can buy from our “Octopus” is an “On-Loan Octopus” or “Sold Octopus”.

(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 non-Octopus purse(s) 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 if your Cross Border Octopus consists of a Sold Octopus (as defined in Condition 3.1(a)(ii)), and whether any of these services will be issued on your Bank Co-Brand Octopus. In case you wish 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.

(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 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 on 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. Your 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.

3.2 We will 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 Octopus payment system, 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 in accordance with Issue 4.1. 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 the relevant merchant. The funds received by us in respect of your Float will be available 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 O! ePay Service 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 services that we provide to you for example, Personalised Octopus 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 or 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 adding value to your Octopus, you should agree to those additional terms and conditions before use. The Service Providers and/or the Authorised Partners and/or the Card Association Merchants are responsible for all aspects of the Octopus O! ePay Service or their goods/services or your use of the Octopus O! ePay Service, as the case may be.

3.7 In using the Octopus or our services, you should direct any enquiries relating to these matters to the relevant Service Provider, Authorised Partner or Card Association Merchant, as the case may be.

3.8 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 outside 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 availability, 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 Octopus O! ePay Service, or any Octopus O! ePay Service issues you. In this case, we will treat you as the owner of that Octopus O! ePay Service, as the new holder and our customer for the purpose of these Conditions of Issue. By using the Octopus, you agree to

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.

3.9 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.

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

4. Obtaining and Using your Octopus; Applying and Using your Octopus O! ePay Service

4.1 If you are a new holder 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); 

(b) a bank or financial services company authorised by us to issue you with a Bank Co-Brand Octopus; 

(c) a Third Party Operator which may choose to provide you with a Cross Border Octopus; 

(d) a Mobile Network Operator which offers you with 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 and, if you have bought that Sold Octopus, we will treat you as the existing holder of that Octopus. If you have bought a Sold Octopus, we will treat you as 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)).

4.2 We do not own (a) Sold Octopus (as described in Conditions 4.1(a), 4.1(e) or 4.1(f)); (b) Bank Co-Brand Octopus (as described in Condition 4.1(b)); (c) Cross Border Octopus (as described in Condition 4.1(c)); (d) Octopus Mobile SIM (as described in Condition 4.1(d)); and (e) 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: (a) 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); (b) which has not been damaged or tampered with; and (c) 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 (subject to the minimum amount, in multiples of an amount and/or any amount which we may from time to time) to cover the difference. If the Octopus you use has not been damaged or tampered with (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 for your Octopus you use for the purpose of 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 5).

4.7 If you suspect that your Octopus or your O! ePay Account has been used for unauthorised transactions, please immediately contact us (see Condition 23). We may require that you provide information (including personal data) to substantiate 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 evaluating the alleged unauthorised transactions and for providing the decision.

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 convenience 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 will 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 will be held 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 by us, in our absolute discretion, which we may from time to time change. 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 ("Mobile Payment App") 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 notify you from time to time of 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).

6.2 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 an Authorised Add Value Service Provider or 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 select Octopus. You may separately apply for Automatic Add Value Service from any of the 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 those 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 networked 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, where you may separately apply for such add Value Service from 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 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 relevant Card Association.

8A.2 To use the Octopus O! ePay Service, you will need to register for an O! ePay Account (see Condition 5).

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, your O! ePay Payment Card Balance, your O! ePay Payment Card and your O! ePay Account cannot be transferred to another O! ePay Account Holder ("Transfer") 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 daily transaction limit, daily transaction time, and monthly fund transfer limit from Registered Octopus and monthly fund transfer limit from Smart Octopus as Registered Octopus holder(s).

8A.6 You can transfer fund between your O! ePay Account and Registered Octopus or in respect of such type of O! ePay Account as specified by us, you can transfer fund through your O! ePay Account to Octopus (including Registered Octopus()) 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, in respect of such type of O! ePay Account as specified by us, fund transfer from your O! ePay Account to Octopus (including Registered Octopus) subject to certain limitations, including without limitation daily transaction limit, transaction time limit, monthly fund transfer limit from Registered Octopus and monthly fund transfer limit from Smart Octopus as Registered Octopus holder(s).

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. Each P2P Payment 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 Octopus O! ePay Service, we shall be entitled to, in addition to Conditions 8A.3 and 8A.9, if there are insufficient Float in your O! ePay Account, you can use the Float in your O! ePay Account to make payment for goods and services offered by Card Association Merchants, whether online, at physical locations 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 such 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” or “Cross Border Transaction Fee (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) held by your registered bank; 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 you 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 as 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 are about to violate any applicable laws or regulations;
(b) you have committed or are about to commit a breach of any of these 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 your 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, transfer the Float of your O! ePay Account (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 being tampered with or from unauthorised use. You should take good care of your O! ePay Account with reasonable security precautions to ensure protection 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 or any fraud due to your negligence or unauthorised use of your Octopus or your O! ePay Account, including 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 should not make use of your 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 make any attempt from time to time to manipulate 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 O! ePay Account, including without limitation, monthly fund transfer limit from Registered Octopus and monthly fund transfer limit from Smart Octopus as Registered Octopus holder(s), is a criminal offence. We shall not honour transactions or refund any Float or the SVF Deposits, if applicable, relating to tampering with or if we have reasonable grounds to suspect tampering with the Octopus or your O! ePay Account. Tampering with the data on your Octopus and/or your O! ePay Account.

9.5 You will ask us to co-operate with 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 laws. We will not be liable for any inappropriate or unauthorised use of your Octopus and/or your O! ePay Account.

9.6 We will not be liable for any inappropriate or unauthorised use of your Octopus and/or your O! ePay Account.

9.7 You should notify us immediately if your O! ePay Account has been compromised in any way. 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 laws. 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 laws. If it is lost or stolen or if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing laws.

9.8 We are not responsible for any personal injury and/or property loss or damage caused by your Octopus and/or your O! ePay Account.

9.9 We will not be responsible for any damage to the Octopus or the electronic devices the functions of which have been assigned to you. You should take good care of your Octopus and/or your O! ePay Account.

9.10 Proper Use of your Octopus and your O! ePay Account

9.11 Your Octopus and O! ePay Account must not be used for any illegal purposes. If you use your Octopus and O! ePay Account in a manner that we consider to be fraudulent or unauthorised, we will have the right to take appropriate action, including but not limited to, terminating your Octopus and O! ePay Account.

9.12 We will not be responsible for any damage to the Octopus or the electronic devices the functions of which have been assigned to you. You should take good care of your Octopus and/or your O! ePay Account.

9.13 We shall not be responsible for any damage to the Octopus or the electronic devices the functions of which have been assigned to you. You should take good care of your Octopus and/or your O! ePay Account.

9.14 If you have been issued with a Bank Co-Brand Octopus, you should contact the financial institution with which you hold your Co-Brand Octopus to determine any additional limitations and restrictions applicable to such Co-Brand Octopus. If you have been issued with a Bank Co-Brand Octopus, you should contact the financial institution with which you hold your Co-Brand Octopus to determine any additional limitations and restrictions applicable to such Co-Brand Octopus. If you have been issued with a Bank Co-Brand Octopus, you should contact the financial institution with which you hold your Co-Brand Octopus to determine any additional limitations and restrictions applicable to such Co-Brand Octopus.

9.15 We shall not be responsible for any damage to the Octopus or the electronic devices the functions of which have been assigned to you. You should take good care of your Octopus and/or your O! ePay Account.
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, if applicable, 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 to cancel your Smart Octopus (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. Refund of the SVF Deposit, if applicable, and the Float in your Smart Octopus shall be subject to certain limitations, including without limitation annual refund limit per Mobile Device, as we may notify you from time to time.

12. Return or Cancellation of your Octopus and Cancellation of your O! ePay Account
12.1 Condition 12 applies subject to Condition 5A.
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 Octopus we will charge you a reasonable administrative fee 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
(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 and 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 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 have not added value to your Octopus Mobile SIM and cannot be re-activated subsequently.
12.6A If you have been issued with a Smart Octopus, and, however, we will not refund the cost of or any fees associated with your O! ePay 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 all O! ePay Payment Card transactions) or your Services "Without Notice" 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 prevent your O! ePay Payment Card from use in the event that we believe it may be used by an unauthorised person. In such case, we will refund you the SVF Deposits, if applicable, and Float therein, if any.

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 in 12 consecutive months ("On-Loan Octopus"), we will offer you with a replacement Octopus and, if applicable, O! ePay Payment Card, if any. If you fail to add value to your Octopus within 12 months, we will offer you with a replacement Octopus and, if applicable, O! ePay Payment Card, if any. You should also contact the issuing bank or financial services company, subject to provisions of such cancellation, the Float therein, if any, will be refunded to you via the issuing bank or financial services company. Without the reasons, but we will take reasonable steps to minimise any inconvenience caused to you. You may be required to prevent your O! ePay Payment Card from use in the event that we believe it may be used by an unauthorised person. In such case, we will refund you the SVF Deposits, if applicable, and Float therein, if any. In case of any of the services provided pursuant to these Conditions of issue, we reserve the right to request information (including personal data). In case of any amount outstanding for Octopus services, refund to you any Float therein. However, we will not refund the cost, if any, to you. Upon cancellation of your O! ePay Account, your O! ePay Account Cancellation Fee shall be deducted from the Float, if any, and the SVF Deposit of your inactive Octopus:
(i) any negative Float on your Octopus;
(ii) any outstanding payment from the Automatic Add Value Service;
(iii) the Inactive Octopus Administrative Fee as described in Condition 13.2, if applicable;
(iv) any other amounts including fees outstanding for Octopus services.
13.1.2 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, On-Loan Adult 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 26 October 2012, the Octopus O! ePay Service (including 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 Octopus to be no longer in use, and we will deactivate your Octopus. If you want to re-activate your Octopus, 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 it to be no longer in use, and we will deactivate your O! ePay Account. If you want to re-activate your O! ePay Account subsequently, we will charge you a reasonable fee, "Administrative Fee on your inactive O! ePay Account."
13.2 If you hold a Smart Octopus (other than an "Elder" type of Smart Octopus, or if you are a Personalised Smart Octopus holder aged below 18, or if you are a Personalised Smart Octopus holder aged 60 or above) and have not added value to your Octopus or used your Octopus for any payment transaction for any specified period(s) of time and 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 any payment transaction for such specified period(s) of time as determined and announced by us from time to time.
13.3 For the purpose of Condition 13.2:
(a) the first inactive period means the later of:
(i) 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 (other than an "Elder" type of Smart Octopus, or if you are a Personalised Smart Octopus holder aged below 18, or if you are a Personalised Smart Octopus holder aged 60 or above) and have not added value to your Octopus or used your Octopus for any payment transaction for any 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 Smart Octopus for any specified period(s) of time as determined and announced by us from time to time. In case we shall cancel your Octopus and your 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 Octopus, whichever is later; or
(b) the specified period of time immediately after the Inactive Octopus Administrative Fee Effective Date.
13.6 Appointment of an O! ePay Account Holder aged below 18 or used your Smart Octopus for any payment transaction for such specified period(s) of time as determined and announced by us from time to time.
13.7 For the purpose of Condition 13.6:
(1) the period of time as specified by us after the Smart Octopus period means the period of time as specified by us after your last payment transaction using your Octopus, whichever is later; or
(2) the specified period of time immediately after the Inactive Octopus Administrative Fee Effective Date.
13.8 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 (each, an "inactive Smart Octopus period")
13.9 Maximum of 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 Smart Octopus:
(a) to cover the costs incurred by us;
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 charge a reasonable fee ("Personalisation Fee") for both producing and, if requested, handling the return of your Personalised Octopus.

14.2 If you apply to us in any manner that the Octopus 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 to you from time to time, shall 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 location(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 and personalise the 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 reactivated 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. If 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 a reasonable fee ("Lost Octopus Service Fee") to you for that period of time, which may need to carry out internal operational procedures to enable us:

(a) to better understand your characteristics and to provide other services better tailored to your needs (such as offering special promotions to you);
(b) to assist us in selecting products and services that are likely to be of interest to you; and
(c) to arrange marketing offers and benefits.

15.5 Purpose: You may object to use your personal data by us for:

(a) processing an application for the services offered to you from time to time;
(b) providing you with customer notifications and direct marketing materials as set out in Condition 16.3;
(c) conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
(d) management, operation and maintenance of the Octopus payment system, the Octopus O! ePay Service and Card Funds, including investigation of complaints or suspected suspicious transactions (whether in relation to an Octopus or a Cross Border Octopus or Octopus O! ePay Service, or Octopus Bank Co-Brand Octopus and its subsidiaries);
(e) investigating complaints or suspected suspicious transactions (whether in relation to an Octopus or a Cross Border Octopus or Octopus O! ePay Service, or Octopus Bank Co-Brand Octopus and its subsidiaries); and
(f) communication by us to you;
(g) investigation of complaints or suspected suspicious transactions (whether in relation to an Octopus or a Cross Border Octopus or Octopus O! ePay Service, or Octopus Bank Co-Brand Octopus and its subsidiaries); and
(h) prevention or detection of crime; and
(i) disclosure as required by law, rules, regulations, codes or guidelines.

15.6 Together: Your Data may be used by us for the purposes set out in Condition 16.5, we may transfer or disclose such Data to the following parties within Hong Kong (except that the parties set out in Conditions 16.6(a), (b), (c), (d) and (e) and owners or service providers of Client Fund other than in (g) below may be located outside Hong Kong):

(a) issuers of Bank Co-Brand Octopus and participating banks and financial institutions for Alternates Add Value Service, and to whom we 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 Octopus Bank Co-Brand Octopus; and
(c) Third Party Operator(s) under a duty of confidentiality to us;
(d) Authorised Mobile Payment Service Provider under a duty of confidentiality to us;
(e) 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);
(f) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us;
(g) Client Funds Company, its owners and its third party service provider involved in (j) ensuring that Card Funds are handled in accordance with these Conditions of Issue and PSSVFo, and (i) managing Card Funds in case of our insolvency;
(h) Friend(s) as selected by you; and
(i) 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.
For the avoidance of doubt, we will not transfer your personal data to any third party including our subsidiaries and/or our affiliates for use by such third party in direct marketing unless we have received your consent.

16. 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;
(c) ascertain our policies and practices in relation to the Data and to be informed of the kind of Data held by us; and
(d) request us not to use your Data for direct marketing purposes as described in Conditions 16.3 and 16.4, in which case we will cease to do so at no cost to you.

16.8 We will charge you a reasonable fee (“Data Access Fee”) for complying with any request for access to your Data.

16.9 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

16.10 Should you decide to receive direct marketing materials from us through specific channel(s) or all channels in the future, or if you want us to cease using any of your Data in direct marketing, you may contact us through such channel(s) as we may announce from time to time at no cost to you.

16.11 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 Balance on your Octopus, date and time and amount spent with your Octopus in relation to a 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 in respect of your transaction records relating to your Octopus 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 set out 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 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 and/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 Where any Conditions of Issue by publishing a notice of the changes(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 your 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 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 to our business or your O! ePay Account or any provision of these Conditions of Issue has been delayed or failed to be performed.

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 delay in performing 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 any changes to 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 delay in performing which performance of the obligation has been delayed or failed to be performed.

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 this bilingual 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 in 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.

Octopus Customer Service Hotline: 2266 2222
Octopus Cards Limited Licence Number: SVF0001