Conditions of Issue of Octopus
(Effective from 17 September 2018)

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 17 September 2018 (“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 these Conditions of Issue and PSSVFO.

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

2.3 There are a few terms we use in these Conditions of Issue which we should explain:
(a) “Authorised Add Value Service Provider” is a Service Provider, bank or financial services company that we have authorised to offer the service of adding value to your Octopus in return for cash or other consideration.
(b) “Authorised Distributor” is an entity that we have authorised to make available an Octopus to you;
(c) “Authorised Mobile Payment App” means the mobile applications operated by Authorised Mobile Payment Service Provider(s) to provide services in respect of your Smart Octopus;
(d) “Authorised Mobile Payment Service Provider” is a mobile payment service provider with whom we offer the 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 in respect of your O! ePay Account;
(f) “Authorised Service Centre” is an entity that we have authorised to service an Octopus on our behalf;
(g) “Card Funds” means the SVF Deposits and Float from time to time;
(h) “Client Funds Company” shall mean Octopus Cards Client Fund 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;
(i) “Converted Octopus” means selective Octopus that can be converted into a Smart Octopus and once converted, cannot be re-activated. Upon conversion, the SVF Deposit, if applicable, and the Float, if any, stored on such Octopus shall be added to the SVF Deposit and the Float, if any, of your Smart Octopus;
(j) “Float” shall mean the stored value remaining (1) on an Octopus, excluding SVF Deposit, and (2) in your O! ePay Account;
(k) “Friend” means another O! ePay Account Holder who has established a linkage between his/her O! ePay Account and your O! ePay Account for the purpose of performing P2P Payment;
(l) “FPS User Account Holder” means the holder of the FPS User Account;
(m) “FPS User Account” means a registered account maintained with a FPS Participant by a FPS User Account Holder;
(n) “FPS Participant” means a participant of FPS which may be a bank or financial services company or a licensee of the stored value facility under PSSVFO for a corporate entity as approved by the Hong Kong Interbank Clearing Limited;
(o) “FPS User Account” means a registered account maintained with a FPS Participant by a FPS User Account Holder;
(p) “Flexible Profile” means a profile of the Authorised Mobile Payment Service Provider 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 The Octopus and O! ePay Accounts are stored value facilities under the Payment Systems and Stored Value Facilities Ordinance (“PSSVFO”).
2A.2 The licences of the stored value facility under PSSVFO, we, Octopus Cards Limited, are responsible for the adequate protection of Card Funds in accordance with PSSVFO.
2A.3 The Float and the SVF Deposits, if applicable, do not accrue interest or profits. Any interest accrued and other returns generated (whether before, on or after the Commencement Date) on Card Funds, if any, shall belong to us.
2A.4 In compliance with PSSVFO, upon receiving SVF Deposits (if applicable) and payments representing the value you intend to add to your Octopus (in accordance with Condition 6.1) or your O! ePay Account (in accordance with Condition 8A), as the case may be, we shall deposit such payments directly into and shall maintain Card Funds respectively relating to Octopus and O! ePay Accounts to and in separate designated bank accounts (“Designated Bank Accounts”) which are specifically operated under our name and are held by a reputable licensed bank(s) and financial services company(ies) in Hong Kong and which are designated for solely holding Card Funds relating to Octopus and O! ePay Accounts respectively, and are maintained in the Designated Bank Accounts as a bare trustee for Client Funds Company Absolutely.
2A.5 We shall further maintain Card Funds respectively relating to Octopus and O! ePay Accounts held by us as at the Commencement Date in the relevant Designated Bank Accounts.
2A.6 Subject to Condition 2A.8, we will administer the Card Funds on behalf of Client Funds Company in accordance with these Conditions of Issue and are authorised to deliver the funds in accordance with PSSVFO.
2A.7 In particular, we shall deduct from Card Funds:
(a) such sums as are required to meet payments and other transactions made by holders of Octopus and O! ePay Account Holders, including without limitation payments under Condition 3.3;
(b) any refunds or other payments made or due in accordance with these Conditions of Issue;
(c) any interest accrued or other returns generated on Card Funds;
(d) fees and/or charges or amounts withheld by us in respect of the funds and/or charge or deduct in accordance with these Conditions of Issue; and
(e) any Card Funds forfeited in accordance with Condition 15A.2.

2A.8 We will administer the Card Funds for the purpose of ensuring that funds will always be held in accordance with these Conditions of Issue and will be available to us for our use on your behalf and for our use on your behalf.
2A.9 We shall take all reasonable organisational measures to minimise risks of loss or diminution of Card Funds through theft, fraud, misuse, misappropriation, negligence or other diligence.
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 2.2, 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 a separate agreement. You are not required to pay a SVF Deposit for buying a Sold Octopus but you may not return the Sold Octopus except in the case of malfunction of the Octopus as described in Condition 3.1 (a) (i) and (ii). We, the Authorised Partner will be liable for any centrally provided services using the Float where you see the Octopus acceptance logo at one of our Service Providers. The funds paid by you for adding value to the Float in your Octopus Account, whether returned by us directly or by the Authorised Partner are not a SVF Deposit for a Sold Octopus.

(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 incorporating our stored value facility which can be used for making payments via Octopus payment system. Each Bank Co-Brand Octopus may be offered with or without any of our additional services (for example, Personalised Octopus service (Condition 1.4), Automatic Add Value service (Condition 8), lost Octopus service (Condition 15)). We, the issuing bank or financial services company, inform you whether any of these services will be offered on your Bank Co-Brand Octopus. In case you want to return the Bank Co-Brand Octopus, you should return it to the issuing bank or financial services company and not to, our Authorised Distributors or any of our Authorised Partners.

(c) We, together with any Third Party Operator(s), may offer you a co-branded or co-named cross-border card or product (“Cross Border Octopus”), which consists of two or more electronic purses, one of which has our stored value facility which can be used for making payments via Octopus payment system, and the other electronic purse(s) provided and managed by such Third Party Operator(s). Separate additional terms and conditions from the Third Party Operator(s) may apply to the respective electronic purse(s). You should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Third Party Operator(s) concerned. We will inform you if your Cross Border Octopus consists of a Sold Octopus (as defined in Condition 3.1 (a) (i), (ii), and whether any of our services (for example, Personalised Octopus service (Condition 14), Automatic Add Value service (Condition 8), lost Octopus service (Condition 15)) will be offered on your Cross Border Octopus.

(d) A Mobile Network Operator authorised by us may offer you an “Octopus Mobile SIM”. This is a SIM card or product issued by that Mobile Network Operator with mobile telecommunication functionality offered by the Mobile Network Operator incorporating our stored value facility which can be used for making payments via Octopus payment system. Each Octopus Mobile SIM may have separate additional terms and conditions, which you should read carefully, and you should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Mobile Network Operator concerned. An Octopus Mobile SIM may be offered with or without any of our services (for example, Personalised Octopus service (Condition 14), Automatic Add Value service (Condition 8), lost Octopus service (Condition 15)). We will, through the Mobile Network Operator, inform you whether any of these services will be offered on your Octopus Mobile SIM.

(e) We, together with any Authorised Mobile Payment Service Provider, may offer you a “Smart Octopus” issued:

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

(ii) by way of converting a Converted Octopus through the Authorised Mobile Payment App on mobile device(s) or through other channels, which can be used for making payments via Octopus payment system. We will require you to pay a SVF Deposit and an issuance fee (“Octopus Issuance Fee”) for any of these services. The separate terms and conditions from the Authorised Mobile Payment Service Provider(s) may apply which you should read carefully, and you should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Authorised Mobile Payment Service Provider concerned. A Smart Octopus may be offered with or without any of our services for example, Personalised Octopus service (Condition 14), Automatic Add Value service (Condition 8), lost Octopus service (Condition 15). We will, through the Authorised Mobile Payment Service Provider, inform you whether any of these services will be offered on your Smart Octopus.

3.2 We operate the Octopus payment system and the Octopus O! ePay Service and will ensure that the system and the service are operated with reasonable care, skill and diligence. If you discover any discrepancies in the usage of your Octopus or your Octopus O! ePay Account, as the case may be, you should contact us (see Condition 2.3) as soon as possible.

The funds paid by you for adding value to the Float on your Octopus, whether received by us directly or our Authorised Add Value Service Provider, will be credited to your Octopus and made available for your use in a timely manner according to these Conditions of Issue. The Octopus payment system provides you, if you are a holder of a valid Octopus or our Authorised Add Value Service Provider, with the ability to use our additional services using the Float where you see the Octopus acceptance logo at one of our Service Providers. The funds paid by you for adding value to the Float in your Octopus Account, whether received by us directly or our Authorised Add Value Service Provider, do not 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 Third Party Operator(s) concerned. A Sold Octopus will be offered to you if the Authorised Partner does not accept your Octopus as payment for your goods/services or your use of the Octopus O! ePay Service, as the case may be.

3.3 The Service Providers and the Authorised Partner, as the case may be, are responsible for all aspects of the goods and/or services they provide to you. If in doubt, you should contact the Service Provider or the Authorised Partner directly. You should direct any enquiries relating to these matters to the relevant Service Provider or the Authorised Partner, as the case may be.

3.4 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, which are beyond our control. Under normal circumstances, we will make reasonable efforts to make available the Octopus O! ePay Service, but we make no representations or warranties as to the reliability, availability, title, suitability or any kind whatsoever. Further, we cannot guarantee that an Authorised Partner will be able to provide designated services in respect of your Octopus O! ePay Account as this depends on the Authorised Partner’s own system and operation as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. Subject to Condition 10.4, we shall not be responsible for any loss or damage whatsoever incurred directly or indirectly by you as a result of or in connection with your use of Octopus service and/or Octopus O! ePay Service.

3.5 We will charge a reasonable fee for any of the Octopus payment service, the Octopus O! ePay Service and/or any other services we provide to you. Any such fees will be published in the Schedule of Fees and Guidelines.

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

4.1 To use our service relating to Octopus, you will need to obtain a valid Octopus from:

(a) one of our Authorised Distributors which will ask you to either buy a Sold Octopus or pay a SVF Deposit for the On-Loan Octopus (see Condition 5.1);

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

(c) a Third Party Operator, which may choose to provide you with a Sold Octopus or other services we provide to you. Such fees will be published in the Schedule of Fees and Guidelines.

4.2 We do not own any:

(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(c));

(c) Cross Border Octopus (as described in Condition 4.1(c));

(d) Octopus Mobile SIM (as described in Condition 4.1(d));

(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.
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.

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-law(s) 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.

If there is a positive Float in your Octopus, but the Float is insufficient for an intended transaction, your Octopus may still be used for such transaction, provided that the resulting negative value (i.e., the combination of your Octopus debit and/or a maximum amount as determined and announced by us from time to time. The negative value feature on any Octopus is provided at our option and sole discretion which we will notify you from time to time. To use the Octopus O! ePay Service, you will need to register for an O! ePay Account (see Condition 8A).

If you suspect that your Octopus or your O! ePay Account has been used for unauthorised transactions, you must immediately notify us as provided by the terms of your Octopus O! ePay Account (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 the terms of 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 the amount involved in such unauthorised transactions. We will charge a fee ("Unauthorised Use Claim Fee") for providing this service. Our decision on the investigation is final.

To protect your interest, we will perform user authentication procedure before effecting any transaction in your Octopus O! ePay Account. In case you use your Octopus O! ePay Account or your Octopus and/or your O! ePay Account in circumstances as determined and announced by us from time to time, you will be liable to cover the cost of the Octopus O! ePay Account, the costs we incur in issuing you the Octopus, and the costs of maintaining the Octopus payment system for your use and for providing a negative value feature (if applicable).

5. Paying a SVF Deposit when we lend you an Octopus or when we issue a Smart Octopus to you

If you issue an Octopus to you, the Authorised Distributor will collect a deposit which shall be placed with us for enabling the Octopus to be used ("SVF Deposit") from you on our behalf, which we will hold as security for your obligations to us.

If we issue a Smart Octopus to you, we will collect the SVF Deposit from you, which we will hold as security for your Octopus.

The amount of the deposit we shall collect will be of such reasonable amount as determined and announced by us from time to time to cover the cost of the On-Loan Octopus, the costs we incur in issuing you the Octopus, the costs of maintaining the Octopus payment system for your use and for providing a negative value feature (if applicable).

6. Adding Value to your Octopus and your O! ePay Account

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 O! ePay Account by presenting cash or other accepted payment through the Authorised Mobile Payment App or if applicable, by way of the Octopus Automatic Add Value Service (see Condition 8) or by such other means as determined and announced by us from time to time. In order to be able to use the Octopus O! ePay Service, you may need to add value to your O! ePay Account by presenting cash or other accepted payment to an Authorised Partner or by such other means as determined and announced by us from time to time. We will charge you a reasonable fee for the provision of the add value services ("Add Value Service Fee"). Authorised Add Value Service Provider or Authorised Partner will not offer you a discount to add value to your Octopus or your O! ePay Account, as the case may be, unless as part of an official promotion authorised by us. You should not attempt to add value if you have any suspicion that the Authorised Add Value Service Provider or the Authorised Partner may not be genuine. We will not honour value that is added to your Octopus or your O! ePay Account by an unauthorised add value service provider or unauthorised partner or through unlawful means.

7. Maximum Amount of Stored Value

Your Octopus and your O! ePay Account can store up to a maximum amount ("Stored Value Limit") which we may notify you from time to time.

8. Octopus Automatic Add Value Service

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

8A. Octopus O! ePay Service

We offer a networked or 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 to Authorised Partners, which you may separately apply for through one of such Authorised Partners. Octopus O! ePay Service offered by us in association with Authorised Partners may have separate, additional terms and conditions which you should read carefully, and you should confirm that you agree to those additional terms and conditions before use. We do not accept any liability resulting from the terms and conditions issued by any such Authorised Partners.

8A.1 To use the Octopus O! ePay Service, you will need to register for an O! ePay Account as an O! ePay Account Holder through such channels and on such requirements as we may announce from time to time. As an O! ePay Account Holder, you warrant that (a) you have attained the minimum age requirement as we may announce from time to time, (b) you are a holder of valid identification document(s) as we may announce from time to time, (c) you have provided any information you provide, including your personal particulars, is accurate, complete and up-to-date, and (d) you will promptly update the information (including personal particulars) to likelihood that any information provided to us is accurate, complete and up-to-date. We will charge you a reasonable fee for the provision of the Octopus O! ePay Service ("O! ePay Account Fee").

8A.2 You understand that once you become an O! ePay Account Holder, your status (including your O! ePay Account name or display name) showing you as an O! ePay Account Holder ("Status") may, at your option, be hosted, shared and viewable by other O! ePay Account Holders (including Friends) through the Octopus O! ePay Service and/or your O! ePay Account has been linked to a mobile number registered under your O! ePay Account on their mobile devices. You further understand that any message, photo and/or other information ("Information") the property of any person from whom such Content is originated. By using the Octopus O! ePay Service, you shall be solely responsible for the upload, posting, dispatch, transmission, sharing or otherwise making available of the Content, whether in whole or in part, including Content that may infringe the copyright, patent, trademark, trade secret, privacy, publicity, moral rights or any other rights of third party.

8A.3 You warrant that you have the authority to grant the foregoing licence. You shall promptly update the Information (including personal particulars) to likelihood that any information provided to us is accurate, complete and up-to-date. We will charge you a reasonable fee for the provision of the Octopus O! ePay Service, you shall be solely responsible for the upload, posting, dispatch, transmission, sharing or otherwise making available of the Content, whether in whole or in part, including Content that may infringe the copyright, patent, trademark, trade secret, privacy, publicity, moral rights or any other rights of third party.

8A.4 You warrant that you have the authority to grant the foregoing licence. You shall promptly update the Information (including personal particulars) to likelihood that any information provided to us is accurate, complete and up-to-date. We will charge you a reasonable fee for the provision of the Octopus O! ePay Service, you shall be solely responsible for the upload, posting, dispatch, transmission, sharing or otherwise making available of the Content, whether in whole or in part, including Content that may infringe the copyright, patent, trademark, trade secret, privacy, publicity, moral rights or any other rights of third party.

8A.5 You can perform P2P Payment with any O! ePay Account Holder(s) (including your Friends) through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. Each P2P Payment shall be subject to certain limitations, including without limitation Stored Value Limit, daily transaction limit and annual transaction limit, which we may notify you from time to time. We will charge you a reasonable fee for P2P Payment ("P2P Payment Fee").

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

8A.7 You can use the Octopus O! ePay service 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. We may announce from time to time, which we may notify you from time to time. We will charge you a reasonable fee for P2P Payment ("P2P Payment Fee").

8A.8 You can transfer fund between your O! ePay Account and On-Loan Octopus through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. Fund transfer from

8A.9
you or your ePay Account to your registered bank account and/or FPS User Account(s) shall be subject to certain limitations, including without limitation daily transaction limit, which we may notify from time to time. We will charge you a reasonable fee for fund transfer from your ePay Account to your registered bank account and/or FPS User Account(s) ("Bank Account 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 ePay Account at our sole and absolute discretion if:
(a) you have violated or you are about to violate any applicable laws or regulations;
(b) you have committed or you are about to commit a breach of any of these Conditions of Issue;
(c) we are of the opinion that the integrity or security of the Octopus Card/ePay Service is jeopardised or compromised by use of your ePay Account; or
(d) this is to comply with an order by a competent court of law, or a law governmental or regulatory body, or a stronger change.

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 Card/ePay Service will not be jeopardised or compromised by use of your ePay Account. Subject to Condition 15A, in the event of termination, we shall, after deducting any amounts including fees outstanding for the Octopus Card/ePay Service as recorded in our system. Upon termination of your ePay Account, your 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 ePay Account for any reason, we shall be entitled, in addition to other rights and remedies available, to terminate your ePay Account immediately without notice thereafter. Upon termination of your ePay Account, your ePay Account cannot be re-activated subsequently.

8A.11 You should notify us immediately if your ePay Account has been compromised in any way. If it is compromised, you should bear the responsibility of protecting your ePay Account. Your ePay Account has been used for an unauthorised transaction before reporting that your ePay Account has been compromised.

9. Your Obligations in Using your Octopus and your 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 ePay Account with reasonable security precautions to ensure proper and secure use of your ePay Account, including your account password protection. We will supply you a reasonable level of protection. We have provided in Schedule of Fees and Guidelines to cover the cost of the damage upon return of the On-Loan Octopus to us if it is damaged or altered through delamination, bending, cutting, breaking, graffiti or attachment of materials and/or stickers on the Octopus Card/ePay Card.

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

9.3 You should only present your Octopus, if any, in your ePay Account acceptance logo. You must not present your Octopus to readers that do not show the Octopus acceptance logo as this may cause damage to the Octopus and/or register it with fraudsters.

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

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

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

10. Proper Use of your Octopus and your ePay Account

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

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

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

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

11. Malfunction

If your Octopus malfunctions due to no fault of yours and you have not damaged or tampered with it in any way:
(a) you should return your Octopus to our Authorised Service Centre if you hold an On-Loan Octopus or if you have bought a Sold Octopus from our Authorised Distributors. We will, in the case of an On-Loan Octopus, arrange refund of the Float, if any, stored on such Octopus and a temporary replacement, or, in the case of a Sold Octopus, only arrange refund of the Float, if any, stored on such Octopus (see Condition 12.2); or
(b) in case you hold a Cross Border Octopus, you should contact our Authorised Service Centre (or any parties as directed by our Authorised Service Centre) or use our online application or such other channel(s) as we may announce from time to time for cancellation of use of the Octopus in your Octopus Mobile SIM, and we shall arrange a refund of the Float, if any, stored therein. If any, you should announce from time to time. We will only arrange a refund of the Float, if any, stored on such Octopus (see Condition 12.5); or
(c) if you have bought an Octopus with a limited time warranty, you should contact the warranty provider.

(e) if you have bought a Bank Co-Brand Octopus you should contact the issuing bank or financial services company which, under normal circumstances, will issue you with a replacement Bank Co-Brand Octopus (see Condition 15A). If you are not satisfied that none of the above events occurs or will occur and that the integrity and security of your Octopus Card/ePay Service will not be jeopardised or compromised by use of your ePay Account, you should return your Octopus to our Authorised Service Centre if it is damaged or altered through delamination, bending, cutting, breaking, graffiti or attachment of materials and/or stickers on the Octopus Card/ePay Card.

(g) if you have been issued with a Smart Octopus and have provided your personal data to us at the time of issuance of your Smart Octopus, we will arrange refund to you any costs incurred by us, including those charged by the Authorised Service Centre for providing this return and refund service.

(h) if you have been issued with a Cross Border Octopus or have provided your personal data to us at the time of issuance of your Cross Border Octopus, we will arrange refund to you any costs incurred by us, including those charged by the Authorised Service Centre for providing this return and refund service.

(i) the cost of any other amounts including fees outstanding for Octopus services, refund to you any Float, if any.

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

12.1 This Clause applies to Subject 15A.

12.2 You may return your Octopus:
(a) if it malfunctions, as described in Condition 11; or
(b) in case of an On-Loan Octopus, at your option, to an Authorised Service Centre. When you return your On-Loan Octopus and apply for a refund, the SVF Deposits, if applicable, and the Float therein, if any, will be refunded to you in full except in the following situations when we will arrange a refund of any Float, if any, stored on such Octopus:
(i) any negative Float on your On-Loan Octopus;
(ii) a handling fee (depending on how long we have lent you that Octopus) you should be refunded from 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 your Smart Octopus, and we shall arrange a refund of the SVF Deposit, if applicable, and the Float therein, if any.

12.3 You may return your Sold Octopus for cancellation and we will disable the Sold Octopus (Sold Octopus) after deducting any amounts including fees and payment outstanding for Octopus services, refund to you any Float therein. However, we will not refund the cost, if any, of your Sold Octopus to you. If you cancel your Sold Octopus, your Sold Octopus will be returned to us by the relevant party (including us). You can contact the relevant party (including us) to cancel the Octopus Mobile SIM and stop using the Octopus Mobile SIM.

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, subject to provisions of the relevant laws.
any amounts including fees and payment outstanding for Octopus services, refund to you any Float therein. However, we will not refund the cost or any fees, if any, of your Octopus Mobile SIM to you. If you cancel the use of the Octopus in your Octopus Mobile SIM, the Octopus in your Octopus Mobile SIM shall be re-activated subsequently.

12.6A If you have provided your personal data to us at the time of issuance of your Smart Octopus, you may use the Authorised Mobile Payment App or our online application to such other Smart Octopus, we may announce from time to time for cancellation of your Smart Octopus and we will disable the Smart Octopus and, after deducting:
(i) any negative Float on your Smart Octopus;
(ii) any outstanding amount from the Automatic Add Value Service;
(iii) the Inactive Smart Octopus Administrative Fee as described in Condition 13.4, if applicable;
(iv) any other amounts including fees outstanding for Octopus services;
refund to you the SFV Deposit, if applicable, and the Float therein. However, we will not refund the cost of or any fees associated with your Smart Octopus to you. If you cancel your Smart Octopus, your Smart Octopus cannot be re-activated subsequently.

12.7 You may apply for cancellation of your Octopus eAccount at any time through such channel and in such manner as we may announce from time to time. We shall, after deducting any amounts including fees outstanding for the Octopus ePay Service, arrange for the refund of the Fee ("Octopus eAccount Cancellation Fee") for cancellation of your Octopus eAccount. We reserve the right to recover, cancel or terminate, or suspend your Octopus eAccount on or before the Octopus Administrative Fee Effective Date. However, we will not refund the cost of or any fees associated with your Octopus eAccount to you. If you cancel your Octopus eAccount, your Octopus eAccount cannot be re-activated subsequently. If any Octopus eAccount Holder has become deceased, a personal representative of the deceased Octopus eAccount Holder should present proof of death of the deceased Octopus eAccount 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 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 have not added value to your Octopus for a period announced by us from time to time, we will, for your own and our protection, deem your Octopus to be no longer in use, and we will deactivate your Octopus. If you want to re-activate your Octopus subsequently we will charge you a reasonable fee for the re-activation ("Reactivation Fee").
(b) Your O! ePay Account is intended for your regular use. If you have not added value to your O! ePay Account for a payment period for a period announced by us from time to time, we will, for your own and our protection, deem your O! ePay Account to be no longer in use, and we will suspend your O! ePay Account. If you want to re-activate your O! ePay Account subsequently we will charge you the Reactivation Fee.

13.2 Administrative fee on your inactive "Adult" On-Loan Octopus
If you hold an "Adult" type of On-Loan Octopus (that is, On-Loan Adult Octopus other than Personalised Octopus with Student Status or Persons with Disabilities Status, or if you are a Personalised On-Loan Octopus holder aged below 18, or if you are a Personalised On-Loan Octopus holder aged 60 or above) which is issued on or after 1 October 2017 ("On-Loan Octopus Administrative Fee Effective Date") and have not added value to your Octopus or used your Octopus for any payment transaction for such specified period(s) of time as determined and announced by us from time to time (each, an "inactive period"), we will charge you an administrative fee ("Inactive Octopus Administrative Fee") on your inactive On-Loan Adult Octopus for each inactive period. The Inactive Octopus Administrative Fee shall be deducted from the Float, if any, and the SFV Deposit of your inactive Octopus:
(a) until your inactive Octopus is re-activated;
(b) until you refund your Octopus as described in Condition 12.2(b); or
(c) until the Float and SFV 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:
(i) the first inactive period means the later of:
(a) the period or periods as specified by us after your last add value transaction or your last payment transaction using your Octopus, whichever is later;
(b) the specified period of time immediately after the Inactive Octopus Administrative Fee Effective Date.
(ii) Subsequent inactive periods means successive 12-month periods thereafter or such specified period(s) of time as determined and announced by us from time to time.

13.4 Administrative fee on your inactive Smart Octopus
If you hold a Smart Octopus and have not added value to your Octopus or used your Octopus for any payment transaction for such specified period(s) of time as determined and announced by us from time to time (each, an "inactive Smart Octopus period"), we will charge you an administrative fee ("Inactive Smart Octopus Administrative Fee") on your inactive Smart Octopus for each inactive period. If you wish to re-activate your Smart Octopus, the Inactive Smart Octopus Administrative Fee shall be deducted from the Float, if any, and the SFV 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 12.6A; or
(c) until the Float and the SFV 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 purposes of Condition 13.4:
(a) the first inactive Smart Octopus period means the period of time as specified by us after your last add value transaction or your last payment transaction using your Smart Octopus, whichever is later;
(b) Subsequent inactive Smart Octopus periods means successive 12-month periods thereafter or such specified period(s) of time as determined and announced by us from time to time.

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 may charge you a fee ("Personalisation Fee") for both producing and, if requested, handling the return of your Personalised Octopus.

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

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

14.4 Personalised Octopus enjoys strengthened protection. You should notify us immediately if your Octopus or its security is compromised in any way.

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 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 re-activate your Personalised Octopus to an Authorised Service Centre or such other channel(s) as we may announce from time to time, you should present your Octopus in person, or if the cardholder of that Personalised Octopus has become deceased, a personal representative of the deceased cardholder should present the Personalised Octopus together with proof of death of the deceased cardholder, and proof of identity and capacity of the personal representative, in order to claim a refund of the SVF Deposits, if applicable, and/or any Float as described in Condition 12.

15. Lost Octopus Service
15.1 If you are the holder of a Personalised Octopus or user of the Automatic Add Value Service, you will automatically be provided with our Lost Octopus service. This Lost Octopus service may not apply to 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 effective, it cannot be re-activated subsequently.

15.3 The lost Octopus service described in Condition 15.2 will protect you from the loss of the Float and any value associated through the Automatic Add Value Service on your Octopus after the expiry of the Lost Octopus Notification Period. You may have to bear a loss resulting from unauthorised use of your lost Octopus before the expiry of the Lost Octopus Notification Period. We will then charge you for the lost Octopus Administrative Fee ("Lost Octopus Service Fee") for providing this lost Octopus service, which (a) will be deducted from the refund of the SFV Deposit or Float on your Octopus, if any, or (b) may be payable by you.

15.4 We will refund you the SFV 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 then charge you for the Lost Octopus Service Fee for providing this lost Octopus service, which (a) will be deducted from the refund of the SFV Deposit or Float on your Octopus, if any, or (b) may be payable by you.

15.5 Expiry, Refunds and Determination of value on Octopus and in O!ePay Account
15.1 Any SFV Deposits and/or Float on your Octopus to be refunded to you as described in Condition 12 or Condition 15 will be paid without interest. Any Float in your O!ePay Account to be refunded to you as
16. Personal Information Collection Statement relating to you (this “Notice”) in accordance with the Personal Data (Privacy) Ordinance (the “Ordinance”).

16.1 The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from time to time (“Data”). The Ordinance shall include transactional records (meaning the transaction data which we receive (a) from our Octopus readers and/or from other channels in respect of the use of your Octopus card; and/or (b) during the operation of the Octopus O! ePay Service and/or from other channels in respect of the use of your Octopus 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 service and the Octopus O! ePay Service to you. We provide our services with reasonable care, skills and diligence. In the unlikely event that we exit our business operations, including cases of our insolvency or reorganisation of our stored value facility licence, we will follow our business exit plan and directions (if any) of the Hong Kong Monetary Authority.

16.2 If you do not provide your personal data to us, we may be unable to provide you with some of our services you request, including without limitation any of our services offered to you from time to time.

16.3 Purpose: You agree that your Data may be used by us for:

(a) processing an application for our services offered to you from time to time;
(b) conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
(c) management, operation and maintenance of the Octopus payment system, the Octopus O! ePay Service and Card Funds, including audit, and exercising our and your rights under these Conditions of Issue;
(d) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
(e) communication by us to you;
(f) investigation of complaints or suspected suspicious transactions (whether in relation to an Octopus or a Cross Border Octopus or otherwise), and research for service improvement;
(g) prevention or detection of crime; and
(h) disclosure as required by law, rules, regulations, codes or guidelines.

16.4 Transfer: Your Data will be kept confidential by us, but you agree that for the purposes set out in Condition 16.3, we may transfer or disclose such Data to the following parties within Hong Kong (except that the parties set out in Conditions 16.4(a), (b) and (c) and owners or service providers of Client Funds Company in (e) below may be located outside Hong Kong):

(a) issuers of Bank Co-Brand Octopus and participating banks and financial services companies for Automatic Add Value Service which owe a duty of confidentiality to us and with which you have selected to register;
(b) Third Party Operator(s) under a duty of confidentiality to us;
(c) 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, (except that Card Funds are handled in accordance with these Conditions of Issue and PSSFVO, and (ii) manage Card Funds in case of our insolvency;
(d) our subsidiaries and/or our associated legal entities under a duty of confidentiality to us;
(e) Client Funds Company, its owners and its third party service provider involved in (ii) ensuring that Card Funds are handled in accordance with these Conditions of Issue and PSSFVO, and (ii) managing Card Funds in case of our insolvency;
(f) Friend(s) as selected by you; and
(g) 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 authority of law, legal enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.

16.5 Access: You have the right to:

(a) check whether we hold your Data and to have access to that Data;
(b) require us to correct any Data which is inaccurate; and
(c) ascertain our policies and practices in relation to the Data and to be informed of the Data we hold about you.

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

16.7 Any Data access request should be made in writing to:

The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wong Tai Road
Kowloon Bay
Kowloon
Hong Kong
Email: dpo@octopus.com.hk

16.8 Nothing in this Notice shall limit your rights under the Ordinance.

17. Transaction Records

17.1 You may enquire about your transaction records in relation to your Octopus, including Float balance of your Octopus, date and time and amount spent with your Octopus up to such number of most recent transactions and through such channel(s) as we may announce from time to time. For the Octopus O! ePay Service, we will provide you with a monthly statement about your transaction records in relation to your Octopus ePay Account and you may request for printed copies of such monthly statement up to such number of most recent transactions as we may announce from time to time. You must keep yourself promptly informed of all transactions relating to your Octopus ePay Account, which will involve examining each monthly statement issued by us in respect of your Octopus ePay Account and notify us of any discrepancies within the specified time period as we may notify you from time to time. We will provide you with the requested information, including printed copies of the monthly statement in respect of your Octopus ePay Account, and we will charge a reasonable fee (“Transaction Records Access Fee”) for this service.

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

(a) the relevant Service Providers or Authorised Mobile Payment Service Provider relating to the use of your Octopus, or Authorised Partners in respect of your Octopus O! ePay Account which are under a duty of confidentiality to us;
(b) satisfy a search warrant or an order by a competent court of law or a relevant regulatory body that we are required to comply with;
(c) any other parties as 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 services and/or 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 PSSFVO, 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) affects the fees and charges and the liabilities or obligations of existing customers.
20.2 The change(s) shall take effect on a date specified in the notice, which will be no less than 30 days after the date of publishing such notice in the newspapers and/or on our website at www.octopus.com.hk.

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

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

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

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

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

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

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

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