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 your Octopus, in respect of the use of your Octopus, and the issuer of the stored value facility under the Octopus O! ePay Service. By using Octopus and/or Octopus O! ePay Service, you agree to be bound by these Conditions of Issue.

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

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

(a) “Authorised Add Value Service Provider” is a service provider, bank or financial services company that we have authorised to offer the service of adding value to your Octopus in return for cash or other consideration;

(b) “Authorised Distributor” is an entity that we have authorised to make available an Octopus to you;

(c) “Authorised Mobile Payment App” means the mobile applications operated by Authorized 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 financial services company or a FPS Participant or a corporate entity that we have authorised to offer their services in respect of your O! ePay Account;

(f) “Authorised Service Centre” is an entity that we have authorised to service an Octopus on our behalf;

(g) “Card Funds” means the SVF Deposits and Float from time to time; 

(h) “Card Association” means a payment association that licenses card programmes to banks or financial services companies or corporate entities under its brand(s) or scheme(s);

(i) “Card Association Merchant” means designated merchant that accepts payment products or services licensed by the relevant Card Association for the goods and services offered by such designated merchants;

(j) “Client Funds Company” shall mean Octopus Cards Client Funds Limited, whose Articles of Association provide that its function is to hold and deal with Card Funds in accordance with these Conditions of Issue and PSSVFO;

(k) “ Converted Octopus” means selective Octopus that can be converted into a Smart Octopus and once converted, cannot be re-activated. Upon the 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 InterbankClearing Limited and operated by the Hong Kong InterbankClearing Limited to facilitate payment services and other related services amongst Third Party Operator(s);

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

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

(o) “FPS Participant” means a participant of FPS which may be a bank or financial services company or a licensee of the stored value facility licence granted under PSSVFO or a corporate entity as approved by the Hong Kong Interbank Clearing Limited;

(p) “Float” shall mean the stored value remaining (1) on an Octopus, excluding SVF Deposit, and (2) in your O! ePay Account; 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;

(q) “Friend” means another Octopus O! ePay Account Holder who has established a linkage between his/her Octopus O! ePay Account and your O! ePay Account for the purpose of performing P2P Payment;

(r) “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;

(s) “Mobile Network Operator” is a company that provides mobile 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:

(1) On-Loan Octopus;
(2) Sold Octopus;
(3) 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) “O! ePay Account” means a network-based stored value account applied for by you for Octopus O! ePay Account holder and approved by us in respect of the Octopus O! ePay Service, including without limitation, issuance with an O! ePay Payment Card (see Condition 3A.1);

(w) “O! ePay Account Holder” means a holder of the 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 O! ePay Service” shall have the meaning ascribed to it in Condition 8A;

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

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

(bb) “Registered Octopus” shall mean an Octopus that can be registered for the purpose of making fund transfer with your O! ePay Account;

(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 version of which is available at https://www.octopuscards.com/en-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 toiletries, building establishments, government entities, building access control providers, unattended services such as vending machines / kiosks / photo booths / telephones, online or mobile payment service providers, online and/or mobile payment service providers or other parties which offer their services when you present your Octopus and are approved by us. These Service Providers should display the Octopus logo 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 Bank Co-Brand Octopus, or any Mobile Network Operator with whom we offer the Octopus Mobile SIM or any Authorised Mobile Payment Service Provider with whom we offer the Smart Octopus.

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

2A.1 Float and SVF Deposit of a Stored Value Facility are facilities under the Payment Systems and Stored Value Facilities Ordinance (“PSSVFO”).

2A.2 As the licensee of the stored value facility licence granted under PSSVFO, we, Octopus Cards Limited, are responsible for the adequate protection of Client Funds Company in accordance with these Conditions of Issue and PSSVFO, upon receiving SVF Deposits (if applicable) and any refunds or other payments made or due in accordance with these Conditions of Issue.

2A.3 In compliance with PSSVFO, upon receiving SVF Deposits (if applicable) and payments representing the value you intend to add to your Octopus (in accordance with Condition 6.1) or your O! ePay Account (in accordance with Condition 8A), as the case may be, we shall deposit all such payments directly into and shall maintain Card Funds respectively relating to Octopus and O! ePay Accounts to and in separate designated bank accounts (“Designated Bank Accounts”) which are specifically opened under our name with reputable licensed bank(s) and financial services company (in Hong Kong) in our name. These accounts are designated for solely holding Card Funds relating to Octopus and O! ePay Accounts respectively. We hold the Card Funds deposited in the Designated Bank Accounts as a bare trustee for Clients Fund Company absolutely.

2A.4 We shall further maintain the Designated Bank Accounts and O! ePay Accounts held by us as at the Commencement Date in the relevant Designated Bank Accounts.

2A.5 Subject to Conditions of Issue, we will administer the Card Funds on behalf of Clients Fund Company in accordance with these Conditions of Issue and are authorised to deposit and withdraw money into and out of the Designated Bank Accounts in accordance with these Conditions of Issue.

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

(a) such sums as are required to meet payments and other transactions made by holders of Octopus and O! ePay Accounts, 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) interest earned on Card Funds in accordance with these Conditions of Issue;
(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 fortuitous in accordance with Condition 15A.2. For the avoidance of doubt, we shall be entitled to the amounts specified in Conditions 2A.7(c), (d) and (e) and are authorised to deduct or call for payment of such amounts on such dates as we shall reasonably decide.

2A.8 We shall administer the Card Funds for the purpose of ensuring that there will always be sufficient funds for redemption by you.

2A.9 We will take all reasonable organisational measures to minimise risks of loss or diminution of Card Funds through theft, fraud, misuse, misappropriation, negligence or poor administration.

2A.10 We shall ensure that any bank or 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.

(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 our Octopus, except in the case of malfunction of the Octopus as described in Condition 11 or cancellation as described in Condition 12.3.

(b) A bank or financial services company authorised by us may offer you a "Bank Co-Brand Octopus". The Octopus O! ePay Service may be offered with or without any of our stored value facility which can be used for making payments via Octopus payment system. Each Bank Co-Brand Octopus may have separate additional terms and conditions which you should read carefully, and you should confirm that you agree to those additional terms and conditions before use. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company concerned. A Bank Co-Brand Octopus may be offered to you without any of our additional services (for example, Personalised Octopus service (Condition 14), Automatic Add Value Service (Condition 8), lost Octopus service (Condition 15)). We will, through the issuing bank or financial services company, inform you whether any of these services will be offered on your Bank Co-Brand Octopus. In case you want to 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.

(c) We, together with any Third Party Operator(s), may offer you a co-brand or co-named cross-border card or product ("Cross Border Octopus"), which consists of two or more electronic purses, one of which has our stored value facility which can be used for making payments via Octopus payment system, and the other electronic purse(s) provided and managed by such Third Party Operator(s). Separate additional terms and conditions from the Third Party Operator(s) may apply to the respective electronic purse(s). You should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Third Party Operator(s) or any of these services. If you want to use a Cross Border Octopus consists of a Sold Octopus (as defined in Condition 3.1(a), (iii), and whether any of these services will be offered on your Bank Co-Brand Octopus. In case you want to use a Cross Border 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 with mobile telecommunication functionality offered by that Mobile Network Operator incorporating our stored value facility which can be used for making payments via Octopus payment system. Each Octopus Mobile SIM may have separate additional terms and conditions which you should read carefully, and you should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Mobile Network Operator concerned. An Octopus Mobile SIM may be offered to you without any of our additional services (for example, Personalised Octopus service (Condition 14), Automatic Add Value Service (Condition 8), lost Octopus service (Condition 15)). We will, through the 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 "Sold 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 as we may announce from time to time; which can be used for making payments via Octopus payment system. We will require you to pay a SVF Deposit and an issuance fee ("Smart Octopus Issuance Fee"). Separate terms and conditions from the Authorised Mobile Payment Service Provider(s) may apply which you should read carefully, and you should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Authorised Mobile Payment Service Provider concerned. A Smart Octopus may be offered with or without any of our services (for example, Personalised Octopus service (Condition 14), Automatic Add Value Service (Condition 8), lost Octopus service (Condition 15)). We will, through the Authorised Mobile Payment Service Provider, inform you whether any of these services will be offered on your Smart Octopus.

3.2 We operate the Octopus payment system and the Octopus O! ePay Service and will ensure that the system and the service are operated with reasonable care and skill and with reasonable 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 in a timely manner according to these Conditions of Issue. The Octopus O! ePay payment system provides you, if you are a holder of a valid Octopus (see Condition 4.4), with the ability to pay for certain goods and services using the Float where you see the Octopus acceptance logo at one of our Service Provider(s). The conditions of use, the Float in 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, as the case may be.

3.4 Service Provider(s) and/or Authorised Partner(s) may apply to the respective electronic purse(s). You may have separate 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(s) or the Card Association Merchant, as the case may be.

3.5 We, 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 bound by their rules, terms, regulations and by-laws. We have no responsibility for the goods and/or services provided by the Service Provider and/or the Authorised Partners and/or the Card Association Merchants and you should direct any enquiries relating to these matters to the respective Service Provider, Authorised Partner or Card Association Merchant, as the case may be.

3.6 In 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 4.4, we make reasonable efforts to make available the Octopus O! ePay Service, but we make no representations, endorsements or warranties as to the availability, usability, title, suitability or any kind whatsoever. Further, under normal circumstances, we will make reasonable efforts to ensure that the Octopus O! ePay Service is 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 make payments via 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 Authorised Partner does not accept your Octopus or your O! ePay Account. The Service Provider and/or the Authorised Partners and/or the Card Association Merchants and you should direct any enquiries relating to these matters to the respective Service Provider, Authorised Partner or Card Association Merchant, as the case may be.

3.7 Under normal circumstances, we will make reasonable efforts to ensure that the Octopus payment system is operating, but we cannot guarantee that a Service Provider will be able to accept an Octopus payment as this depends on the Service Provider’s own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. Subject to Condition 4.4, we make reasonable efforts to make available the Octopus O! ePay Service, but we make no representations, endorsements or warranties as to the availability, usability, title, suitability or any kind whatsoever. Further, under normal circumstances, we will make reasonable efforts to ensure that the Octopus O! ePay Service is 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 make payments via 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 Authorised Partner does not accept your Octopus or your O! ePay Account. The Service Provider and/or the Authorised Partners and/or the Card Association Merchants and you should direct any enquiries relating to these matters to the respective Service Provider, Authorised Partner or Card Association Merchant, as the case may be.

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 make our service available to you, Octopus O! ePay Service, 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) Third Party Operators or an Authorised Partner 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 if you have bought that Sold Octopus; and
(f) an existing holder of a valid Octopus, whether that Octopus has been bought by the existing holder or lent by us to the existing holder. In this case, we will treat you, the current holder of such an Octopus, as the new holder and our customer for the purpose of these Conditions of Issue. By using the Octopus, you agree to be
bound by these Conditions of Issue. However, the existing holder should not transfer the Octopus to you if the Octopus has been Personalised (see Condition 14) or has a service the terms of which do not allow transfer (such as the Automatic Add Value Service (see Condition 8B)); 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 Service (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 thereafter.

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, provided that the resulting negative value (i.e., the convenience limit) in your Octopus does not exceed a maximum amount as determined and announced by us from time to time. The negative value fee for an Octopus is payable at our option and sole discretion which we will notify you from time to time.

4.6 To use the Octopus O! ePay Service, you will need to register for an O! ePay Account.

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.

4.8 We will charge a reasonable fee ("Unauthorised Use Claim Fee") for investigating this services claim on your Octopus.

4.9 To protect your interest, we will perform user authentication procedure before effecting a high-risk transaction ("High-Risk Transaction") of your Octopus and/or your O! ePay Account. A high-risk transaction means a transaction which exceeds the per-transaction limit or aggregate total limit as announced by us from time to time.

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

5.1 If we issue an On-Loan Octopus to you, the Authorised Distributor will collect a deposit which 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 in accordance with which we will hold the deposit 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 may 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. We will charge you a reasonable fee for the provision of the add value services ("Add Value Service Fee"). Authorised Add Value Service Providers and Authorised Partners will only offer to add value to your Octopus and your O! ePay Account, as the case may be, above a minimum amount, if any, and any amount which will be determined and announced by us from time to time.

6.2 A genuine Authorised Add Value Service Provider or Authorised Partner will offer you a discount as 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 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 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 and cannot be held responsible 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 offered by us in association with one of the Authorised Add Value Service Providers through which you may separately apply for through one of such Authorised Partners. Octopus O! ePay Service offered by us in association with one of the Authorised Add Value Service Providers through which you may separately apply for through one of such Authorised Partners.
You can transfer fund between your O! ePay Account and Registered 8A.6
8A.8
You can perform P2P Payment with any O! ePay Account Holder(s) 8A.4
8A.8
You can use the Float in your O! ePay Account to make payment for 8A.8
(a) you have violated or you are about to violate any applicable laws 8A.8
(b) you have committed or you are about to commit a breach of any of 8A.8
You should notify us immediately if your O! ePay Account has been 9.4
immediately without notice. Upon termination of your O! ePay Account, 9.7
other rights and remedies available, terminate your O! ePay Account 9.7
for the Octopus O! ePay Service, we shall be entitled to, in addition to 9.7
You must not use, or allow anyone to use, your O! ePay Account for any 9.7
You must not tamper with the Octopus (including without limitation 9.7
You should only present your Octopus when you see the Octopus 9.7
You must not use the same Octopus as your registered bank account, FPS 9.7
You can transfer fund between your O! ePay Account and Registered 8A.6
You can transfer fund from your O! ePay Account to:
participants, or other areas and/or your O! ePay Account.
registered bank account, FPS User Account(s) and/or registered 9.4
We will charge you a reasonable fee for making payment with O! ePay 8A.7
You can use the Float in your O! ePay Account to make payment for 8A.7
You can use the Float in your O! ePay Account to:
for your O! ePay Account, your O! ePay Account cannot be re-activated 9.4
We will ask you to co-operate with us and, if appropriate, the police, in 9.7
We reserve our right not to entertain any request for a refund of the 9.7
We shall not be responsible for any personal injury and/or property loss 9.3
We shall indemnify us against all actions, proceedings, liabilities, 9.3
You may not notify us from time to time of your O! ePay Account 8A.8
You have a right to recover reasonable costs, expenses, losses and 9.5
We shall not be responsible for any personal injury and/or property loss 9.2
We shall not be responsible for the Octopus or the electronic device 9.2
We will charge you a reasonable fee for fund transfer from your O! ePay 8A.8
We will ask you to co-operate with us and, if appropriate, the police, in 10.3
We will charge you a reasonable fee for making payment with O! ePay 8A.7
You must not tamper with the Octopus (including without limitation 9.4
You should take good care of your O! ePay Account with reasonable security precautions to ensure proper and secure use of your O! ePay Account, including your account password protection. We will charge you a reasonable fee as set out in Schedule of Fees and Guidelines to cover the cost of the damage upon return of the On-Loan Octopus to us if it is damaged, contaminated, damaged by fire, smoke, vermin, flood, lightning, 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 O! ePay Account for any illegal purposes.

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

9.4 You must not tamper with the Octopus (including without limitation the software and hardware) or any of its components, including without limitation tampering with, reprogramming, altering, modifying, duplicating, unpacking, reverse engineering, disassembling, hacking, copying, exporting, distributing, reproducing, transmitting, transferring, translating, creating derivative works of, or disclosing information about the Octopus. We reserve the right to take any action against tampering with the Octopus.

9.5 You have the right to recover reasonable costs, expenses, losses and damages caused by your O! ePay Account and/or your O! ePay Account, whether resulting from your altering or interfering, or allowing a third party to alter or interfere, with the data on your O! ePay Account and/or your O! ePay Account.

9.6 We will ask you to co-operate with us and, if appropriate, the police, in recovering your Octopus (if lost or stolen) or if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing law. We will ask you to co-operate with us and, if appropriate, the police, in recovering your Octopus (if lost or stolen) or if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing law.

9.7 We represent and warrant that our approved Service Providers shall have the right to inspect your Octopus and items incorporating Octopus, including the data in that Octopus, at any reasonable time.

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

10.1 You should not carry more than one Octopus or an Octopus with another contactless chip (towed together or connected 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 device the functions of which have been compromised by tampering with your O! ePay Account or your Octopus.

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 O! ePay Account and/or your Octopus.

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 and/or be recovered by or against any inappropriate or unauthorised use of your O! ePay Account or the Octopus O! ePay Service.

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

11. Malfunction

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

(a) you should return your Octopus to our Authorised Service Centre if you hold one or 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 Solid Octopus, only arrange a refund of the Float, if any, stored on such Octopus (see Condition 12.2); or

(b) if the Octopus is a Cross Border Octopus, you should contact our Authorised Service Centre (or any parties as directed by our Authorised Service Centre) if it is lost or stolen or if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing law.

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

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

(e) if you have been issued with a Bank Co-Brand Octopus you should contact the issuing bank or financial services company which, under normal circumstances, will issue you with a replacement Octopus and you need to bear a fee of $125 for any replacement Octopus Mobile SIM with or without charge; or

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

(g) if you have been issued with a Sold Octopus you should return your Octopus to our Authorised Service Centre if you hold one or 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 Solid Octopus, only arrange a refund of the Float, if any, stored on such Octopus (see Condition 12.2); or

(h) if the Octopus is a Cross Border Octopus, you should contact our Authorised Service Centre (or any parties as directed by our Authorised Service Centre) if it is lost or stolen or if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing law.

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

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

(k) if you have been issued with a Bank Co-Brand Octopus you should contact the issuing bank or financial services company which, under normal circumstances, will issue you with a replacement Octopus and you need to bear a fee of $125 for any replacement Octopus Mobile SIM with or without charge; or

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

12.1 This Condition 12 applies subject to Condition 15A.

12.2 You may return your Octopus and cancel your O! ePay Account 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.

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

12.4 You or the issuing bank or financial services company may request for cancellation of your Bank Co-Brand Octopus as permitted under the cardholder agreement between you and the issuing bank or financial services company and in accordance with the applicable card scheme. If you arrange for 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 Cross Border Octopus Mobile SIM and we will disable the Octopus in your Octopus Mobile SIM and, after deducting any amounts including fees and payment outstanding for Octopus services, refund to you any Float therein. However, we will not refund the cost, if any, of your Cross Border Octopus. 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 Have you been issued with a Smart Octopus? If applicable, have you 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:

(a) any negative Float on your Smart Octopus;
(b) a handling fee (depending on how long we have lent you that Octopus) (“Handling Fee”) to cover the costs incurred by us;
(c) any other amounts including fees outstanding for Octopus services; if refund to you the SVF Deposit, if applicable, and the Float therein; if applicable. However, we will not refund the cost or any fees associated with your O! ePay Payment Card, if any, to you. Upon cancellation of your O! ePay Account, your O! ePay Account (including, if applicable, the O! ePay Payment Card) cannot be re-activated subsequently. If any O! ePay Account Holder [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 O! ePay Card) if applicable, and the Float in your Smart Octopus to (a) cover the costs incurred by us; (b) any negative Float on your Octopus; (c) any other amounts including fees outstanding for Octopus services; to cover the costs incurred by us; (d) any negative Float on your Smart Octopus; (e) any other amounts including fees outstanding for Octopus services; (f) your O! ePay Account; and (g) any other amounts including fees outstanding for Octopus services. In order to avoid such termination, you must cancel your Octopus at least 7 days before the termination date. If we receive a request to terminate your Octopus, we will provide you with at least 7 days’ notice before the termination date. If we receive a request to terminate your Octopus for any other reason, we will provide you with at least 7 days’ notice before the termination date.

12.9 Octopus is provided for use in payment and related services, it is not provided as the exchange of the electronic currency or an electronic currency. In respect of any of the services provided pursuant to these Conditions of Issue, we reserve the right to request information (including personal data), investigate (for which we will charge a reasonable fee, “Investigation Fee”) and decline at our sole discretion multiple, high value or repeated purchase or refund requests from an individual or organisation.

13. Inactive Octopus and O! ePay Account

13.1 Deactivation of your inactive Octopus and O! ePay Account

(a) Your Octopus has been issued to you for your regular use. If you have not used your Octopus for a period of time as specified by us after your last add value transaction or your last payment transaction using your Octopus, we will consider your Octopus to be inactive and your Octopus Administrative Fee will be charged to the Float of your Octopus. If your Octopus Administrative Fee is not paid, we may suspend 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) If your O! ePay Account is inactive for your regular use, if you have not used your O! ePay Account for a period of time as specified by us, we will consider your O! ePay Account to be inactive and your O! ePay Account Cancellation Fee will be charged to your Float. If your O! ePay Account Cancellation Fee is not paid, we may 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 Octopus other than Personalised Octopus or Student Status Octopus), we will charge you an administrative fee (“On-Loan Octopus Administrative Fee”) on your inactive On-Loan Octopus. The On-Loan Octopus Administrative Fee will be charged to the Float of your On-Loan Octopus. If your On-Loan Octopus is not paid, we may suspend your On-Loan Octopus. If you want to re-activate your On-Loan Octopus subsequently, we will charge you the Reactivation Fee.

13.3 For the purpose of Condition 13.2:

(a) the first inactive Smart Octopus period means the period of time as determined and announced by us from time to time thereafter or such specified period(s) of time as determined and announced by us from time to time;
(b) the Float of your Smart Octopus is re-activated;
(c) the Float and the SVF Deposit are fully depleted, in which case we shall cancel your Octopus and your Octopus Administrative Fee will be charged to the Float of your Octopus;
(d) the First Smart Octopus Administrative Fee Effective Date.

13.4 Administrative fee on your inactive Smart Octopus

If you hold a Smart Octopus and have not used 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 (“Smart Octopus Administrative Fee”) on your inactive Smart Octopus for each inactive Smart Octopus period. The Smart Octopus Administrative Fee will be charged to the Float of your Smart Octopus. If you cancel your Smart Octopus, we will charge you the Reactivation Fee.

13.5 For the purpose of Condition 13.4:

(a) the first inactive Smart Octopus period means the period of time as determined and announced by us from time to time; or
(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 have your identity associated (“Personalised”) with a particular Octopus. Your personal data will be stored in electronic format, and may or may not be printed, on your Personalised Octopus. We will charge you a reasonable fee (“Personalisation Fee”) for both producing and, if requested, handling the return of your Personalised Octopus.

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

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

14.4 Personalised Octopus enjoys strengthened protection. You should notify us immediately if you suspect any compromise of your Personalised Octopus. If your Personalised Octopus is found in the possession of a person other than yourself, we and/or the Service Providers on our behalf, shall have the right, but are not obliged, to repossess your Personalised Octopus from such a person.

14.6 If you wish to return your Personalised Octopus to an Authorised Service Centre or such other channel(s) as we may announce from time to time, you should present your Octopus in person, or if the cardholder of that Personalised Octopus has deceased, personal representatives 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. You may ask us to cancel your Octopus or its service at any time (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 lost, stolen or compromised in any way (see Condition 23), you may have to bear a loss resulting from unauthorised transactions of your compromised Octopus.

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/or 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 by us on a case by case basis and may differ from your original Octopus Service Date. 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 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 Flat, if any, on your Octopus as recorded on your Octopus Card Funds or data entry companies); (v) providing 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), credit reference agencies, printing or other suppliers of Client Funds Company in (g) below may be located outside Hong Kong); (a) issuers of Bank Co-Brand Octopus and participating banks and financial services companies for Automatic Add Value Service which owe a duty of confidentiality to us and with which you have selected to register; (b) Card Association, Card Association Merchant and/or their respective agents or contractors in relation to O! Pay Payment Card; (c) Third Party Operator(s) under a duty of confidentiality to us; (d) 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; (f) the institutions (such as professional advisors, call centre service providers, debt collection agencies, in the event you owe us any money); (g) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; (h) Client Funds Company, its owners and its third party service provider involved in (i) ensuring that Card Funds are handled in accordance with these Conditions of Issue and PSSVFO, and (ii) managing Card Funds in case of our insolvency; (i) any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or from other enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper 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 information (whether before, on or after the Expiry Date). We may collect from time to time (“Data”). The Data shall include transactional records (meaning the transaction data which we receive (a) from our Octopus readers and/or from other Octopus or other data entry systems in respect of your Octopus and (b) during the operation of the Octopus O! ePay Service and/or from other channels in respect of the use of your Oi 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.octopuscards.com.hk.

16.2 If you do not provide your personal data to us, we may be unable to provide you with some of our services you request, including without limitation Personalised Octopus service, Automatic Add Value Service, lost Octopus Service, Octopus O! ePay Service, application for cancellation of use of Octopus in your Octopus Mobile SIM, application for cancellation of your Oi 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) proceeding 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 Octopus 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 and improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
(e) communicating with you;
(f) investigating 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 and/or the prevention and detection of unauthorised use of your Octopus or transaction records enquiry.

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

(a) issuers of Bank Co-Brand Octopus and participating banks and financial services companies for Automatic Add Value Service which owe a duty of confidentiality to us and with which you have selected to register;
(b) Card Association, Card Association Merchant and/or their respective agents or contractors in relation to O! Pay Payment Card;
(c) Third Party Operator(s) under a duty of confidentiality to us;
(d) 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;
17. Transaction Records

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

17.2 The transaction records of your Octopus and your O! ePay Account will be safely kept by us. Transaction records mean all the transaction data which we receive (a) from our system Octopus readers and/or from other channels in respect of the use of your Octopus, and (b) during the operation of the Octopus O! ePay Service and/or from other channels in respect of your use of the Octopus O! ePay Service. Save as provided in Condition 17.1 above, we will only disclose any of your transaction records to:
(a) the relevant Service Providers or Authorised Mobile Payment Service Provider, Card Associations and Card Association Merchant relating to the use of your Octopus, or Authorised Partners in respect of your O! ePay Account which are under a duty of confidentiality to us;
(b) satisfy a search warrant or an order by a competent court of law or a relevant regulatory body that we are required to comply with;
(c) any other parties which are under a duty of confidentiality to us, in order for us to maintain the normal managements, operation and maintenance of the Octopus payment system or the Octopus O! ePay Service;
(d) any agents, contractors or third party service providers which are under a duty of confidentiality to us and which provide administrative, telecommunication services, card readers, 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 any relevant regulatory body that we are required to comply with, or (ii) manage Card Funds in case of our insolvency; or
(f) any other person under a duty of confidentiality to us including our subsidiaries, our affiliates or our business partners for the purposes outlined in Condition 16.

18. New Services

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

19. Fees and Charges

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

20. Changes in these Conditions of Issue

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

20.2 The change(s) shall take effect on a date specified in the notice, which will be no less than 30 days after the date of publishing such notice in the newspapers and/or on our website at www.octopus.com.hk.

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

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

21. Rights of Third Parties

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

22. Force Majeure

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

23. Communication with us

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

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

24. English Version Prevails

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

25. Governing Law and Jurisdiction

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