Conditions of Issue of Octopus

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 12 December 2017 (“Commencement Date”) for all customers.

2. Introduction

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

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

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

(a) “Authorised Add Value Service Provider” is a Service Provider, bank or financial services company that we have authorised to offer the service of adding value to your Octopus in return for cash or other consideration;
(b) “Authorised Distributor” is an entity that we have authorised to make available an Octopus to you;
(c) “Authorised Mobile Payment App” means the mobile applications operated by Authorised Mobile Payment Service Provider(s) to provide services in respect of your Smart Octopus;
(d) “Authorised Mobile Payment Service Provider” is a mobile payment device provider with whom we have authorised to offer Smart Octopus;
(e) “Authorised Partner” is a bank or financial services company 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” is a company that provides mobile telecommunication services in Hong Kong that we have authorised to offer Octopus services and/or the Octopus O! ePay Service;
(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 October 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 the Float, if any, in your O! ePay Account; and (2) in your Octopus Client Funds Company, whose Articles of Association provide that its function is to hold and deal with Card Funds in accordance with these Conditions of Issue;
(k) “Friend” means another O! ePay Account Holder who has established a linkage between his/her O! ePay Account and your O! ePay Account;
(l) “Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China;
(m) “Mobile Network Operator” is a company that provides mobile telecommunication services in Hong Kong that we have authorised to offer Octopus;
(n) “Octopus” means device- and non-device-based stored value facility cards and products provided by us, including without limitation:
   (i) On-Loan Octopus;
   (ii) Sold Octopus;
   (iii) our stored value facility in Bank Co-Brand Octopus (see Condition 3.1(b)), Octopus Mobile SIM (see Condition 3.1(d)), Cross Border Octopus (see Condition 3.1(c)), Smart O! ePay Account (see Condition 3.1(e)) and other consumer items such as watches, phone covers and keyrings;
   (o) “O! ePay Account” means a network-based stored value account applied for by an O! ePay Account Holder with and approved by us in respect of the Octopus O! ePay Service;
   (p) “O! ePay Account Holder” means a holder of the O! ePay Account;
   (q) “Octopus Mobile App” means mobile applications developed and operated by us for Octopus services and/or the Octopus O! ePay Service;
   (r) “Octopus O! ePay Service” shall have the meaning ascribed to it in Condition 8A;
   (s) “P2P Payment” means person-to-person payment from one O! ePay Account to his/her Friend’s O! ePay Account;
   (t) “PSSVFO” shall have the meaning ascribed to it in Condition 2A.1;
   (u) “PSSVFPO” shall have the meaning ascribed to it in Condition 2A.1.

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

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

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

2A.3 The Octopus and SVF Deposit(s), if any, do not accrue interest or other returns.

2A.4 In compliance with PSSVFO, upon receiving SVF Deposit(s) (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 9A), as the case may be, we shall deposit such payments directly onto your Octopus and shall maintain Card Funds for the purpose of performing P2P Payments; and

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 Client Funds Company(ies) in Hong Kong.

2A.6 Subject to Condition 2A.8, we will administer the Card Funds on behalf of the Customer.

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

(a) any return of a Sold Octopus but you may not return the Sold Octopus except in the case of malfunction of the Octopus as described
(b) any return of Octopus;
(c) any interest accrued or other returns generated on Card Funds;
(d) the fees or other costs or amounts which we are allowed to charge or deduct in accordance with these Conditions of Issue;
(e) any Card Funds forfeited in accordance with Condition 15A.2.

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

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

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.

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 We offer two types of Octopus:

(a) “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;

(b) “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 a Sold Octopus except in the case of malfunction of the Octopus as described

3.2 The Octopus O! ePay Service is a mobile payment service offered to users of PSSVFO. You are not required to pay a SVF Deposit for a Sold Octopus except in the case of malfunction of the Octopus as described.
in Condition 11 or cancellation as described in Condition 12.3.

(b) A bank or financial services company authorised by us may offer you a “Bank Co-Brand Octopus”. This is a card or product issued by that bank or financial services company with banking and/or payment functionality offered by that bank or financial services company incorporating our stored value facility which can be used for making payments via Octopus payment system. Each Bank Co-Brand Octopus may have separate additional terms and conditions which you should read carefully, and you should confirm that you agree to those additional terms and conditions before use. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company concerned.

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

(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 telecommunications 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. We will inform you if your Cross Border Octopus consists of a Solid Octopus (as defined in Condition 3.1(a)) and whether or not 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.

(f) 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;

(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 those set out in these Conditions of Issue 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 any services we provide are operated with reasonable care, skill and diligence. If you discover any discrepancies in the usage of your Octopus or your O! ePay Account, as the case may be, you should contact us (see Condition 23) as soon as possible.

3.3 The funds paid by you for adding value to 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 the conditions of issue. The Octopus payment system provides you, if you are a holder of a valid Octopus (see Condition 4.4), with the ability to pay for certain goods and services using the Float where you see the Octopus acceptance logo at one of our Service Providers. The funds paid by you for adding value to the Float in your O! ePay Account, whether received by us directly or our Authorised Partner, and the funds received by you through P2P Payment or fund transfer from Registered Octopus will be credited to your O! ePay Account and made available for your use of the Octopus O! ePay Service in a timely manner according to these Conditions of Issue. The Octopus O! ePay Service provides you, if you are a genuine O! ePay Account Holder, with the ability to pay for certain goods and services using the Float where you see the acceptance logo of the Authorised O! ePay Service Provider. Only one Octopus O! ePay Service will be provided to you at any time.

3.4 Some of the Service Providers may provide you with a service, such as entry to premises, and may not make use of the payment functions of your Octopus.

3.5 A Service Provider or an Authorised Partner can be identified by their clear display of the Octopus or Octopus O! ePay Service acceptance logo, whether online, at physical locations or otherwise. Please contact the Service Provider or the Authorised Partner to which you have provided your Octopus if you are unsure that you are in fact making a payment.

3.6 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. In using their services, you are bound by the relevant regulations and by-laws. We have no responsibility for the goods and/or services provided by the Service Providers and/or the Authorised Partners and you should direct any enquiries relating to these matters to the relevant Service Provider or the Authorised Partner, as the case may be.

3.7 Under normal circumstances, we will make reasonable efforts to ensure that a bank or financial services company is operating, but we cannot guarantee that a Service Provider will be able to accept an Octopus payment as this depends on the Service Provider’s own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. Under certain circumstances, we or the Service Provider will make reasonable efforts to make available the Octopus O! ePay Service, but we make no representations, endorsements or warranties as to the reliability, efficiency or title, specification or performance of any Octopus O! ePay Service. Furthermore, we cannot guarantee that an Authorised Partner will be able to provide designated services in respect of your O! ePay Account as this depends on the Authorised Partner’s own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. Subject to Condition 10.4, we shall not be responsible for any loss or damage whatsoever incurred directly or indirectly by you as a result of or in connection with your use of Octopus service and/or Octopus O! ePay Service.

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

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

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

(a) one of our Authorised Distributors which will ask you to either buy a Solid Octopus or pay a SVF Deposit for the On-Loan Octopus (see Condition 5.1);
(b) a bank or financial services company authorised by us to issue you with a Bank Co-Brand Octopus;
(c) a Third Party Operator, which may choose to provide you with a Cross Border Octopus;
(d) a Mobile Network Operator which offers you with an Octopus Mobile SIM;
(e) any other third party authorised by us to provide you with a Solid Octopus. In this case, we will treat you as the owner of that Octopus as if you have bought that Solid Octopus;

(f) an existing holder of a valid Octopus, whether that Octopus has been bought by you or lent to you by another Octopus holder, as the new holder. In this case, we will treat you, as the new holder of such an Octopus, as the new holder and our customer for the purposes of these Conditions of Issue. By using the Octopus, you agree to be bound by the terms of Issue and these Conditions of Issue.

4.2 We do not own any:

(a) Solid 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) a Cross Border Octopus (as described in Condition 4.1(c));
(d) Octopus Mobile SIM (as described in Condition 4.1(d)); and
(e) Smart Octopus (as described in Condition 4.1(g));

but we reserve the right to manage the software and data loaded on the Octopus therein.

4.3 All On-Loan Octopus will remain our property and we retain the right to recover from you the On-Loan Octopus, as well as managing the software and data loaded on the 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 your Octopus O! ePay Account, as the case may be, you should contact us (see Condition 23) as soon as possible.

(b) 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
4.6 To use the Octopus O! ePay Service, you will need to register for an O! ePay Account (see Condition 8A).
4.7 If you suspect that your Octopus or your O! ePay Account has been used for unauthorised transactions, please contact us (see Condition 23). We may require that you provide information (including personal data) to support your claim of unauthorised transactions within a reasonable time. Upon confirmation that you have complied with Condition 9.1 and that you have unauthorised transactions in connection with your Octopus or your O! ePay Account, as the case may be, we will refund you the amount involved in such unauthorised transactions. We will charge a reasonable fee ("Unauthorised Transaction Fee") for providing this service. Our decision on the investigation is final.
4.8 To protect your interest, we will perform user authentication procedure before effecting a high-risk transaction ("High-risk Transaction") of your Octopus and/or your O! ePay Account. A High-risk Transaction is 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 Octopus to you, the Authorised Distributor will collect a deposit which will be placed with us for enabling the Octopus to be used ("SVF Deposit") from you on our behalf, which we will hold as security for your Octopus.
5.2 If we issue a Smart Octopus to you, we will collect the SVF Deposit from you, which we will hold as security for your Octopus.
5.3 The amount of the SVF Deposit we collect from you in respect of an Octopus or a Smart Octopus will be determined and announced by us from time to time to cover the cost of the Octopus or the Smart Octopus, the costs we incur in issuing you the Octopus or the Smart Octopus, the costs we incur in maintaining the Octopus Mobile Payment System for your use and for providing a negative value feature (if applicable).
6. Adding Value to your Octopus and your O! ePay Account
6.1 In order to be able to make payments using the Octopus payment system, you will need to add value to your Octopus by presenting cash or other accepted payment to an Authorised Add Value Service Provider or in the case of your Smart Octopus, by presenting accepted payment through the Authorised Mobile Payment App or if applicable, by way of the Octopus Automatic Add Value Service (see Condition 8B) or by such other means as determined and announced by us from time to time. In order to be able to use the Octopus O! ePay Service, you may need to add value to your O! ePay Account by presenting cash or other accepted payment to an Authorised Partner or by such other means as determined and announced by us from time to time. We will charge you a reasonable fee for the provision of the add value services ("Add Value Service Fee"). Authorised Add Value Service Providers and Authorised Partners will only offer to add value to your Octopus and your O! ePay Account, as the case may be, above a minimum amount, in multiples of an amount and/or any amount which will be determined and announced by us from time to time.
6.2 A genuine Authorised Add Value Service Provider or Authorised Partner will not offer you a discount to add value to your Octopus or your O! ePay Account, as the case may be, unless as part of an official promotion authorised by us, where we shall not authorize a discount if you have or give 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 will in association with the number of participating banks and financial services companies, may offer an automatic add value service ("Automatic Add Value Service") for selective Octopus. You may separately apply for Automatic Add Value Service through one of these banks or financial services companies. Each 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 we shall notify you separately. We do not agree to those additional terms and conditions before using this service. We do not accept any liability resulting from the terms and conditions issued by the financial or banking 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 limitations as we may notify you from time to time. We may also offer the Octopus O! ePay Service in association with Authorised Partners, which you may separately apply for through any 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.2 To use the Octopus O! ePay Service, you will need to register for an O! ePay Account as an O! ePay Account Holder through such channels and on such requirements as we may announce from time to time. As an O! ePay Account Holder, you may separately apply for an On-Loan Octopus and/or your O! ePay Account. A High-risk Transaction is a transaction which exceeds the per-transaction limit or aggregate total limit as announced by us from time to time.
8A.3 You understand that once you become an O! ePay Account Holder, your status as an O! ePay Account Holder ("Status") may, at your option, be hosted, shared and viewable by other O! ePay Account Holders (including Friends) through the Octopus Mobile App who have your mobile number registered under your O! ePay Account on their mobile devices. You further understand that any message, photo and/or other information (e.g., your Status ("Content") is the property of the performer from the moment it is created, and that your O! ePay Service, you shall be solely responsible for the upload, posting, dispatch, transmission, sharing or otherwise making available of the Content. We are not responsible for the confidentiality of the Content or any part thereof. By submitting the Content under the Octopus O! ePay Service, you guarantee that the Content is non-exclusive, perpetual, worldwide, royalty free, transferable licence to use, reproduce, distribute and make available the Content under the Octopus O! ePay Service, and you agree to the term that you warrant that you have the authority to grant the foregoing licence. You also grant each of O! ePay Account Holder access to your Status under the Octopus O! ePay Service, the costs of maintaining the Octopus O! ePay Service shall be of such reasonable fees, which we may notify from time to time. In the event we, in our sole and absolute discretion, are of the view that any Content is found to be or is likely to be:
(a) infringing intellectual property or rights of any third party;
(b) unlawful, obscene, defamatory, offensive or threatening;
(c) containing hostile, discriminating, disturbing message;
(d) inappropriate to any O! ePay Account Holder, users of the Octopus O! ePay Service or any third party;
in addition to other rights and remedies available, we shall be entitled to terminate your O! ePay Account immediately without notice. Upon termination of your O! ePay Account, your O! ePay Account cannot be re-activated subsequently.
8A.4 We shall only disclose the Content to satisfy a search warrant or an order by a competent court of law or a relevant regulatory body that we are required to comply with.
8A.5 You can perform P2P Payment with your Friend(s) through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. Each P2P Payment shall be subject to certain limitations, including without limitation Stored Value Limit, daily transaction limit and annual transaction limit, which we may notify you from time to time. We will charge you a reasonable fee for P2P Payment ("P2P Payment Fee").
8A.6 You can transfer fund between your O! ePay Account and Registered Octopus through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. You can add value to your O! ePay Account (see Condition 8B) through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. Fund transfer between your O! ePay Account and Registered Octopus and/or provision of add value service to your O! ePay Account shall be subject to certain limitations, including without limitation Stored Value Limit, daily transaction limit and annual transaction limit, which we may notify you from time to time.
8A.7 You can use the Float in your O! ePay Account to make payment for goods and services offered by our Authorised Partners through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time, which shall be subject to certain limitations, including without limitation daily transaction limit, which we may notify you from time to time.
8A.8 You can transfer fund from your O! ePay Account to your registered bank account maintained with a bank or financial services company through the Octopus Mobile App on mobile device(s) or through other channels as we may announce from time to time. Fund transfer from your O! ePay Account to your registered bank account shall be subject to certain limitations, including without limitation daily transaction limit, which we may notify you from time to time. We will charge you a reasonable fee for fund transfer from your O! ePay Account to your registered bank account ("Bank Account Fund Transfer Fee").
8A.9 In addition to Condition 8, we may charge you from time to time and without incurring any liability whatsoever, immediately suspend or terminate your O! ePay Account at our sole and absolute discretion if:
(a) you have transferred in or out of the O! ePay Account without satisfying any applicable laws or regulations;
(b) you have committed or you are about to commit a breach of any of the terms and conditions of this Agreement or any of the O! ePay Account, including without limitation the O! ePay Account Agreement, the O! ePay Account Terms and Conditions, the O! ePay Account Privacy Policy, the O! ePay Account Terms and Conditions, the O! ePay Account Privacy Policy, or any other applicable laws or regulations.
(c) we are of the opinion that the integrity or security of the Octopus O! ePay Service will be jeopardised or compromised by use of your O! ePay Account; or
(d) it is to comply with an order by a competent court of law, or a governmental or regulatory body, or a stock exchange.
In the event of suspension, we will lift such suspension after we are satisfied that none of the above events occurs or will occur and that the integrity and security of the Octopus O!ePay Service will not be jeopardised or compromised by your use of the Octopus O!ePay Service. Subject to Condition 15A, in the event of termination, we shall, after deducting any amounts including fees outstanding for the Octopus O!ePay Service, arrange for refund of the Float, if any, in your O!ePay Account as recorded in the system. Upon termination of your O!ePay Account, your O!ePay Account cannot be re-activated subsequently.

We shall not be responsible for any personal injury and/or property loss suffered, sustained or incurred howsoever arising out of or in connection with any inappropriate or unauthorised use of the Octopus O!ePay Service. Tampering with the data on your O! ePay Account has been compromised.

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

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

You should take good care 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. In addition to other remedies available to us, if due to your failure to take adequate precautions to prevent it from damage or being tampered with or from unauthorised use, you should take good care of your O!ePay Account to ensure proper and secure use of your O!ePay Account, including your account password protection. We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred by us as a result of your alteration, tampering with, or if we have reasonable grounds to suspect behaviour of such nature or as required by prevailing law.

If you have obtained your Octopus from any other third party as described in paragraph (a), (b) or (c) above, in your O!ePay Account, we shall arrange for refund of the Float therein, if any. You should also contact the issuing bank or financial services company, which, under normal circumstances, will offer you with a replacement Octopus Mobile SIM with or without charge;

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 On-Loan Octopus to us if:

(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, if any, we will refund to you in full except in the following situations when we will deduct a reasonable amount to cover:

(i) any negative Float on your On-Loan Octopus;
(ii) a handling fee (depending on how long we have lent you that Octopus) (\"Handling Fee\") to cover the costs incurred by us, including those charged by the Authorised Service Centre for providing this return and refund service;
(iii) the cost of any fees associated with the return and 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 your Sold Octopus and, after deducting any amounts including fees and payment outstanding for Octopus services, refund to you any Float therein that is not used or refunded. You should return your Sold Octopus to us. If you cancel your Sold Octopus, your Sold Octopus cannot be re-activated subsequently.

12.4 Your 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. In case of such cancellation, the Float therein, if any, will be refunded to you via the issuing bank or financial services company, subject to provisions of the cardholder agreement between you and the issuing bank or financial services company.

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) to request for cancellation of your On-Loan 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 or any fees associated with the use of the Octopus in your Octopus Mobile SIM, the Octopus in your Octopus Mobile SIM cannot be re-activated subsequently.

12.6A If you have provided your personal data to us at the time of issuance of your Smart Octopus and/or Octopus Mobile SIM, you agree that we may use your personal data to:

(i) negative Float on your Smart Octopus;
(ii) any outstanding payment from the Automatic Add Value Service;
(iii) the Inactive Octopus Administrative Fee as described in Condition 13.4, if applicable;
(iv) any other amounts including fees outstanding for Octopus services;
refund to you the SVF Deposit, if applicable, and the Float therein. However, we will not refund the cost or of any fees associated with your Octopus.
13. Inactive Octopus

13.1 Inactivation of your inactive Octopus

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 safety and protection, deem your Octopus to be no longer in use, and we will deactivate your Octopus. If you want to re-activate your Octopus subsequently, we will charge you a reasonable fee for the re-activation ("Reactivation Fee").

13.2 Administrative fee on your inactive “On-Loan Octopus”

(i) 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 November 2017 ("Effective Date") and have not added value to your Octopus or used your Octopus for any payment transaction for such specified period(s) of time as determined and announced by us from time to time (each, an “inactive period”), we will charge you an administrative fee ("Inactive Octopus Administrative Fee") on your inactive On-Loan Adult Octopus for each inactive period. The Inactive Octopus Administrative Fee shall be deducted from the Float, if any, and the SVF Deposit of your inactive Octopus:

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

13.3 For the purpose of Condition 13.2:

(a) the first inactive period means the later of:

(i) the period of time specified as the later your last add value transaction or your last payment transaction using your Octopus, whichever is later; or
(ii) the specified period of time immediately after the Inactive Octopus Administrative Effective Date.

(b) Subsequent inactive periods means successive 12-month periods thereafter or such specified period(s) of time as determined and announced by us from time to time.

13.4 Administrative fee on your inactive Smart Octopus

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

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

14. Personalised Octopus Service

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

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

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

14.4 Personalised Octopus enjoys strengthened protection. You should notify us immediately if your Octopus or its security is compromised in any way (see Condition 23). You may have to bear a loss resulting from unauthorized transactions of your compromised Octopus.

14.5 You should not allow your Personalised Octopus to be used by another person. If your Personalised Octopus is found in the possession of a person other than yourself, we and/or the Service Providers on our behalf, shall have the right, but are not obliged, to repossess your Personalised Octopus from such a person.

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, where you should notify the issuing bank or financial services company. We will then cancel and de-activate your Octopus. If your Octopus has been lost or stolen, we will deduct an administrative fee (“Lost Octopus Notification Fee”), the latest period of which is set out in Schedule of Fees and Guidelines, following receipt of your report. The Lost Octopus Notification Fee shall be determined and announced by us from time to time. Once cancellation of your Octopus is effected, it cannot be re-activated subsequently.

15.3 The lost Octopus service described in Condition 15.2 will protect you from the loss of the Float and any value added through the Automatic Add Value Service on your Octopus after the expiry of the Lost Octopus Notification Period. You may have to bear a loss resulting from unauthorised use of your lost Octopus before the expiry of the Lost Octopus Notification Period.

15.4 We will refund you the SVF Deposits, if applicable, and the Float, if any, on your Octopus as recorded in our system at the end of the Lost Octopus Notification Period. We will charge you a reasonable fee (“Lost Octopus Service Fee”) for providing this lost Octopus service, which (a) will be deducted from the refund of the SVF Deposit or Float on your Octopus, if any, or (b) may be payable by you.

15A. Expiry, Refunds and Determination of value on Octopus and in Octopus Account

15A.1 Any SVF Deposits and/or Float on your Octopus to be refunded to you as described in Condition 12 or Condition 15 will be paid without interest. Any Float in your Oct ePay Account to be refunded to you as described in Condition 8A or Condition 12 will be paid without interest. Any interest accrued or other returns generated (whether before, on or after the Commencement Date) on your Octopus shall belong to you. Any Float in your Octopus Account to be refunded to you as described in Condition 12.

15A.2 Any refund of the SVF Deposits and/or Float on your Octopus or Float in your Oct ePay Account which remain uncollected for a period announced by us from time to time (“Expiry Date”) will be forfeited without notice and you will have no Octopus. We will charge you a fee (“Expiry Date Fee”) for each remaining uncollected transaction or other return or liquidation of such Octopus or Oct ePay Account.

15A.3 Upon receipt of the refund, you shall be deemed to have accepted the amount thereof as being an accurate record of the amount of whatever to you, including without limitation any shortfall or error in the amount of such refund.

15A.4 In determining the SVF Deposits and/or the Float to be refunded to you, the records held by us shall be treated as conclusive evidence of the amount of the SVF Deposits and/or the Float except for any manifest error on our part.

15A.5 We are licensed by the Hong Kong Monetary Authority to provide Octopus service and the Octopus O! ePay Service to you. We provide our services with reasonable care, skills and diligence. In the unlikely event that we are unable to provide such services, we will follow our business exit plan and directions (if any) of the Hong Kong Monetary Authority.
16. Personal Information Collection Statement relating to you

(a) processing an application for our services offered to you from time to time. Purpose: You agree that your Data may be used by us for:

16.2 If you do not provide your personal data to us, we may be unable to provide you with our services, or to comply with our obligations under the Ordinance.

(b) Third Party Operator(s) under a duty of confidentiality to us;

c) any other parties which are under a duty of confidentiality to us, in order for us to maintain the normal management, operation and maintenance of the Octopus payment system, or the Octopus O! ePay Service.

(d) any agents, contractors or third party service providers which are under a duty of confidentiality to us and which provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers, debt collection agencies (in the event you owe us any money), courier, card remittance central and/or any other parties which are under a duty of confidentiality to us, in order for us to maintain the normal management, operation and maintenance of the Octopus payment system, or the Octopus O! ePay Service.

(e) Client Funds Company which is under a duty of confidentiality to us, in order for the Client Funds Company to (i) ensure that Card Funds are handled in accordance with these Conditions of Issue and PSSVFO, and (ii) manage Card Funds in case of our insolvency; or

(f) any other person under a duty of confidentiality to us including our subsidiaries, our affiliates or our business partners for the purposes outlined in Condition 16.

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 relating to 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 may request for copies of all transaction records 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 announce 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 you 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 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 management, operation and maintenance of the Octopus payment system or the Octopus O! ePay Service;

(d) our subsidiaries and/or affiliates which owe a duty of confidentiality to us, in order for us to maintain the normal management, operation and maintenance of the Octopus payment system or the Octopus O! ePay Service.

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 You may amend the 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 the fees and charges and the liabilities and obligations of you and us.

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 Service 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. Any third party may not assign any of its rights under these Conditions of Issue, or 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 laws and regulations (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 create 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.