

With effect from 13 November 2016, the Terms and Conditions of Octopus O! ePay will be updated and combined with the Conditions of Issue of Octopus. Click [here](#) to read the updated version.



Terms and Conditions of Octopus O! ePay

YOUR ATTENTION IS DRAWN TO THE PERSONAL INFORMATION COLLECTION STATEMENT IN CONDITION 11

1. Terms and Conditions of Octopus O! ePay

These Terms and Conditions of Octopus O! ePay (these “Terms and Conditions”) are effective from 19 April 2016 and are only applicable to customers applying for and using the service of Octopus O! ePay (“O! ePay”).

2. Introduction

2.1 These Terms and Conditions are a contract between you, the user of our O! ePay Service (whether as an *Octopus* Holder or as an O! ePay Account Holder), and us, Octopus Cards Limited (“OCL”, “We”, “our”, “us”), the issuer of Octopus cards or products, which we will refer to as *Octopus* below, and the operator of our O! ePay Service. Please read and understand these Terms and Conditions and the Conditions of Issue prior to your application and use of the O! ePay Service. By using O! ePay Service, you agree to be bound by these Terms and Conditions.

2.2 These Terms and Conditions explain our obligations to you and yours to us. While they apply to all O! ePay Service, 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 Terms and Conditions which we should explain

- (a) “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;
- (b) “Conditions of Issue” means the Conditions of Issue of Octopus published by us as amended from time to time;
- (c) “Friend” means the holder of another O! ePay Account who has established a linkage between his/her O! ePay Account and your O! ePay Account for the purpose of performing P2P Payment;
- (d) “Octopus Automatic Add Value Agreement” means the Octopus Automatic Add-Value Agreement published by us as amended from time to time;
- (e) “O! ePay Account” means a network-based stored value account applied by an O! ePay Account Holder with and approved by OCL in respect of the O! ePay Service;
- (f) “O! ePay Account Holder” means a holder of the O! ePay Account;
- (g) “O! ePay App” means the mobile application developed and operated by OCL for O! ePay Service;
- (h) “O! ePay Service” means the service whereby an O! ePay Account Holder can (i) perform P2P Payment, (ii) transfer fund between his or her O! ePay Account and Registered *Octopus*, (iii) add value to an O! ePay Account through the Authorised Partner, and (iv) perform such services as may be announced by us from time to time;
- (i) “P2P Payment” means person-to-person payment from one O! ePay Account to his or her Friend’s O! ePay Account;
- (j) “Registered *Octopus*” means selective *Octopus* that can be registered for the purpose of making fund transfer with your O! ePay Account.

3. General

3.1 We will endeavour to provide the O! ePay Service with reasonable care and skill, but we make no representations, endorsements or warranties as to the reliability, availability, title, suitability or any kind whatsoever and we shall not be responsible for any loss or damage incurred directly or indirectly by you as a result of your use of the O! ePay Service. Further, 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 system and operation as well as network, electrical, climatic and other conditions or circumstances which are beyond our control.

- 3.2 If you discover any discrepancies in the usage of your O! ePay Account, you should immediately contact us.
- 3.3 Use of your O! ePay Account may be subject to certain limitations, including maximum amount of account limit and aggregated transaction limit, as we may notify you from time to time.
- 3.4 We reserve the right to charge reasonable fee(s) for use of O! ePay Service. Such fees are listed in "Schedule of Fees and Guidelines relating to use of Octopus O! ePay" published by us as amended from time to time, which can be obtained from us or downloaded from our website at www.octopus.com.hk.
- 3.5 Once processed, a transaction instruction in respect of the O! ePay Service shall be irreversible and irrevocable.
- 3.6 In the absence of any manifest error, OCL's record of any transaction relating to the O! ePay Service shall be final, conclusive and binding on you.
- 3.7 We reserve the right to approve or reject any application for O! ePay Account at our sole and absolute discretion.
- 3.8 We reserve the right to suspend or terminate the whole or any part of the O! ePay Service (including your O! ePay Account) without specifying the reason and without any liability, but we will take reasonable steps to minimise any inconvenience caused to you.
- 3.9 You agree to be bound by the Conditions of Issue and, where applicable, the Octopus Automatic Add Value Agreement and unless stated otherwise, use of defined terms in these Terms and Conditions shall have the same meaning in the Conditions of Issue or the Octopus Automatic Add Value Agreement, as the case may be. If there is any conflict between (a) these Terms and Conditions, and (b) the Conditions of Issue and/or the Octopus Automatic Add Value Agreement, these Terms and Conditions shall prevail.
- 3.10 The O! ePay Account Holder shall be liable for all amounts due to us through the use of the O! ePay Service. We may deduct any amount owed by you to us, including fees outstanding for the O! ePay Service. If your account balance is not sufficient to pay the amount of money due to us, we shall be entitled to, in addition to other remedies available, set off against any available fund the amount due to us from you.

4. **Applying for your O! ePay Account**

- 4.1 To use the O! ePay Service, you will need to register for an O! ePay Account through such channels as we may announce from time to time.
- 4.2 As an O! ePay Account Holder, you warrant that:
 - (a) you have attained the minimum age requirement as may be announced by us from time to time;
 - (b) you are a holder of the Hong Kong Identity Card issued in the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong");
 - (c) you are using your actual identity;
 - (d) any information you provide, including your personal particulars, is accurate, complete and up-to-date;
 - (e) you shall promptly update the information (including personal particulars) to ensure that any information provided to us is accurate, complete and up-to-date at all times.

- 4.3 If you refuse to provide the requested information or the information provided by you is untrue, inaccurate or incomplete, we may not be able to provide you with our service you request.
- 4.4 Your O! ePay Account is not transferrable. You can only register for ONE O! ePay Account at any one time.
- 4.5 You acknowledge that you are solely responsible for the proper use of your O! ePay Account, including your password protection.
- 4.6 You undertake to immediately notify us when you become aware of any suspicious activities in respect of your O! ePay Account or any breach of security. In the absence of fraud, negligence or default on your part, you shall not be liable for any proven unauthorised transaction in respect of the O! ePay Service.
- 4.7 You shall indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses (including all reasonable legal expenses) which may be taken against us or which we may suffer, sustain or incur (as the case may be) howsoever arising out of or in connection with any inappropriate or unauthorised use of the O! ePay Service.

5. **Authorised Partner**

- 5.1 We, in association with Authorised Partner, may offer certain services in respect of the O! ePay Service, including add value service and P2P Payment in respect of your O! ePay Account, which you may be required to separately register through such Authorised Partner. The service offered by such Authorised Partner may have separate, additional terms and conditions which you should read carefully, and you should confirm with such Authorised Partner that you agree to these separate, additional terms and conditions before using their service. Such separate, additional terms and conditions are between you and such Authorised Partner and under no circumstance shall we be liable for any matters between you and Authorised Partner.
- 5.2 Only an Authorised Partner is authorised by OCL to provide designated service(s) in respect of O! ePay Service. We will not honour any transaction by any unauthorised service provider, or any transaction conducted through unlawful means.

6. **Using your O! ePay Account**

- 6.1 You shall not use your O! ePay Account in ways not explicitly authorised by us.
- 6.2 You shall not do anything to exploit or interfere with your O! ePay Account or disrupt other users of the O! ePay Service. In particular, you shall not use or launch any automated system, including robots, load testers, or spiders, to access the O! ePay Account or use the O! ePay Service.
- 6.3 We will ask you to co-operate with us and, if appropriate, the police, in any investigation respect of your O! ePay Account if it is being tampered with or if we have reasonable grounds to suspect behaviour of such nature or as required by prevailing law.
- 6.4 You understand that once you become an O! ePay Account Holder, your status (including your masked name or display name) showing you as an O! ePay Account Holder (the "Status") may, at your option be hosted, shared and viewable by other O! ePay Account Holders (including Friends) through O! ePay 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) (the "Content") is the property of the person from which such Content is originated. As such, by using the O! ePay Service, you shall be solely responsible for the upload, posting, dispatch, transmission, sharing or otherwise making available of the Content, whether in whole or in part, through your O! ePay Account and the consequence of uploading,

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 O! ePay Service, you, and you warrant that you have the authority to, grant us a non-exclusive, perpetual, worldwide, royalty free, transferrable licence to use, reproduce, distribute and make available the Content under the O! ePay Service in any and all media and manner. You also grant each O! ePay Account Holder to access your Status under the O! ePay Service and each Friend to access the Content under the O! ePay Service. 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 rights or rights of any third party;
- (b) unlawful, obscene, defamatory, offensive or threatening;
- (c) containing hostile, discriminating, disturbing message; or
- (d) inappropriate or insulting to any O! ePay Account Holders, users of the O! ePay Service or any third party;

in addition to other remedies available, we shall be entitled, at our sole option, to terminate your O! ePay Account immediately without notice.

- 6.5 We will 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.

7. P2P Payment using O! ePay Account

- 7.1 You may perform P2P Payment with your Friend(s) through O! ePay App on mobile device(s) or through other channels as we may announce from time to time.

- 7.2 Each P2P Payment shall be subject to certain limitations, including maximum amount and aggregated transaction limit for each O! ePay Account, which we may notify you from time to time.

- 7.3 We may charge you a reasonable fee for the P2P Payment as we may announce from time to time. Further details are set out in our “Schedules of Fees and Guidelines relating to use of Octopus O! ePay”, which can be obtained from our website at www.octopus.com.hk.

8. Fund Transfer between Registered Octopus and O! ePay Account

- 8.1 You may transfer fund between your O! ePay Account and Registered *Octopus* through O! ePay App on mobile device(s) or through other channels as we may notify you from time to time.

- 8.2 Fund transfer between your O! ePay Account and Registered *Octopus* shall be subject to certain limitations, including maximum amount of account limit of O! ePay Account, maximum stored value on the Registered *Octopus*, which we may notify you from time to time.

9. Cancellation of your O! ePay Account

- 9.1 You may apply for cancellation of your O! ePay Account at any time through such channels and in such manner as we may announce from time to time. We will, after deducting any amounts including fees outstanding for the O! ePay Service, arrange refund (without interest) of the account balance, if any, in your O! ePay Account as recorded in our system. Upon cancellation of your O! ePay Account, it cannot be re-activated.

- 9.2 If an O! ePay Account Holder has become deceased, the executor or personal representative of the deceased O! ePay Account Holder may apply for cancellation and refund (without interest) of the account balance in the O! ePay Account of the deceased O! ePay Account Holder.

- 9.3 We reserve the right to charge you a reasonable administrative fee for the cancellation of your O! ePay Account. Further details are set out in our “Schedules of Fees and

Guidelines relating to use of Octopus O! ePay”, which can be obtained from our website at www.octopus.com.hk.

10. Suspension and termination of your O! ePay Account

10.1 In addition to Conditions 3.8 and 6.4, we may, at any time and without incurring any liability whatsoever, immediately suspend or terminate use of your O! ePay Account at our sole and absolute discretion if:

- (a) you have violated or you are about to violate any applicable laws or regulations; or
- (b) you have committed or you are about to commit a breach of any of these Terms and Conditions; or
- (c) we are of the opinion that the integrity or security of the O! ePay Service will be jeopardised or compromised by use of your O! ePay Account; or
- (d) this is to comply with an order by a competent court of law, or a governmental or regulatory body, or a stock exchange.

We will lift any such suspension after we are satisfied that none of the above events occurs or will occur and that the integrity and security of the O! ePay Service will not be jeopardised or compromised by use of your O! ePay Account. In the event of termination, we will, after deducting any amounts including fees outstanding for the O! ePay Service, arrange refund (without interest) of the account balance, if any, in your O! ePay Account as recorded in our system.

10.2 In addition to Condition 10.1, if there are insufficient funds in your O! ePay Account to settle any amounts including fees outstanding for the O! ePay Service, we shall be entitled to, in addition to other remedies available, terminate your O! ePay Account immediately without notice.

10.3 Upon termination of your O! ePay Account, it cannot be re-activated.

10.4 In determining the account balance to be refunded to you, the records held by us shall be treated as conclusive evidence of the amount of the remaining balance except for any manifest error.

11. Personal Information Collection Statement relating to you (this “Notice”) in accordance with the Personal Data (Privacy) Ordinance (the “Ordinance”)

11.1 The Ordinance governs the collection, holding, processing and use of your personal data and other information excluding any Content, that we may collect from time to time (the “Data”). The Data shall include transactional records (meaning the transaction data which we receive during the operation of the O! ePay Service and/or from other channels in respect of the use of your O! ePay Account) to the extent that those transactional records are “personal data” as defined under section 2(1) of the Ordinance. This Data is to enable us to provide O! ePay Service and other related services to you. Further information is set out in our Privacy Policy located at www.octopus.com.hk and this Notice is the basis upon which we collect, hold, process and use the Data.

11.2 If you do not provide your personal data to us, we may be unable to provide you with some of our services you request.

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

- (a) processing an application for our services offered to you from time to time;
- (b) conducting customer due diligence as required by law;
- (c) management, operation and maintenance of the O! ePay Service, including audit, and exercising our and your rights under these Terms and Conditions;
- (d) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);

- (e) communication by us to you;
 - (f) investigation of complaints or suspected suspicious transactions, and research for service improvement;
 - (g) prevention or detection of crime, including money laundering, terrorist financing or other criminal activities; and
 - (h) disclosure as required by law, rules, regulations, codes or guidelines.
- 11.4 Transfer/Disclose: Your Data will be kept confidential by us, but you agree that for the purposes set out in Condition 11.3, we may transfer or disclose such Data to the following parties within Hong Kong) (except that the parties set out in Condition 11.4(a) below may be located outside Hong Kong):
- (a) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers, debt collection agencies (in the event you owe us any money), gift redemption centres or data entry companies);
 - (b) Friend(s) as selected by you;
 - (c) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and
 - (d) any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries and/or affiliates are under a binding obligation to satisfy a legally enforceable demand for disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.
- 11.5 Access: You have the right to:
- (a) check whether we hold your Data and to have access to that Data;
 - (b) require us to correct any Data which is inaccurate; and
 - (c) ascertain our policies and practices in relation to the Data and to be informed of the kind of Data held by us.
- 11.6 We reserve the right to charge you a reasonable fee for complying with any request for access to your Data. Further details are set out in our “Schedule of Fees and Guideline relating to use of Octopus O! ePay”, which can be obtained from our website at www.octopus.com.hk.
- 11.7 Any Data access request should be made in writing to:
- The Data Protection Officer
 Octopus Cards Limited
 46/F, Manhattan Place
 23 Wang Tai Road
 Kowloon Bay
 Kowloon
 Hong Kong
 Email: dpo@octopus.com.hk
- 11.8 Nothing in this Notice shall limit your rights under the Ordinance.

12. Transaction Records

- 12.1 The transaction records of your O! ePay Account will be kept safely by us. Transaction records mean all the transaction data which we receive during the operation of the O! ePay Service and/or from other channels in respect of your use of the O! ePay Service. We will only disclose any of your transaction records to:
- (a) the relevant Authorised Partner who 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;

- (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 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, payment, data processing or other services to us in connection with the operation with the business; or
 - (e) any other person under a duty of confidentiality to us including our subsidiaries, our affiliates or our business parties for the purposes outlined in Condition 11.
- 12.2 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.
- 12.3 We reserve the right to charge you a reasonable fee for providing printed copies of the monthly statement of your O! ePay Account up to such period of time as we may announce from time to time. Such fees are listed in the “Schedule of Fees and Guidelines relating to use of Octopus O! ePay”.
- 13. New Services**
We may provide you with new services associated with your 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.
- 14. Fees and Charges**
Our fees and charges are available on our website. For details, please refer to our “Schedule of Fees and Guidelines relating to use of Octopus O! ePay”, 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.
- 15. Intellectual Property**
- 15.1 Save for the Content, you acknowledge that all intellectual property rights and confidential information relating to the existence or creation of any data or information in respect of the O! ePay Service shall belong to and vest in us absolutely.
- 15.2 Nothing in the O! ePay Service shall be deemed to confer any right or licence to any intellectual property rights or confidential information on you.
- 16. Electronic Communications**
- 16.1 Unless stated otherwise, all communications (each, “communication”) issued by us under these Terms and Conditions shall be sent to you through the O! ePay App or your mobile number registered for SMS (short messaging service) or other electronic means as we may notify you from time to time.
- 16.2 Every communication shall be deemed to have been received by you upon dispatch. We shall not be responsible for communication not received or lost in the network or any other means.
- 17. Changes in these Terms and Conditions**
- 17.1 We may amend these Terms and Conditions by publishing a notice of the change(s) on our website www.octopus.com.hk or such channel(s) as may be announced by us from time to time before such change(s).
- 17.2 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 above channels as stated in Condition 17.1.

17.3 If you use the O! ePay Service after the change(s) to these Terms and Conditions shall have taken effect, such change(s) shall be deemed to have been accepted by you.

18. Rights of Third Parties

These Terms and Conditions 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 Terms and Conditions 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, but not limited to, the Contracts (Rights of Third Parties) Ordinance) in connection with these Terms and Conditions is hereby expressly excluded.

19. English Version Prevails

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

20. Governing Law

These Terms and Conditions shall be governed by the laws of Hong Kong.