

Terms of Use

You must read these Terms of Use ("Terms of Use") as set out below carefully. By using this application ("Octopus App") operated by Octopus Cards Limited ("OCL") and the content, information and materials available through this Octopus App, you agree to be bound by these Terms of Use. These Terms of Use are to be read together with the Conditions of Issue of Octopus published by OCL (as amended from time to time by OCL) (the "Conditions of Issue") and posted on official website at www.octopus.com.hk in respect of matters relating to Octopus and/or Octopus Wallet Service, and the Terms and Conditions for Octopus Rewards Programme published by Octopus Rewards Limited ("ORL"), an affiliated company of OCL (as amended from time to time) and posted on official website at www.octopus.com.hk in respect of matters relating to your membership under the Octopus Rewards Programme, a loyalty programme operated by ORL. OCL reserves the right to amend these Terms of Use at any time without notice and your use of this application following any such amendments constitutes your agreement to be bound by these Terms of Use as amended.

Content

The content, information and materials contained in this Octopus App are proprietary in nature and may be owned by OCL (including matters relating to *Octopus* and/or Octopus Wallet Service), OCL's affiliates (including ORL in respect of its Octopus Rewards Programme) or third party providers, as the case may be.

Intellectual Property Rights

The trade marks, logos, copyright and any intellectual property rights, proprietary or other rights of the content or information available on or through this Octopus App are owned by OCL or OCL's affiliated companies, or third party providers. No part of the content, information or otherwise available on or through this Octopus App may be modified, reproduced, stored in a retrieval system, transmitted, copied, distributed or used in any other way or for any purpose without the prior written consent of OCL or the relevant intellectual property owner.

No Warranties

The content, information or otherwise contained in this Octopus App is provided on an "as is" and "as available" basis. OCL makes no express or implied warranty, representation or endorsement whatsoever with respect to Octopus App and/or any of the content, information, goods and services or otherwise provided through this Octopus App. OCL does not warrant that this Octopus App will be uninterrupted, virus free or error free. Your use of this Octopus App and content, information or otherwise contained in this Octopus App is entirely at your risk. You are solely responsible for providing adequate protection and backup of your data and/or equipment. In particular, OCL does not make any express or implied warranty as to the reliability, functionality, availability, non-infringement of any intellectual property, proprietary or other rights, security, accuracy, completeness, fitness for any particular purpose or freedom from computer viruses in connection with this Octopus App, and any such content, information or otherwise provided through this Octopus App. In no event shall OCL or any of its affiliated companies be held responsible for any claim, loss, damage, costs and expenses whatsoever, whether direct or indirect, arising out of or in connection with the downloading or use of this Octopus App and/or the content or information or goods and services or otherwise provided through this Octopus App, whether in contract (including intentional breaches), tort (including negligence) or otherwise, even if OCL or any of its affiliated companies has been informed of the possibility of such damage.

Provision of Information

In respect of matters relating to *Octopus*, OCL may require you to provide OCL your registered Octopus number, or in some cases, registered partial Octopus number, and, as the case may be, Android ID (Android's device identification number) or identifierForVendor (vendor identifier on iOS device) of your mobile device, for authentication and provision of your

requested enquiry or, where applicable, your requested service offered through this Octopus App related to *Octopus*. You will also be required to provide your partial identification document number and date of birth so as to activate your AAVS (Octopus Automatic Add Value Service).

In respect of matters relating to Octopus Wallet Service, OCL may require you to provide information and document in accordance with the Conditions of Issue. Please refer to the Conditions of Issue for details about the purposes of collection, use, disclosure and transfer of the prescribed information.

In respect of matters relating to your membership under the Octopus Rewards Programme, ORL may require you to provide your Membership Octopus number for verification or, where applicable, your requested service offered through this Octopus App related to your membership under the Octopus Rewards Programme.

OCL may record the enquiry or the related information such as the date, time and, registered Octopus number and Android ID or identifierForVendor (as the case may be) for provision of customer service, including, where applicable, incomplete transaction enquiries, refund, OCL's mobile/online payment services and AAVS activation service through this Octopus App.

OCL may collect and record your registered Octopus number, Android ID or identiferForVendor (as the case may be), notification identification number of your mobile device, and the SIM (subscriber identity module) card identification number of your mobile device so as to provide customer notification service or notification of account activities through this Octopus App.

Except as expressly stated for Octopus Wallet Service and under "Provision of Information – Public Transport Fare Subsidy Scheme" below, (a) no information collected through this Octopus App by OCL shall include any name or address information that will enable OCL to identify you, and (b) no personal data will be collected by OCL through this Octopus App.

To improve your experience with us relating to this Octopus App, OCL may use analytics tool to analyse how you interact with this Octopus App. These data generated and collected are anonymous and aggregated, and contain no name or address information or any information that will enable anyone to contact you via telephone, email or any other means. Other data such as IP (internet protocol) address may be collected during the use of this Octopus App, which will be handled in accordance with OCL's Privacy Policy at http://www.octopus.com.hk/web09_include/_document/en/privacy_policy_octopus.pdf and Conditions of Issue. For details of the analytic tools used, please click https://www.octopus.com.hk/web09_include/_document/en/privacy_policy_octopus.pdf and Conditions of Issue. For details of the analytic tools used, please click https://www.octopus.com.hk/web09_include/_document/en/privacy_policy_octopus.pdf and

Provision of Information – Public Transport Fare Subsidy Scheme

The Public Transport Fare Subsidy Scheme (the "Scheme") is introduced and operated by the Government of the Hong Kong Special Administrative Region of the People's Republic of China (the "Government"). In respect of public transport expenses and subsidy enquiry service, application for transferring record of public transport expenses and uncollected subsidy amount and subsidy collection service as provided by OCL for the benefit of the Scheme, OCL may require you to provide your registered Octopus number, your email address, your identification document number, date of birth, as the case may be, for authentication and provision of your requested service offered for the Scheme through this Octopus App.

Cookies

This Octopus App may provide links to website of OCL or OCL's affiliated companies, or third party(ies). Cookies may be used from time to time when browsing webpages. Please refer to respective notices for the use of cookies as posted in relevant webpages.

Advertisements

This Octopus App may display advertisements from OCL or OCL's affiliated companies (including ORL), or third parties. These advertisements are provided to you on a random basis. None of these third parties shall have any access to your information provided to OCL through this Octopus App. If you access any of the advertisements from third parties on this Octopus App, you will be directed to such third party's websites. OCL cannot control and shall not be responsible for the advertising content, and accepts no liability in respect of any information, material and/or content in relation to and/or any goods and services offered through any of such advertisements and/or privacy practices of such third party(ies).

Others

The information contained herein describes our current practice with respect to this particular service. The information may change as OCL revises this service by adding or removing features or using different service providers.

Governing version

OCL has provided a Chinese language translation of these Terms of Use for reference only. If there is any inconsistency or discrepancy between the English version and any Chinese version(s), the English version shall prevail.

Governing Law

These Terms of Use shall be governed by the laws of Hong Kong. You and OCL 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 Terms of Use, its subject matter or formation.

Rights of Third Parties

No person other than you and OCL will have any right to enforce these Terms of Use.