



Additional Terms and Conditions Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service in respect of Automatic Add Value Service (via FPS)

(Effective from 20 September 2024)

YOUR ATTENTION IS DRAWN TO CLAUSE 9 REGARDING THE PERSONAL INFORMATION COLLECTION STATEMENT FOR AUTOMATIC ADD VALUE SERVICE (VIA FPS)

These additional terms and conditions (these “**Additional Terms and Conditions**”) is supplemental to the Terms and Conditions Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service (the “**Terms and Conditions**”), and is only applicable to selective Octopus that are enabled with the Automatic Add Value Service (via FPS). These Additional Terms and Conditions are to be read in conjunction with the Terms and Conditions and the Conditions of Issue of Octopus (the “**Conditions**”) (published by Octopus Cards Limited (“**OCL**”, “**we**” or “**us**”) as amended from time to time) and be deemed to constitute one single instrument, as varied and amended from time to time in accordance with the Terms and Conditions. If there is any inconsistency between the provisions of these Additional Terms and Conditions and the Terms and Conditions, these Additional Terms and Conditions will prevail.

Please read these Additional Terms and Conditions carefully before you use the Automatic Add Value Service (via FPS). By using the Automatic Add Value Service (via FPS), you are deemed to have read and understood, and agree to be bound by these Additional Terms and Conditions.

1. Definitions

1.1. Unless the context otherwise requires, terms and expressions defined in the Conditions and the Terms and Conditions shall have the same meanings when used in these Additional Terms and Conditions.

1.2. In these Additional Terms and Conditions:

“**Automatic Add Value Service (via FPS)**”, or “**AAVS (via FPS)**” means the service whereby we will automatically add a certain amount of value (as determined by us from time to time) to the Float on the Eligible Octopus through the Octopus Wallet if the Float stored on such Octopus has reached a certain minimum level as determined by us from time to time;

“**Eligible Octopus**” refers to selective Octopus, currently Mobile Octopus or such designated type(s) of Octopus as announced by OCL from time to time that can be used in the Automatic Add Value Service (via FPS);

“**Eligible Octopus Holder**” means the holder of the Eligible Octopus;

“**FPS AAVS Account**” means the Designated Bank Account to which the Automatic Add Value Service (via FPS) is linked, as defined or specified in the relevant FPS AAVS Application or such other account as notified to us by the Designated Bank or by the FPS AAVS Account Holder from time to time;

“**FPS AAVS Account Holder**” means the Octopus Wallet Holder who is the holder of the FPS AAVS Account;

“**FPS AAVS Amount**” means the amount of value for each FPS AAVS DDI, which OCL

shall be entitled at its sole discretion to limit the amount of value in any single day or during any period;

"FPS AAVS Application" means an application for the Automatic Add Value Service (via FPS) submitted via Octopus Mobile App or other designated channels as advised by us from time to time;

"FPS AAVS Direct Debit Instruction" or **"FPS AAVS DDI"** means a fund transfer instruction requested by us to transfer the FPS AAVS Amount from the FPS AAVS Account to the Eligible Octopus through the Octopus Wallet upon each successful FPS AAVS transaction to the Float on the Eligible Octopus;

"FPS AAVS Direct Debit Authorisation" or **"FPS AAVS DDA"** means the authorisation set up by the FPS AAVS Account Holder through his/her Octopus Wallet authorising OCL to instruct his/her Designated Bank directly or through our Authorised Partner to transfer fund from such FPS AAVS Account to the Eligible Octopus through such Octopus Wallet in accordance with the relevant FPS AAVS DDI;

"FPS Automatic Add Value Service Required Information" means such information as may be required by OCL to provide the Automatic Add Value Service (via FPS) to you, including, without limitation:

- (a) the identification document number (that is, Hong Kong identity card number, or passport number) of the FPS AAVS Account Holder;
- (b) name of the FPS AAVS Account;
- (c) bank name and bank account number of the FPS AAVS Account;
- (d) registered name under the Octopus Wallet;
- (e) Octopus Wallet number;
- (f) Proxy ID;
- (g) registered name of the Eligible Octopus Holder;
- (h) Eligible Octopus number; and
- (i) such other information as we may notify you from time to time;

and

"FPS AAVS Top-up Limit" refers to a one-time provision of negative value of an amount as announced by OCL from time to time, currently HK\$500, on a single occasion to enable the Eligible Octopus with insufficient fund for an intended transaction to still be used for such transaction.

1.3 In the event that the FPS AAVS Account Holder and the Eligible Octopus Holder are different persons, the FPS AAVS Account Holder and the Eligible Octopus Holder shall be jointly and severally liable to us under these Additional Terms and Conditions, including, but not limited to, in respect of all value added to the Float on the Eligible Octopus by the Automatic Add Value Service (via FPS), unless the Eligible Octopus Holder is a minor or otherwise does not have the full legal capacity, in which case, the parent or the guardian of such Eligible Octopus Holder and the FPS AAVS Account Holder shall be jointly and severally liable to us.

1.4 The Eligible Octopus Holder agrees to be bound by the Conditions of Issue and unless stated otherwise, use of defined terms in these Additional Terms and Conditions shall have the same meaning in the Conditions of Issue. If there is any conflict between this Additional Terms and Conditions and the Conditions of Issue, these Additional Terms and Conditions shall prevail.

2. Requirements/Eligibility

- 2.1. To use the FPS AAVS, the FPS AAVS Account Holder is required to have a valid FPS AAVS Account. A certain amount of value (as determined by us from time to time) will automatically be added to the Float on the Eligible Octopus via your Octopus Wallet if the Float stored on the Eligible Octopus has reached a certain minimum level as determined by us from time to time.
- 2.2. We shall be entitled to charge the FPS AAVS Account Holder and/or the Eligible Octopus Holder a fee for the FPS AAVS Application. The fee will be determined and announced by us from time to time.
- 2.3. The Automatic Add Value Service (via FPS) is available to any Eligible Octopus Holder over a minimum age which we will announce from time to time. However, in exceptional cases, we reserve the right to reject any FPS AAVS Application without giving any reason.
- 2.4. The Eligible Octopus Holder must not transfer his/her Eligible Octopus to another person once the Automatic Add Value Service (via FPS) has been applied for and has not been cancelled in respect of such Octopus.
- 2.5. The FPS AAVS Account Holder will need to enable push notification setting on his/her mobile device in order for OCL to send push notification to him/her regarding the Automatic Add Value Service (via FPS), including the set up of FPS AAVS DDA.
- 2.6. The Automatic Add Value Service (via FPS) will be suspended immediately if there is any outstanding payment of the FPS AAVS Top-up Limit.
- 2.7. Without prejudice to any of the foregoing, under normal circumstances, we will make reasonable efforts to make available the Automatic Add Value Service (via FPS), but we make no representations, endorsements or warranties as to the reliability, availability, title, suitability or any kind whatsoever. Further, we cannot guarantee that the Designated Bank will be able to provide the designated services in respect of the Automatic Add Value Service (via FPS), as this depends on the Designated Banks' own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. We shall not be responsible for any loss or damage whatsoever incurred directly or indirectly by the FPS AAVS Account Holder, Eligible Octopus Holder and/or any person whatsoever as a result of or in connection with the use of the Automatic Add Value Service (via FPS).
- 2.8. We reserve the right to recover, cancel or terminate, or suspend the whole or any part of the Automatic Add Value Service (via FPS), without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.
- 2.9. You should ensure that the Eligible Octopus, Octopus Wallet and FPS AAVS Account shall remain valid at all times throughout the use of the Automatic Add Value Service (via FPS).
- 2.10. We shall not be liable for any fees or charges that an Authorised Partner or Designated Bank may impose on the FPS AAVS Account Holder and the same shall be borne by the FPS AAVS Account Holder.
- 2.11. We shall take reasonable steps to ensure that our records of the transactions relating to the Eligible Octopus are true and accurate. Our records shall be conclusive evidence of the value added to the Float on the Eligible Octopus by means of the Automatic Add Value Service (via FPS) and of any amounts due from the FPS AAVS Account Holder and/or the Eligible Octopus Holder to us except for any manifest error on our part.
- 2.12. All FPS AAVS transactions will be shown in the Octopus Wallet Monthly Statement. You

can also check by calling Octopus Customer Service Hotline at (852) 2266 2222 or through such other means as announced by OCL from time to time.

3. FPS AAVS Transaction and FPS AAVS Top-up Limit

- 3.1. Once the FPS AAVS DDI is submitted to your Designated Bank, the amount will be deducted from your FPS AAVS Account, which is non-refundable and irreversible.
- 3.2. It is your sole responsibility to ensure you have sufficient fund in your FPS AAVS Account to effect the FPS AAVS transaction. In the event of insufficient fund in your FPS AAVS Account to effect a FPS AAVS transaction, such FPS AAVS transaction may still be effected through the provision of the FPS AAVS Top-up Limit provided that there is no outstanding payment of the FPS AAVS Top-up Limit. The FPS AAVS Top-up Limit is provided by OCL at its sole and absolute discretion, which OCL may announce from time to time.
- 3.3. Any amount of the FPS AAVS Top-up Limit used in a FPS AAVS DDI shall become immediately due and payable. In the event any amount of the FPS AAVS Top-up Limit remains outstanding for 5 days or another period which will be determined and announced by us from time to time, that beginning on the date of the notification in respect of use of the FPS AAVS Top-up Limit through Octopus Mobile App, without prejudice to other rights and remedies available to OCL, your Automatic Add Value Service (via FPS) will be suspended until full settlement of all outstanding amount.
- 3.4. You may receive a payment reminder from us via SMS and/or push notification through Octopus Mobile App and/or email in respect of your use of the FPS AAVS Top-up Limit.
- 3.5. We reserve the right to charge the FPS AAVS Account Holder and/or the Eligible Octopus Holder a reasonable fee for providing Automatic Add Value Service (via FPS).

4. Cancellation of Automatic Add Value Service (via FPS)

- 4.1. The FPS AAVS Account Holder and/or the Eligible Octopus Holder may apply for the cancellation of the Automatic Add Value Service (via FPS) through Octopus Mobile App. If Automatic Add Value Service (via FPS) on the Eligible Octopus is not disabled according to our instructions, we shall be entitled to immediately cancel the Eligible Octopus and Automatic Add Value Service (via FPS), and forfeit the SVF Deposit, if applicable, without further notice to the FPS AAVS Account Holder or the Eligible Octopus Holder. Once the cancellation of the Eligible Octopus is effected, it cannot be re-activated subsequently.
- 4.2. If settlement of FPS AAVS Top-up Limit remains outstanding, you cannot cancel FPS AAVS until full settlement of all outstanding amount.
- 4.3. We reserve the right to charge the FPS AAVS Account Holder and/or the Eligible Octopus Holder a reasonable administration fee for the cancellation of Automatic Add Value Service (via FPS).

5. Indemnity

- 5.1. The FPS AAVS Account Holder and the Eligible Octopus Holder shall jointly and severally 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 the use of the Automatic Add Value Service (via FPS) unless the same were caused by any manifest error on our part.

6. Risks and Liabilities

- 6.1. If, except for any manifest error on our part, the Designated Bank transfers from the FPS AAVS Account to us an amount greater than the actual amount due from the FPS AAVS Account Holder and/or the Eligible Octopus Holder to us, we shall not be liable for any loss or damage arising therefrom. Subject to Clause 10 below, we shall only be liable to refund the amount in excess to the FPS AAVS Account Holder.
- 6.2. Subject to Clause 6.1 above, we shall not be liable for any act, conduct, omission or negligence of the Designated Bank or its employees or agents unless the same is done or omitted to be done in accordance with the specific instructions from us.
- 6.3. We shall be entitled to take such action as we think fit for the purpose of enforcing or exercising our rights under this Agreement, and the FPS AAVS Account Holder and the Eligible Octopus Holder shall be jointly and severally liable to indemnify us in full for all reasonable costs and expenses incurred by us in respect of any such actions including all reasonable legal charges and expenses.
- 6.4. We shall be entitled to employ any persons or companies for the purpose of enforcing or exercising our rights under this Agreement and, except in the case of debt collection agencies, shall not be liable or responsible for any act, conduct, omission or negligence of such persons or companies or their employees unless the same is done or omitted to be done in accordance with the specific instructions from us.
- 6.5. We shall be entitled to assign or otherwise transfer any debts due to us from the FPS AAVS Account Holder and/or the Eligible Octopus Holder to any persons or companies ("Assignees"), and provided that we comply with all applicable laws, regulations and codes of practice in respect of such assignment(s) in force at the time of the assignment(s), we shall not be liable for actions taken by such Assignees.
- 6.6. We may refuse to act on any FPS AAVS DDI and/or instructions relating to Automatic Add Value Service (via FPS) if we are doubtful of its legality or authenticity. We are not bound to make any enquiry as to the accuracy, authority or authenticity of Automatic Value Service (via FPS) and/or instructions relating to Automatic Add Value Service (via FPS).
- 6.7. We (including its affiliated companies) are required to act in accordance with the prevailing laws and regulations (including any legally enforcement demand by a competent court of law, governmental or regulatory body) and may take any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with such laws and regulations.
- 6.8. We make no warranty or representation that FPS AAVS DDI shall be free from virus or other destructive features which may adversely affect your hardware, software or equipment.
- 6.9. In no event shall OCL be responsible for failure in the communication networks, or the accuracy or timeliness of any FPS AAVS DDI and/or instructions relating to Automatic Add Value Service (via FPS) or any other communications whatsoever in relation to Automatic Add Value Service (via FPS).
- 6.10. We shall not be liable to you or other persons whatsoever for any consequences arising from or in connection with:
 - (a) any unauthorised use of Automatic Add Value Service (via FPS) or any unauthorised FPS AAVS DDI and/or instructions relating to Automatic Add Value

Service (via FPS);

- (b) any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure when accessing the relevant platform (whether through Octopus Mobile App, Octopus Wallet or otherwise) or using Automatic Add Value Service (via FPS); and/or
 - (c) transmission or storage of any information or data relating to you in relation to your use of Automatic Add Value Service (via FPS).
- 6.11. Nothing in these Additional Terms and Conditions shall exclude or restrict our liability for death or personal injury resulting from our negligence, or liability for fraud.

7. Lost Octopus

- 7.1. All users of Automatic Add Value Service (via FPS) are provided with the lost Octopus service. If the Eligible Octopus Holder loses the Eligible Octopus or if the Eligible Octopus has been stolen, he/she shall notify us immediately. We will then cancel and disable the Eligible Octopus after a specific period of time ("Notification Period") following receipt of the loss report. The Notification Period shall be determined and announced by us from time to time. Once cancellation of the Octopus is effected, it cannot be reversed. This lost Octopus service will protect the FPS AAVS Account Holder and the Eligible Octopus Holder from the loss of the Float and any value added to the Float through the Automatic Add Value Service (via FPS) on the Eligible Octopus after the expiry of the Notification Period.
- 7.2. If the Eligible Octopus is cancelled pursuant to Clause 7.1 above, we will refund to the Eligible Octopus Holder the SVF Deposit, if applicable, and the Float, if any, on the Eligible Octopus as recorded in the Octopus payment system. In the event that there is a negative Float on the Eligible Octopus, we shall be entitled to set off such negative Float against the SVF Deposit and debit any negative Float from the FPS AAVS Account, at the end of the Notification Period. We may charge the FPS AAVS Account Holder and/or the Eligible Octopus Holder a reasonable fee, which will be determined and announced by us from time to time, for providing this lost Octopus service. The fee will be deducted from the refund of the Float on the Eligible Octopus, if any, or charged to the FPS AAVS Account Holder and/or the Eligible Octopus Holder, who shall be jointly and severally liable for the payment.

8. Cancellation of FPS AAVS Account

- 8.1. Upon cancellation, termination or expiration of the FPS AAVS Account for any reason, you shall present the affected Eligible Octopus for disabling Automatic Add Value Service (via FPS) on that Eligible Octopus in accordance with our instructions. If you do not do so, we shall cancel and disable all and any Octopus (whether or not the Octopus belongs to the FPS AAVS Account Holder) linked to the FPS AAVS Account in question. Once cancellation of the Octopus is effected, it cannot be re-activated subsequently.

9. Personal Information Collection Statement for Automatic Add Value Service (via FPS)

- 9.1. To enable us to provide Automatic Add Value Service (via FPS) to you, you agree that we can collect, use, process, retain, disclose or transfer FPS Automatic Add Value Service Required Information to the Designated Bank and/or Authorised Partner for each of your instruction relating to FPS AAVS DDA and/or FPS AAVS DDI. If you do not agree to provide FPS Auto Add Value Service Required Information to us, we may not be able to provide Automatic Add Value Service (via FPS) to you in accordance with your

instruction. FPS Automatic Add Value Service Required Information will be handled in accordance with the Conditions and Privacy Policy posted on our website.

9.2. You agree that we may collect, use, process, retain, disclose or transfer any of FPS Auto Add Value Service Required Information for such purposes, including, without limitation, one or more of the following:

- (a) providing Automatic Add Value Service (via FPS) to you, maintaining and operating Automatic Add Value Service (via FPS);
- (b) processing and executing your instructions and requests in relation to Automatic Add Value Service (via FPS) from time to time;
- (c) disclosing or transferring FPS Automatic Add Value Service Required Information to the Designated Bank and/or Authorised Partner for the purpose of the provision of Automatic Add Value Service (via FPS) and for handling disputes or complaints in relation to Automatic Add Value Service (via FPS);
- (d) investigation of complaints or suspected suspicious transactions;
- (e) preventing or detecting crime;
- (f) meeting the requirements to make disclosure under any regulatory requirements; and
- (g) purposes relating to any of the above.

9.3. If FPS Automatic Add Value Service Required Information includes personal data or other information of any person other than yourself, you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by Designated Bank and/or Authorised Partner as specified in this Clause.

10. Deductions by Mistake

Each of the FPS AAVS Account Holder and the Eligible Octopus Holder must ensure that the FPS AAVS Account Holder shall:

- (a) keep himself/herself promptly informed of all FPS AAVS transactions and transactions relating to the FPS AAVS Account, which will involve examining each statement issued by the Designated Bank in respect of the FPS AAVS Account or, if the Designated Bank does not issue statements in respect of the FPS AAVS Account, updating and examining the passbook for the FPS AAVS Account regularly, unless he/she has some other effective means of monitoring transactions on such account; and
- (b) notify us within 12 months of the day of any debit from the FPS AAVS Account to Our Account if he/she claims that we were not entitled to debit the relevant amount from the FPS AAVS Account. After such period, neither the FPS AAVS Account Holder nor the Eligible Octopus Holder shall make any claim that we were not entitled to debit the relevant amount from the FPS AAVS Account unless: (i) we failed to exercise reasonable skill and care in respect of any such debit; or (ii) any such debit arose from any manifest error on our part.

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