

Terms and Conditions for Online Application for Cancellation of Octopus Mobile SIM

Please read the below terms and conditions (these “Terms and Conditions”), the [Conditions of Issue of Octopus](#) (the “Conditions”), [Privacy Policy](#) and the [Terms of Use](#) carefully before using this online refund form (the “Refund Form”) of the online refund services operated and managed by Octopus Cards Limited (“OCL”) for online application for cancellation and refund of remaining value on the Octopus function of the Octopus Mobile SIM (the “Octopus Mobile SIM”).

1. By submitting your request through the Refund Form, you (“you” or the “holder”) confirm that you have read, understood and agree to be bound by these Terms and Conditions, the Conditions, the Privacy Policy and the Terms of Use.
2. This Refund Form is made available to holders of Octopus Mobile SIM only. By clicking the “confirm” button and submitting the Refund Form, you declare that you are the holder and in possession of the Octopus Mobile SIM at all times. You shall indemnify OCL against any and all actions, proceedings, liabilities, claims, loss, damages, and costs and expenses (including legal expenses) which may be taken against OCL or which OCL may suffer, sustain or incur (as the case may be) howsoever caused, as a result of you not being the holder and in possession of the Octopus Mobile SIM as declared on the Refund Form.
3. You may fill in this Refund Form to apply for cancellation of your Octopus Mobile SIM and refund of the remaining value on the Octopus function. Once you have submitted this Refund Form, all applicable Octopus function(s) of your Octopus Mobile SIM will be permanently disabled but the mobile telecommunication function and functions other than Octopus function(s) on the Octopus Mobile SIM will remain unaffected. You are not required to return the Octopus Mobile SIM to OCL. OCL will refund to you any positive remaining value stored on your Octopus Mobile SIM. However, we will not refund the cost, if any, of your Octopus Mobile SIM.
4. Under normal circumstances, OCL will respond within 9 working days upon receipt of your request. The refund will be made through channels as we may announce from time to time. If the refund is made by cheque, the cheque will be sent to you by ordinary mail to the address provided by you on the Refund Form. You are reminded to keep your Octopus Mobile SIM safe and intact before you receive the refund. The final refund amount will be confirmed at the time when OCL processes your request. To facilitate an accurate calculation of the refund amount, you should not use the Octopus function(s) on your Octopus Mobile SIM, e.g. add value and payment, once you have submitted this

Refund Form. Once you have received the refund, you are advised to cut your Octopus Mobile SIM into halves and dispose of it properly.

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

5.1 Purposes of Collection

The personal data provided by means of this Refund Form will be used by OCL for the following purposes:

- (a) processing your request for cancellation (including processing your request for refund to the relevant FPS User Account through the relevant FPS Participant), communication by OCL to you relating to refund and delivery of refund of remaining value on the Octopus function of the Octopus Mobile SIM;
- (b) (if your Octopus Mobile SIM is linked to Octopus Automatic Add Value Service (AAVS)) processing your request to relink AAVS from your Octopus Mobile SIM to another Octopus as submitted on this Refund Form;
- (c) conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
- (d) management, operation and maintenance of the Octopus payment system, the Octopus Wallet Service and Card Funds (as defined in the Conditions), including audit, and exercising our and your rights under the Conditions;
- (e) investigation of complaints or suspected suspicious transactions, and research for service improvement;
- (f) prevention or detection of crime; and
- (g) disclosure as required by law, rules, regulations, codes or guidelines.

5.2. If you do not provide your personal data to us, we may be unable to provide you with the required service as indicated on this Refund Form.

5.3. Classes of Transferee

In order to process the request as submitted by you on this Refund Form, your personal data may be disclosed to:

- (a) AAVS participating banks and financial services companies which owe a duty of confidentiality to us and with which you have selected to register;
- (b) 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

center service providers, debt collection agencies (in the event you owe us any money), courier, gift redemption centers or data entry companies), which, for the purpose of processing your request for refund, including FPS Participants;

- (c) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us;
- (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.

5.4. Access to Personal Data

You have a right of access and correction with respect to your personal data as provided for in sections 18 and 22 and principle 6 of Schedule 1 of the Ordinance. Your right of access includes the right to obtain a copy of your personal data provided by this Refund Form subject to payment of a fee.

5.5. Enquiries

Enquiries concerning the personal data collected by means of this Refund Form, our privacy policy and the making of access and corrections, may be addressed to:

The Data Protection Officer at 46/F., Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Hong Kong or email to dpo@octopus.com.hk

Our Privacy Policy provides a general description of our policy and practices in relation with your personal data held by us. Such Privacy Policy can be found at www.octopus.com.hk.

6. Disclaimer of Liability

- 6.1 OCL (including its its subsidiaries and/or affiliates) is required to act in accordance with the prevailing laws and regulations (including any legally enforceable demand by a competent court of law, governmental or regulatory body) and may be required to take any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with such laws and regulations.

- 6.2 All communications by OCL to you shall be deemed to have been duly delivered to you upon transmission.

- 6.3 OCL makes no warranty or representation that provision of the online refund services shall be free from virus or other destructive features which may adversely affect the hardware, software or equipment.
- 6.4 OCL assumes no responsibility and shall not be liable for any loss or damage (in contract, tort or otherwise) of any kind whatsoever arising out of or in connection with the processing or handling of your refund request by OCL, including, but not limited to, delay in delivery or loss of mail, transmission error, failure or delay in transmission via internet or delay or omission in processing the refund request.
- 6.5 In no event shall OCL be responsible for failure in the communication networks, or the accuracy or timeliness of any other communications whatsoever sent via the Refund Form.
- 6.6 OCL may vary, modify, suspend, discontinue or terminate the provision of the online refund services, whether in part or in whole, at any time without prior notice.
7. OCL reserves the right to amend these Terms and Conditions from time to time without prior notice and your use of the Refund Form following any such amendments constitutes your agreement to be bound by these Terms and Conditions.
8. OCL has 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.
9. These Terms and Conditions shall be governed by the laws of Hong Kong.