

Terms and Conditions for Octopus Easy Park Auto-Payment Service

Please read these terms and conditions (these “Terms & Conditions”), the Conditions of Issue of Octopus (as amended from time to time) (the “Conditions”) and the Octopus Privacy Policy (the “Privacy Policy”) carefully before using the Octopus Easy Park Auto-Payment Service (as defined below) operated by Octopus Cards Limited (“OCL”, or “we” or “us”) at Designated Carparks (as defined below). By using *Octopus* and the Octopus Easy Park Auto-Payment Service, you are deemed to have read and understood, and agree to be bound by the Conditions, these Terms and Conditions and OCL’s Privacy Policy.

1. Definitions

Unless otherwise defined, these terms should have the following meanings:

- 1.1. “Designated Carparks” refer to the carparks that are participating into the Octopus Easy Park Auto-Payment Service, as announced by OCL from time to time.
- 1.2. “Eligible Octopus” refers to the designated types of Octopus (as defined in the Conditions) as announced by OCL from time to time that can be used in the Octopus Easy Park Auto-Payment Service.
- 1.3. “Octopus Easy Park Auto-Payment Service” is a service feature available through Octopus Mobile App (as defined in the Conditions) that enables an user to register his/her vehicle registration mark (that is, the license plate number) and Eligible Octopus through Octopus Mobile App to facilitate the use of Eligible Octopus as a means of payment of car park service up to a maximum amount of, currently HK\$200 or such other amount as announced by OCL from time to time, at Designated Carparks.
- 1.4. “Parking Concession” means the discount, incentive, parking offer, parking privilege or otherwise provided at Designated Carparks in accordance with the terms and conditions of the relevant Designated Carpark.
- 1.5. “Post-payment Limit” refers to a one-time provision for negative value of up to an amount as announced by OCL from time to time, currently, HK\$200, on a single occasion to enable the Eligible Octopus with insufficient fund for an intended Transaction to still be used for such Transaction.
- 1.6. “Relevant Transaction Data” means the transaction data of the Eligible Octopus as required by the Designated Carpark to process the Parking Concession offered by such Designated Carpark in accordance with its terms and conditions.
- 1.7. “Required Information” refers to the information required to be provided to OCL by an user for registration for the Octopus Easy Park Auto-Payment Service, including the user’s Eligible Octopus number, vehicle registration mark number, mobile phone number and email address.
- 1.8. “Transaction” means a deduction of value from an Octopus for payment of car parking services offered by the Designated Carparks, which includes a deduction of value from an Eligible Octopus using the Octopus Easy Park Auto-Payment Service.

2. Registration and Activation
 - 2.1. The Octopus Easy Park Auto-Payment Service is only open to Octopus Wallet Holders.
 - 2.2. To use the Octopus Easy Park Auto-Payment Service, you will need to provide the Required Information for registration. By applying for registration of the Octopus Easy Park Auto-Payment Service, you agree and confirm that the mobile phone number and email address provided by you as the Octopus Wallet Holder will be the mobile phone number and email address provided by you under the Required Information.
 - 2.3. By submitting your application for registration of the Octopus Easy Park Auto-Payment Service, you (a) warrant that (i) you are the owner of the vehicle registration mark as provided in the Required Information, (ii) you are the holder of the Eligible Octopus, and (iii) any information you provide, including your personal information, is accurate, complete and up-to-date; and (b) agree and give your consent to OCL to pass your Eligible Octopus number and vehicle registration mark as provided in the Required Information to the relevant Designated Carparks, and to receive such vehicle registration mark from the relevant Designated Carparks. Each Designated Carpark 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 Designated Carpark concerned.
 - 2.4. Upon registration, you will need to activate the Octopus Easy Park Auto-Payment Service by tapping the registered Eligible Octopus on the carpark system at any of the Designated Carparks (which, in most cases, will be located at the entrance of the Designated Carparks) within the time period as advised by OCL, currently, 180 days after the date of successful registration for the Octopus Easy Park Auto-Payment Service. You will be able to start using the Octopus Easy Park Auto-Payment Service 30 minutes after successful activation of the Octopus Easy Park Auto-Payment Service.
 - 2.5. One vehicle registration mark can only be registered under one Eligible Octopus at a time. You can register your vehicle registration mark to another Eligible Octopus, which, in such case, the previous Eligible Octopus will be replaced by such subsequent Eligible Octopus upon activation of such subsequent Eligible Octopus in accordance with clause 2.4 above.
 - 2.6. You will need to enable push notification setting on your mobile device for OCL to send notification to you regarding the Octopus Easy Park Auto-Payment Service.
 - 2.7. You may apply for cancellation of the Octopus Easy Park Auto-Payment Service at any time through the Octopus Mobile App provided that there is no outstanding payment, including any outstanding balance of Post-Payment Limit.
 - 2.8. The Octopus Easy Park Auto-Payment Service will be suspended forthwith if there is any outstanding payment of the Post-Payment Limit.
 - 2.9. In addition to clauses 2.10 and 3.11 below, the Octopus Easy Park Auto-Payment Service will be terminated upon return of your Eligible Octopus or return of your Eligible Octopus for cancellation in accordance with the Conditions, as the case may be, or upon successful report of lost or stolen Eligible Octopus in accordance with the Conditions.

- 2.10. In addition to clauses 3.8 and 3.11 below, and such other provisions as expressly provided in these Terms and Conditions, OCL reserves the right to cancel or terminate, or suspend your Octopus Easy Park Auto-Payment Service or any of our services at any time without specifying the reasons, but OCL will take reasonable steps to minimise any inconvenience caused to you.
3. Payment for Transaction, Parking Concession and Post-Payment Limit
- 3.1. Upon activation of the Octopus Easy Park Auto-Payment Service, you can use your Eligible Octopus on any Transaction of up to a maximum value of, currently, HK\$200 or such amount as announced by OCL from time to time. Once payment is processed, the amount will be deducted from your Eligible Octopus, which is non-refundable and irreversible.
- 3.2. The Octopus Easy Park Auto-Payment Service is not available to any Transaction of a value exceeding HK\$200 or such amount as announced by OCL from time to time.
- 3.3. Designated Carpark may offer Parking Concession from time to time. In order to enjoy the relevant Parking Concession, you will need to enable the redemption of the Parking Concession in the Octopus Mobile App in order to enable OCL to pass the Relevant Transaction Data to the relevant Designated Carpark to process your eligibility and entitlement to the Parking Concession. The relevant Designated Carpark shall be solely responsible for determining the eligibility for and entitlement of any Parking Concession and OCL holds no responsibility for determining the eligibility for and entitlement of any Parking Concession. The relevant Designated Carpark may have separate, additional terms and conditions regarding the Parking Concession, including the passing of the Relevant Transaction Data which you should read carefully. OCL does not accept any liability resulting from the terms and conditions issued by the Designated Carpark concerned.
- 3.4. OCL holds no responsibility for the calculation of the amount in respect of any Transaction (including car parking fees and Parking Concession).
- 3.5. You should contact the relevant Designated Carpark in relation to any car-parking related matters and/or goods and/or services offered or provided by the relevant Designated Carpark (including Parking Concession, if any).
- 3.6. You will receive a payment receipt after each successful Transaction, which serves as a confirmation of such payment.
- 3.7. You must ensure that there is positive Float (as defined in the Conditions) in your Eligible Octopus before using the Octopus Easy Park Auto-Payment Service. If the Float on your Eligible Octopus is positive but insufficient for an intended Transaction, your Eligible Octopus may still be used for such Transaction through the provision of the Post-Payment Limit provided that there is no outstanding payment of the Post-Payment Limit. Post-Payment Limit is provided by OCL at OCL's sole and absolute discretion, which OCL may announce from time to time.
- 3.8. **Any amount of the Post-Payment Limit used in a Transaction shall become immediately due and payable.** In the event any amount of the Post-Payment Limit that remains outstanding for 7 days beginning on the date of notification in respect of use of the Post-Payment Limit through Octopus Mobile App, without prejudice to other rights

and remedies available to OCL, your Octopus Easy Park Auto-Payment Service will be suspended until full settlement of all outstanding amount.

- 3.9. You may receive a payment reminder from OCL via SMS (short messaging service) and/or push notification through Octopus Mobile App in respect of your use of the Post-Payment Limit is used.
- 3.10. Without prejudice to any of the foregoing, **you agree and authorise OCL to deduct the amount equivalent to the full amount of the outstanding amount of the Post-Payment Limit from your Eligible Octopus whenever there is sufficient Float on your Eligible Octopus.**
- 3.11. If any amount of the Post-Payment Limit remains outstanding for 28 days beginning on the date of notification pursuant to clause 3.8 above, without prejudice to other rights and remedies available to OCL, the Octopus Easy Park Auto-Payment Service will be terminated.
- 3.12. In case of any disputes with regards to the deduction of payment from your Eligible Octopus, you may also contact customer service of OCL for assistance.
- 3.13. Upon cancellation or termination of the Octopus Easy Park Auto-Payment Service, as the case may be, the vehicle registration mark as registered for the Octopus Easy Park Auto-Payment Service cannot be used for application for registration of the Octopus Easy Park Auto-Payment Service subsequently.

4. Your Responsibilities

- 4.1. You are responsible for keeping all information, including the Required Information provided to OCL up-to-date. You should apply for cancellation of the Octopus Easy Park Auto-Payment Service in the event of change of ownership of the vehicle registration mark registered for the Octopus Easy Park Auto-Payment Service or revocation of grant of the vehicle registration mark by the applicable authority for whatever reason, as the case may be.
- 4.2. You shall indemnify OCL against all actions, proceedings, liabilities, claims, loss, damages and reasonable costs and expenses (including all reasonable legal fees) which may be taken against OCL or which OCL may suffer, sustain or incur howsoever arising out of or in connection with any inappropriate, misuse or unauthorised use of the Octopus Easy Park Auto-Payment Service.

5. Disclaimer of Liability

- 5.1. You agree and acknowledge that operators of Designated Carparks are solely responsible for the provision of the goods and/or services offered or provided (including car parking services and Parking Concession) and OCL shall have no liability to any person whatsoever in respect of any of the goods and/or services provided by any operator of the Designated Carpark.
- 5.2. OCL holds no responsibility of any inappropriate or unauthorised use of your vehicle registration mark and/or Eligible Octopus in respect of the Octopus Easy Park Auto-Payment Service and you remain liable to any and all payments incurred arising therefrom or in connection therewith.

5.3. In no event shall OCL be liable, whether in contract (including intentional breaches), tort (including negligence) or otherwise, for any loss or damage of any kind whatsoever arising from or in connection with use of the Octopus Easy Park Auto-Payment Service.

6. Personal Information Collection Statement

6.1. To enable us to provide the Octopus Easy Park Auto-Payment Service to you, you agree that we can collect, hold, process and use your personal information and other information ("Required Information"). If you do not agree to provide the Required Information to us, we may not be able to provide you with the Octopus Easy Park Auto-Payment Service you request. Other data, including, but not limited to, cookie, IP (internet protocol) address and domain name may be collected during the use of the Octopus Easy Park Auto-Payment Service. The Required Information will be handled in accordance with the [Conditions](#), these Terms and Conditions and OCL's [Privacy Policy](#) posted on the OCL website.

6.2. You agree that we may collect, use, process, retain, disclose or transfer any of the Required Information for such purposes, including, without limitation, one or more of the followings:

- (a) providing the Octopus Easy Park Auto-Payment Service to you, maintaining and operating the Octopus Easy Park Auto-Payment Service;
- (b) processing billing and payment;
- (c) conducting search at Transport Department or the relevant governmental department(s) or authority(ies) for serving demand and legal documentation in relation to the recovery of any outstanding Post-Payment Limit;
- (d) collecting money due from outstanding Post-payment Limit or otherwise.

6.3. We may share your vehicle registration mark, and number of your Eligible Octopus provided as the Required Information with the Designated Carparks for the use of providing the Octopus Easy Park Auto-Payment Service to you, maintaining and operating the Octopus Easy Park Auto-Payment Service. Your Required Information will be kept confidential by us, but you agree that for the purposes set out in clause 6.2 above, we may transfer or disclose such Required Information to our agents or contractors under a duty of confidentiality to us who provide data processing or other services 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, gift redemption centres or data entry companies). The agents or contractors are located within Hong Kong except for those supporting data entry and processing which may be located outside Hong Kong.

6.4. For the purpose of the Parking Concession, you agree that, by enabling the redemption of the Parking Concession in the Octopus Mobile App at your request, we may collect, use, process, retain, disclose or transfer the Relevant Transaction Data to the relevant Designated Carpark.

6.5. Access: You have the right to:

- (a) check whether we hold your Required Information and to have access to that Required Information;
- (b) require us to correct any Required Information which is inaccurate; and
- (c) ascertain our policies and practices in relation to the Required Information and to be informed of the kind of Required Information held by us.

6.6. We will charge you a Data Access Fee (as defined in the Conditions) for complying with any request for access to your personal data and other information that we may collect.

6.7. 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

7. Amendments

OCL reserves the right to amend these Terms and Conditions from time to time without prior notice and your use of the Octopus Easy Park Auto-Payment Service following any such amendments constitutes your agreement to be bound by these Terms and Conditions.

8. Governing Law and Jurisdiction

These Terms and Conditions 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 Terms and Conditions, its subject matter or formation.

9. Contracts (Rights of Third Parties) Ordinance

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. For the avoidance of doubt, nothing in these Terms and Condition shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

10. English Version Prevails

We have provided a Chinese language translation of these Terms and Conditions for reference only. If there is any inconsistency or conflict between the English and any Chinese version(s), the English version shall prevail.