

Terms and Conditions for Use of Octopus Mastercard®

(Last updated and effective from: 20 January 2022)

Octopus Mastercard is a virtual prepaid card designated as an “Octopus Wallet Payment Card” issued by Octopus Cards Limited (“OCL”) subject to the Conditions of Issue of Octopus (the “Conditions”) published by OCL as amended from time to time. Please read these terms and conditions (these “Terms and Conditions”) and the Conditions carefully before using the Octopus Mastercard. By using the Octopus Mastercard, you are deemed to have read and understood, and agree to be bound by the Conditions and these Terms and Conditions.

1. Octopus Mastercard

These Terms and Conditions apply to you as a holder (“you” or “Cardholder”) of the Octopus Mastercard through your Octopus Wallet to settle or make payment through (i) the internet provided by relevant Card Association Merchants’ website and/or mobile application (Card Association Merchants as defined in the Conditions), and/or (ii) the internet provided by OCL through OCL website at <http://www.octopus.com.hk>, and/or (iii) Octopus App (a type of Octopus Mobile App as defined in the Conditions), and/or (iv) other platforms as announced by OCL from time to time, as the case may be (collectively, the “Site”).

2. Requirements/Eligibility

- 2.1 The Site and the Octopus Mastercard are applicable to selective Octopus Wallet as determined by OCL from time to time.
- 2.2 To use the Octopus Mastercard,
- (a) you are required to be an Octopus Wallet Holder (as defined in the Conditions);
 - (b) you need to register for the Octopus Mastercard with and to be linked to your Octopus Wallet through the Octopus App; and
 - (c) you warrant that you are not a “US Person” as defined in the Foreign Account Tax Compliance Act, a tax enacted in the United States of America. For details, please visit <https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca>.
- 2.3 OCL reserves the absolute right to decline or reject any application for registration of Octopus Mastercard.
- 2.4 Each Octopus Wallet Holder can have only one Octopus Mastercard at a time. Octopus Mastercard is non-transferable and for the exclusive use by you, the Octopus Wallet Holder.

3. Octopus Mastercard Setting

- 3.1 You can use your Octopus Mastercard only at Card Association Merchants for online payment for your purchase of goods and/or services (the “Octopus Mastercard Transaction”) using the Float (as defined in the Conditions) in your Octopus Wallet. Octopus Mastercard cannot be used for, including, without limitation, installment payments and/or online purchases that require subsequent presentation of a physical card.
- 3.2 You will need to enable push notification setting on your mobile device for OCL to send push notifications to you regarding your use of Octopus Mastercard.
- 3.3 Octopus Wallet Holder can click on the “enable your Octopus Mastercard” button through the Octopus App to use Octopus Mastercard or turn off the “enable” button to disable the use of your Octopus Mastercard.
- 3.4 If your Octopus Mastercard has not been used for any payment transaction for 1 year or such other period as we may announce from time to time, we will, for your and our protection, disable the use of your Octopus Mastercard. You can subsequently enable your Octopus Mastercard through the Octopus App.

4. Octopus Mastercard Transactions

- 4.1 You must ensure that there is a positive Float in your Octopus Wallet before using Octopus Mastercard for any Octopus Mastercard Transaction.
- 4.2 Once payment is processed, the amount will be deducted through your Octopus Mastercard from your Octopus Wallet. For any payment transaction to be effected through the use of the Octopus Mastercard in currencies other than Hong Kong dollar, a Foreign Currency Transaction Fee (as defined in the Conditions) at a rate of 2% or such other rate as we may announce from time to time will be charged. For any cross-border payment transaction to be effected through the use of the Octopus Mastercard in Hong Kong dollar, a Transaction Fee for Cross Border Transaction (in Hong Kong dollar) (as defined in the Conditions) at a rate of 1% or such other rate as we may announce from time to time will be charged. Octopus Mastercard Transaction will be rounded to the nearest 10 cents.
- 4.3 Octopus Mastercard Transactions are non-refundable and irreversible except in the case where a particular Card Association Merchant agrees to make refund. You should read the terms and conditions of the Card Association Merchants before carrying out payment transactions with them. Upon receipt of a payment refund instruction from a Card Association Merchant, OCL will make available the refund to you through Octopus App or other channels as advised by OCL from time to time. Any refund arrangements shall be subject to the terms and conditions of the Card Association Merchants offering refunds.
- 4.4 A reference number will be issued for each successful Octopus Mastercard Transaction, which serves as a confirmation of such payment.

- 4.5 You shall be liable for all Octopus Mastercard Transactions effected through the use of the Octopus Mastercard and all costs, charges and expenses (including, without limitation, fees and charges imposed by the Card Association concerned, foreign currency exchange variance) associated therewith even if the relevant transaction limit is exceeded or when your Octopus Mastercard is disabled, suspended, cancelled or terminated.
- 4.6 Payment transactions involving currency other than Hong Kong dollar will usually involve foreign currency exchange. Calculation of the conversion from transaction currency to Hong Kong dollar will be based on the rate imposed by the Card Association concerned from the range of rates available in wholesale currency markets on the day when the relevant transaction is processed by Card Association, which may be different from rate available on the actual date when the relevant payment transaction took place.
- 4.7 If you seek for reversal or refund, the amount you receive that involves foreign currency exchange, if any, may be less than the amount debited due to, including, without limitation, such currency exchange adjustment and/or handling fees.
- 4.8 Some Card Association Merchants may require identity authentication by asking you to input a verification code ("Verification Code") such as one-time password, which will be sent to you through push notification via the Octopus App, in order to complete your purchase of the goods and/or services with such Card Association Merchant. You confirm and authorise us to verify your identity to the designated Card Association Merchants each time you use your Octopus Mastercard for purchase of goods and/or services offered by the respective Card Association Merchants requiring the Verification Code for authentication. You agree and confirm that OCL's provision of the identity authentication to the Card Association Merchants does not guarantee that the Card Association Merchant will accept your Octopus Mastercard for the purchase of the goods and/or services offered by such Card Association Merchant, and further that OCL's provision of the identity authentication shall not constitute OCL's endorsement of any of the Card Association Merchants or any responsibility on the part of OCL for the quality of the goods and/or services offered by any Card Association Merchant.
- 4.9 In the absence of manifest error, the records of OCL in respect of the Octopus Mastercard Transactions shall be final, conclusive and binding on you.
- 4.10 All Octopus Mastercard Transactions will be shown in the Octopus Wallet Monthly Statement. You can also check the latest transaction record of Octopus Mastercard Transactions through your Octopus Wallet on the Octopus App or by calling Octopus Customer Service Hotline at (852) 2266 2222 or through such other means as announced by OCL from time to time.
- 4.11 You are advised to check the Float balance and the latest transactions relating to your Octopus Wallet after

each Octopus Mastercard Transaction and notify OCL of any transaction discrepancies or any transaction that you did not make, by calling Octopus Customer Service Hotline at (852) 2266 2222 within 60 days from date of issuance of the relevant monthly statement.

5. Offers from Offer Providers

- 5.1 OCL is authorised to promote and distribute offers (for example, rebate) provided by Card Association Merchants or Card Association (collectively, "Offer Providers") on Offer Providers' behalf or jointly with Offer Providers through the Octopus App, and/or other channels, which under no circumstance constitutes any direct marketing as these notification is not made to specific person.
- 5.2 You acknowledge and agree that each Offer Provider is the issuer of the relevant offers and the products, facilities and/or services provided for redemption are the sole responsibility of such Offer Provider. All matters and disputes relating to Offers Providers' offers shall be subject to the final decision of such Offer Providers and under no circumstance shall OCL be responsible whatsoever in relation to any offers, and/or redeemed products, facilities and services provided by the relevant Offer Provider.
- 5.3 You must be a valid Cardholder to enjoy the Offer Providers' offers. Please read carefully separate, additional terms and conditions of the Offer Providers before downloading and redeeming such Offer Provider's offer.
- 5.4 The "Octopus Offers Notification" function can be turn off in which event no Offer Providers' offers (including any updates) will be shown in the Octopus App.

6. Limits, Fees and Charges

You may be subject to certain limits in relation to the use of the Octopus Mastercard (including, but not limited to, Stored Value Limit (as defined in the Conditions), daily transaction limit for your Octopus Wallet and Octopus Mastercard annual spending limit), which may be announced by OCL from time to time. OCL may also charge a reasonable service fee for using the Octopus Mastercard and/or other services OCL provides to you. For details of the limits, fees and charges in relation to the Octopus Mastercard, please refer to OCL website at https://www.octopus.com.hk/en/document/schedule_of_fees.pdf

7. Intellectual Property Rights

The trade marks, logos and the intellectual property rights of the content or information on the Site are owned by OCL or Card Association or other Card Association Merchants, as the case may be, authorising their use on the Site and in connection with the use of Octopus Mastercard, and none of which can be used without the prior written permission of OCL or the relevant intellectual property rights owner(s). No part of the materials or information on the Site may be modified, reproduced, stored in a retrieval system, transmitted, copied, distributed or used in any other way for any purposes without OCL's prior written consent.

8. Cancellation or termination or suspension of Octopus Mastercard

- 8.1 Octopus Mastercard will be cancelled upon cancellation of your Octopus Wallet.
- 8.2 Cancellation of Octopus Mastercard will not cancel your Octopus Wallet.
- 8.3 Octopus Wallet Holder can cancel your Octopus Mastercard by calling Octopus Customer Service Hotline at (852) 2266 2222.
- 8.4 If your Octopus Mastercard has not been used for any transaction for 13 months (whether before or after the commencement, on 28 September 2020, of this Clause 8.4) or such other period as we may announce from time to time, we will, for your and our protection, deem your Octopus Mastercard to be no longer in use, and we will terminate the use of your Octopus Mastercard.
- 8.5 In addition to Clause 8.4, OCL has the right to terminate or suspend use of Octopus Mastercard at any time at its discretion and without prior notice. You are liable to any costs incurred by Octopus Mastercard effected prior to the cancellation or termination, or suspension of Octopus Mastercard, including but not limited to late posting of debit instructions from Card Association Merchants.
- 8.6 Upon cancellation or termination of your Octopus Mastercard, your Octopus Mastercard cannot be re-activated subsequently.

9. Your Liability

- 9.1 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 your Octopus Mastercard.
- 9.2 You shall act in good faith, exercise reasonable care and due diligence in the use of your Octopus Mastercard. You shall notify OCL of anomalies or incidents in relation to your use of the Octopus Mastercard (such as when your password has been compromised) by calling Octopus Customer Service Hotline. OCL may, at its discretion, issue a replacement Octopus Mastercard. An Octopus Wallet Payment Card Replacement Fee shall be charged for a replacement Octopus Mastercard and debited from your Octopus Wallet.
- 9.3 You have to bear a loss when your Octopus Mastercard has been used for an unauthorised transaction before reporting that your Octopus Mastercard has been compromised.

10. Disclaimer of Liability

- 10.1 OCL may refuse to act on any Octopus Mastercard Transaction if OCL is doubtful of its legality or authenticity. OCL is not bound to make any enquiry as to the accuracy, authority or authenticity of any Octopus Mastercard Transaction.
- 10.2 The Octopus Mastercard cannot be used for any illegal or immoral purpose including, without limitation, illegal gambling. OCL reserves the sole and absolute right to refuse to honour any Octopus Mastercard Transactions that, in the opinion of OCL, are illegal or immoral.
- 10.3 OCL (including its affiliated companies) 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 take any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with such laws and regulations. In addition and without prejudice to the foregoing, OCL (including its affiliated companies) is required to make available certain personal data and/or information provided by you to Card Association Merchants and/or Card Association, as the case may be, to enable OCL, Card Association Merchant and/or Card Association, as the case may be, to comply with the prevailing laws and regulations (including anti-money laundering and counter-terrorist financing) and may take any action which OCL, in its sole and absolute discretion, considers appropriate in compliance with such laws and regulations.
- 10.4 All communications by OCL shall be deemed to have been duly delivered to Cardholders upon transmission.
- 10.5 OCL is not responsible for the set-up of any hyperlink to OCL website. Any hyperlink to OCL website shall not constitute or be construed as any form of association with OCL or endorsement by OCL of any third party website.
- 10.6 OCL makes no warranty or representation, whether expressed or implied, of any kind whatsoever relating to the use of the Octopus Mastercard, including that the use of the Octopus Mastercard shall be uninterrupted, free from virus or other features which may affect the Cardholder's hardware, software or equipment whatsoever.
- 10.7 In no event shall OCL be responsible for failure or interruption in the communication networks, or the accuracy or timeliness of any Octopus Mastercard Transaction or any other communications whatsoever sent via the Site.
- 10.8 OCL shall not be liable to any Cardholders or other persons whatsoever for any consequences arising from or in connection with, including:
- (a) any inappropriate or unauthorised use or misuse of the Octopus Mastercard (including the Verification Code);
 - (b) any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure or error when accessing the Site or using the Octopus Mastercard or in the transmission of the Verification Code; and/or
 - (c) transmission or storage of any information or data relating to the Cardholder, the Octopus Mastercard and/or the

Octopus Mastercard Transactions conducted by the Cardholder.

- 10.9 You agree and acknowledge that a Card Association Merchant may or may not accept use of your Octopus Mastercard as payment for the goods and/or services offered by such Card Association Merchant and OCL is not responsible for the refusal of any Card Association Merchant to accept or honour your Octopus Mastercard.
- 10.10 The Card Association Merchants shall be responsible for the goods and/or services they provide to you. In using their services and/or facilities, you should abide by their rules, regulations and by-laws. OCL shall have no responsibility for the goods or services of the Card Association Merchants and you should direct any enquiries, issues and/or disputes relating to these matters to the relevant Card Association Merchant.
- 10.11 OCL reserves the right to (i) vary, modify, cancel, suspend, discontinue or terminate your right to use the Site and/or Octopus Mastercard and/or Octopus Wallet (ii) decline to authorise any transaction (iii) decline to re-issue, renew, or replace the Octopus Mastercard without giving any prior notice or reason. In no event shall OCL be liable, whether in contract (including intentional breaches), tort (including negligence) or otherwise, for any consequential, indirect or special loss or damage of any kind whatsoever arising from access to the Site or in connection with use of the Octopus Mastercard.
- 10.12 Nothing in these Terms and Conditions shall exclude or restrict our liability for death or personal injury resulting from our negligence, or liability for fraud.

11. Personal Data and Cookies

- 11.1 In using the Octopus Mastercard, your Octopus Mastercard number and account number of your Octopus Wallet will be captured for the use by OCL, its contractors, Card Association Merchants and Card Association, as the case may be, for processing, handling and completing of the Octopus Mastercard Transaction. Other data, including, but not limited to, cookies, IP (internet protocol) address and domain name may be collected during the use of the Octopus Mastercard. These data will be handled in accordance with OCL's Privacy Policy and Conditions of Issue of Octopus posted on OCL website.
- 11.2 Unless expressly stated otherwise during the use of the Octopus Mastercard, any personal data and/or information provided by you to Card Association Merchants during the purchase of goods and services provided by such Card Association Merchants such as name, email address, phone number and shipping address as requested and collected by Card Association Merchant shall be for the sole use by such Card Association Merchant for the fulfillment of goods and services and will not be shared with or kept by OCL in any circumstance.
- 11.3 Use of your personal data by the Card Association Merchants or Card Association will be governed by their own privacy policy or terms and conditions. Please read carefully the relevant Card Association Merchant's or Card

Association's privacy policy and personal information collection statement before providing or submitting your personal data or information to such Card Association Merchants or Card Association through the Octopus App.

12. Amendments

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

13. Governing Law

These Terms and Conditions shall be governed by the laws of Hong Kong. You and OCL irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

14. Governing Version

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

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