

## Terms and Conditions Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service

### YOUR ATTENTION IS DRAWN TO CLAUSE 8 REGARDING THE PERSONAL INFORMATION COLLECTION STATEMENT FOR THE SERVICE

Please read these terms and conditions (these “Terms and Conditions”) and the Conditions of Issue of Octopus (the “Conditions”) (published by Octopus Cards Limited (“OCL”, or “we” or “us”) as amended from time to time) carefully before using the service for making fund transfer between your Octopus Wallet and your designated bank account and/or FPS User Account through our Authorised Partner (collectively, the “Service”). By using the Service, you are deemed to have read and understood, and agree to be bound by the Conditions and these Terms and Conditions.

#### 1. Introduction

These Terms and Conditions apply to you as a user (“you” or “User”) of the Service to (a) make fund transfer (i) from your Designated Bank Account to your Octopus Wallet, (ii) from your Octopus Wallet to your Designated Bank Account and/or a FPS User Account, and (b) receive payments from a FPS User Account.

#### 2. Definitions

2.1 Unless expressly stated otherwise, all capitalised terms in these Terms and Conditions shall have the same meaning as those defined in the Conditions.

2.2 There are a few terms we use in these Terms and Conditions that we should explain:

“Direct Debit Authorisation” or “DDA” means the authorisation set up by you through your Octopus Wallet authorising OCL to instruct your Designated Bank directly or through our Authorised Partner to transfer fund from your Designated Bank Account to your Octopus Wallet in accordance with the relevant DDI;

“Direct Debit Instruction” or “DDI” means a fund transfer instruction issued by you to transfer fund from your Designated Bank Account to your Octopus Wallet;

“Designated Bank” is a bank or financial services company governed by the Banking Ordinance (Chapter 155, Laws of Hong Kong);

“Designated Bank Account” means the bank account opened with the Designated Bank which you have linked with your Octopus Wallet for the Service;

“FPS Addressing Service” means the service offered relating to the use of:

- (a) mobile phone number as registered with your Octopus Wallet; or
- (b) email address as registered with your Octopus Wallet; or
- (c) an identifier associated with a FPS User Account or an Octopus Wallet assigned by FPS;

(collectively, “Proxy ID”) for the purpose of identifying a FPS User Account or an Octopus Wallet to facilitate fund transfer between an Octopus Wallet and FPS User Account(s) under FPS subject to these Terms and Conditions;

“Fund Transfer to FPS User Account Instruction” means a fund transfer instruction issued by you to transfer fund from your Octopus Wallet to a FPS User Account;

“HKICL” means the Hong Kong Interbank Clearing Limited; and

“Required Information” means such information as may be required by OCL to provide the Service to you, including, without limitation:

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

### **3. The Service**

- 3.1. The Service is available to selective categories of Octopus Wallets as we may announce from time to time.
- 3.2. The Service is subject to Fund Transfer Fee and/or such other charges as we may announce from time to time.
- 3.3 You understand that the Service offered by us in association with your Designated Bank and/or FPS Participant(s) may have separate, additional terms and conditions, and service fees, which you should read carefully and you should confirm that you agree to those additional terms and conditions before use. You should contact your Designated Banks and/or relevant FPS Participant(s) in relation any matters relating to the provision of the services by such Designated Banks and/or FPS Participants under the Service. We do not accept any liability resulting from the terms and conditions issued by any such Designated Banks and/or FPS Participants.
- 3.4 Under normal circumstances, we will make reasonable efforts to make available the Service, but we make no representations, endorsements or warranties as to the reliability, availability, title, suitability or any kind whatsoever. Further, we cannot guarantee that your Designated Bank and/or FPS Participants will be able to provide the designated services in respect of the Service as this depends on the Designated Bank’s and/or FPS Participant’s own system and operation 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 you as a result of or in connection with your use of the Service.
- 3.5 We reserve the right to recover, cancel or terminate, or suspend the whole or any part of the Service without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.
- 3.6 You should ensure that both your Octopus Wallet and your Designated Bank Account shall remain valid at all times throughout your use of the Service.
- 3.7 If there are insufficient Float in your Octopus Wallet to settle any amounts including fees outstanding for the Service, we shall be entitled to, in addition to other remedies available, suspend or terminate your use of the Service whether in whole or in part immediately without notice.
- 3.8 You acknowledge and agree that it is your sole responsibility to ensure that the Required Information is true, complete and up-to-date and to notify us of any change or update of the Required Information.

- 3.9 You shall indemnify OCL against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses (including all reasonable legal expenses) which may be taken against OCL or which OCL may suffer, sustain or incur (as the case may be) howsoever arising out of or in connection with any action or omission taken or made by OCL in reliance upon or in connection with any of your DDAs, DDIs and Fund Transfer to FPS User Account Instructions, and your use of the Service.

#### **4. DDA**

- 4.1 You can set up, amend or cancel a DDA with your Designated Bank through your Octopus Wallet. To set up the DDA, the registered name of your Designated Bank Account must be the same as your Octopus Wallet.
- 4.2 The DDA shall take effect from the date of our notification of the setup of the DDA to your Octopus Wallet and shall remain valid until it is effectively amended or cancelled by you in accordance with these Terms and Conditions.
- 4.3. You acknowledge that there shall be no transaction amount limit for the setup of the DDA.
- 4.4 If you wish to change the setup, amend or cancel a DDA, you should also contact your Designated Bank to effect such change, amendment and/or cancellation.
- 4.5 We reserve the right to charge you a reasonable administrative fee in respect of the setup of the DDA, and any change or amendment to and/or cancellation thereof.
- 4.6 You agree and acknowledge that any DDA instruction is irreversible upon submission to OCL.

#### **5. DDI**

- 5.1. You can submit your DDI instructions through your Octopus Wallet.
- 5.2 We shall comply with all your DDIs and instruct your Designated Bank directly or through our Authorised Partner to transfer the amount specified in your DDI from your Designated Bank Account to your Octopus Wallet.
- 5.3 The fund transfer amount as specified in your DDI will be credited to your Octopus Wallet within the time period as we may announce from time to time.
- 5.4 It is your sole responsibility to ensure that you have sufficient fund in your Designated Bank Account to effect the DDI and you shall be fully liable to OCL for any and all losses arising therefrom.
- 5.5 If there are insufficient fund in your Designated Bank Account to effect the DDI and such DDI has been rejected accordingly, we will debit any fund transfer amount that has been credited to your Octopus Wallet pursuant to such rejected DDI.
- 5.6 We will charge you a reasonable administrative fee in respect of any rejected DDI.
- 5.7 You acknowledge that each DDI is subject to certain limitations, including, without limitation, the Stored Value Limit, transaction amount limit (including annual transaction limit, minimum transaction amount and maximum daily amount), and frequency of DDI which we may notify you from time to time.
- 5.8 You agree and acknowledge that any DDI is irreversible upon submission to OCL.

## **6. FPS Addressing Service**

- 6.1 To register for the FPS Addressing Service through the Service, you agree and authorise us to use your Proxy ID to link with your Octopus Wallet. You can, through the Service (a) set up or cancel your Octopus Wallet for receiving payment under the FPS Addressing Service; (b) set up or cancel your Octopus Wallet as the default account for receiving payment under the FPS Addressing Service; and/or (c) cancel the FPS Addressing Service in respect of your other registered FPS User Accounts. Once you have registered your Proxy ID under the FPS Addressing Service, you can receive payment to be credited to your Octopus Wallet from other FPS User Account(s) using your Proxy ID.
- 6.2 You acknowledge and agree that once you have registered your Proxy ID with the FPS Addressing Service, your masked name will be shared and viewable by other holders of FPS User Account for the purpose of receiving payment to be credited to your Octopus Wallet.
- 6.3 You acknowledge and agree that we, HKICL and/or FPS Participants shall have the absolute right and discretion to cancel the FPS Addressing Service at any time without notice under any circumstance as we, HKICL and/or any FPS Participant shall deem appropriate, including, without limitation, if we, HKICL and/or FPS Participant have/has reason(s) to believe the Proxy ID is not genuine.

## **7. Fund Transfer to FPS User Account Instruction**

- 7.1 We shall comply with all your Fund Transfer to FPS User Account Instructions and deduct the amount specified in your Fund Transfer FPS User Account Instruction from your Octopus Wallet to be credited to the designated FPS User Account direct or through our Authorised Partner within the time period as we may announce from time to time.
- 7.2 You acknowledge that each Fund Transfer to FPS User Account Instruction is subject to certain limitations, including without limitation, daily transaction limit, minimum amount which we may notify you from time to time.
- 7.3 If your Fund Transfer to FPS User Account Instruction is rejected by the FPS Participant for whatever reason, we will reverse the instruction and, after deducting any administrative fee payable for the reversal of the instruction, arrange to refund the fund transfer amount to your Octopus Wallet.
- 7.4 You agree and acknowledge that any Fund Transfer to FPS User Account Instruction is irreversible upon submission to OCL.

## **8. Personal Information Collection Statement**

- 8.1 To enable us to provide the Service to you, you agree that we can collect, use, transfer and disclose the Required Information to the Designated Bank and/or our Authorised Partner(s) for each of your instruction relating to DDA, DDI and/or Fund Transfer to FPS User Account Instruction. If you do not agree to provide the Required Information to us, we may not be able to provide the Service to you in accordance with your instruction. The Required Information will be handled in accordance with the Conditions and OCL's [Privacy Policy](#) posted on OCL website.
- 8.2 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 following:
- (a) providing the Service to you, maintaining and operating the Service;
  - (b) processing and executing your instructions and requests in relation to the Services from time to time;

- (c) disclosing or transferring the Required Information to HKICL and other FPS Participants for their use for the purpose of the operation of 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.
- 8.3 You acknowledge and agree that the Required Information may be further disclosed or transferred by HKICL, us or any other FPS Participants to their customers and/or any other third parties who are users of FPS for the purposes of providing and operating the FPS Addressing Service and the DDA service.
- 8.4 If the 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 HKICL, us and other FPS Participants as specified in this Clause.

## 9. Disclaimer of Liability

- (a) OCL may refuse to act on any DDA, DDI, Fund Transfer to FPS User Account Instruction and/or instructions relating to the FPS Addressing Service 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 DDA, DDI, Fund Transfer to FPS User Account Instruction and/or FPS Addressing Service.
- (b) 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.
- (c) All communications by OCL shall be deemed to have been duly delivered to you upon transmission.
- (d) OCL is not responsible for the setup of any hyperlink to OCL website.
- (e) OCL makes no warranty or representation that the Service shall be free from virus or other destructive features which may adversely affect your hardware, software or equipment.
- (f) In no event shall OCL be responsible for failure in the communication networks, or the accuracy or timeliness of any DDA, DDI, Fund Transfer to FPS User Account Instruction, FPS Addressing Service or any other communications whatsoever in relation to the Service.
- (g) OCL shall not be liable to you or other persons whatsoever for any consequences arising from or in connection with:
  - (i) any unauthorised use of the Service or any unauthorised DDA, DDI, Fund Transfer to FPS User Account Instruction and/or FPS Addressing Service;
  - (ii) any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure when accessing the relevant platform (whether through OCL website, Octopus Mobile App, Octopus Wallet or otherwise) or using the Service; and/or
  - (iii) transmission or storage of any information or data relating to you in relation to your use of the Service.
- (h) 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.

## 10. 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 Conditions shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

#### **11. Changes in these Terms and Conditions**

We reserve the right to amend these Terms and Conditions from time to time without prior notice and your use of the Service following any such amendments constitutes your agreement to be bound by these Terms and Conditions.

#### **12. English Version Prevails**

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

#### **13. Governing Law and Jurisdiction**

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

**Octopus Cards Limited**  
**Licence Number: SVF0001**