

Terms & Conditions for Octopus Online Payment Service

Please read these terms and conditions (these “Terms and Conditions”) and the Conditions of Issue of Octopus (as amended from time to time) (the “Conditions”) carefully before using the Octopus online payment service (the “Service”) operated by Octopus Cards Limited (“OCL”) for purchase of goods and services or online bill and payment service (including donations, fund transfer and payment via FPS) (the “Octopus Online Payment Transaction”) provided by designated Service Providers (as defined in the Conditions) using *Octopus* (as defined in the Conditions), or designated Authorised Partners (as defined in the Conditions) through your O! ePay Account (as defined in the Conditions), as the case may be. By using *Octopus* and the Service, and/or your O! ePay Account and the Service, you are deemed to have read and understood, and agree to be bound by the Conditions and these Terms and Conditions.

1. Service

These Terms and Conditions apply to you as a user (“you” or “User”) of the Service to settle or make payment (a) using *Octopus* through (i) the internet provided by OCL through OCL website at <http://www.octopus.com.hk>, and/or (ii) the Octopus App (a type of Octopus Mobile App as defined in the Conditions), and/or (iii) other platforms as announced by OCL from time to time, and/or (b) through your O! ePay Account, as the case may be (collectively, the “Site”).

2. Requirements

2.1 The Site and the Service are applicable to selective *Octopus* and O! ePay Account, as the case may be, as determined by OCL from time to time.

2.2 *Octopus*

- (a) To use the Service, you are required to use an Octopus reader, including “Octopus PC Reader” or “Octopus Mobile Reader” or such other types of Octopus readers as announced by OCL from time to time, a NFC (Near Field Communication) enabled mobile device or such other type of devices as announced by OCL from time to time.
- (b) If you choose to use a mobile device as an Octopus reader, you need to install the Octopus App, onto such mobile device before using the Service. If your iOS mobile device does not support NFC tap card function, in addition to installing the Octopus App, you will be required to pair up your iOS mobile device with an Octopus Mobile Reader before using the Service.
- (c) Users can check the latest *Octopus* transaction records (including *Octopus* Online Payment Transactions) through Octopus PC Reader via OCL website, Octopus App, Octopus Service Points, designated Service Providers, or by calling Octopus Customer Service Hotline at (852) 2266 2222 or through such other means as announced by OCL from time to time.

2.3 O! ePay Account

- (a) To use the Service, you are required to install the Octopus App onto a NFC enabled mobile device or such other type of devices as announced by OCL from time to time and register for an O! ePay Account as an O! ePay Account Holder (as defined in the Conditions) through the Octopus App.
- (b) Users can check the latest transaction records relating to your O! ePay Account (including Octopus Online Payment Transactions) through 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.

3. Octopus Online Payment Transactions

3.1 *Octopus*

- (a) When using Octopus PC Reader, you are required to input the last 3 digits of the *Octopus* number (“*Octopus* Number”) on your *Octopus* to proceed with the Octopus Online Payment Transaction using the Float (as defined in the Conditions) on your *Octopus*.
- (b) When using the Octopus App, you are required to pre-register the *Octopus* Number on your *Octopus*. You can start using your registered *Octopus* for making Octopus Online Payment Transaction upon successful registration.
- (c) Once payment is processed, the amount will be deducted from your *Octopus*. Octopus Online Payment Transactions are non-refundable and irreversible except in the case where a particular Service Provider agrees to make refund. You should read the terms and conditions of the Service Providers before carrying out payment transactions with them. Upon receipt of a payment refund instruction from a Service Provider, 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 Service Providers offering refunds.
- (d) Unless expressly stated otherwise by OCL, all Octopus Online Payment Transactions will be rounded to the nearest 10 cents.
- (e) For some Service Providers, OCL will make available certain personal data and/or information provided by you to enable the Service Provider to provide the requested service to you, including providing your name, email address, mailing address and phone number to enable the Service Provider being the charitable organisation to issue the donation receipt to you. If you do not provide and authorise OCL to make available such data and/or information to the Service Provider, the Service Provider may be unable to provide you with the services you request. Under no circumstance shall OCL be responsible whatsoever arising out of or in connection with any personal data or information provided by you to any Service Provider through Octopus App, including accuracy or completeness of any such personal data or information.
- (f) A reference number will be issued for each successful Octopus Online Payment Transaction, which serves as a confirmation of such payment.
- (g) In the absence of manifest error, the records of OCL in respect of the Octopus Online Payment Transactions shall be final, conclusive and binding on you.
- (h) You are advised to check the Float balance and the latest Octopus transactions on your *Octopus* after each Octopus Online Payment Transaction and notify OCL of any transaction discrepancies by calling Octopus Customer Service Hotline at (852) 2266 2222 within 60 days of the transaction.

3.2 O! ePay Account

- (a) No pre-registration is required for making Octopus Online Payment Transactions using the Float in your O! ePay Account. However, some Authorised Partners may require you to link your O! ePay Account to your user account registered with them before you can start using your O! ePay Account for making Octopus Online Payment Transaction with them. You should read the terms and conditions of the Authorised Partners before linking your O! ePay Account with your user account registered with them.
- (b) Once payment is processed, the amount will be deducted from your O! ePay Account. Octopus Online Payment Transactions are non-refundable and irreversible except in the case where a particular Authorised Partner agrees to make refund. You should read the terms and conditions of the Authorised Partners before carrying out payment transactions with them. Upon receipt of a payment refund instruction from an Authorised Partner, 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 Authorised Partners offering refunds.
- (c) Unless expressly stated otherwise by OCL, all Octopus Online Payment Transactions will be rounded to the nearest 10 cents.
- (d) For some Authorised Partners, OCL will make available certain personal data and/or information provided by you to enable the Authorised Partner to provide the requested service to you. If you do not provide and authorise OCL to make available such data and/or information to the Authorised Partner, the Authorised Partner may be unable to provide you with the services you

request. Under no circumstance shall OCL be responsible whatsoever arising out of or in connection with any personal data or information provided by you to any Authorised Partner through Octopus App, including accuracy or completeness of any such personal data or information. For fund transfer service under the Service, you are required to provide OCL (a) the recipient's name of the fund to be transferred from your O! ePay Account to such recipient's user account registered with such Authorised Partner and (b) the transaction amount, which will be subject to certain transaction amount limit (including daily and/or monthly amount limit(s)) as announced by OCL from time to time. For payment service via FPS under the Service, you are required to provide the relevant FPS Participant (as defined in the Conditions) via Faster Payment System (as defined in the Conditions) your name as registered under your O! ePay Account and your O! ePay Account.

- (e) A reference number will be issued for each successful Octopus Online Payment Transaction, which serves as a confirmation of such payment.
- (f) In the absence of manifest error, the records of OCL in respect of the Octopus Online Payment Transactions shall be final, conclusive and binding on you.
- (g) You are advised to check the Float balance in and the latest transactions relating to your O! ePay Account after each Octopus Online Payment Transaction and notify OCL of any transaction discrepancies by calling Octopus Customer Service Hotline at (852) 2266 2222 within 60 days of the transaction date of the relevant Octopus Online Payment Transaction.

4. Offers from Merchants

- 4.1 OCL is authorised to promote and distribute offers (for example, coupons) provided by merchants (collectively, "Merchants") on Merchants' behalf or jointly with Merchants through the Octopus App, which under no circumstance constitutes any direct marketing. A Merchant may or may not be a Service Provider or an Authorised Partner. You acknowledge and agree that each Merchant is the issuer of the relevant offers and the products, facilities and/or services provided for redemption are the sole responsibility of such Merchant. All matters and disputes relating to Merchants' offers shall be subject to the final decision of such Merchants 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 Merchant.
- 4.2 You must be a valid O! ePay Account Holder in order to download or redeem the Merchants' offers. Please read carefully separate, additional terms and conditions of the Merchant before downloading and redeeming such Merchant's offer.
- 4.3 If you do not wish to receive any information relating to Merchants' offers (including any updates), you can turn off the push notification in the "Notification Setting" of the Octopus App.

5. Limits, Fees and Charges

You may be subject to certain limits in relation to the use of the Service (including, but not limited to, Stored Value Limit (as defined in the Conditions) and daily transaction limit for your O! ePay Account) as announced by OCL from time to time. OCL may also charge a reasonable service fee for using the Service and/or other services OCL provides to you. For details of the limits, fees and charges in relation to the Service, please refer to OCL website at <http://www.octopus.com.hk/get-your-octopus/where-can-i-use-it/list-of-places-in-hk/online-payment/en/index.html>.

6. 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 other Service Providers or Authorised Partners, as the case may be, authorising their use on the Site and in connection with the Service, 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 and/or contained in the Service 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.

7. Disclaimer of Liability

- (a) OCL may refuse to act on any Octopus Online Payment 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 Online Payment Transaction.
- (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. 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 Service Providers or Authorised Partners, as the case may be, to enable OCL, Service Providers and/or Authorised Partners, 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.
- (c) All communications by OCL shall be deemed to have been duly delivered to Users upon transmission.
- (d) 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.
- (e) OCL makes no warranty or representation that the Service shall be uninterrupted, free from virus or other destructive features which may adversely affect the Users' hardware, software or equipment whatsoever.
- (f) In no event shall OCL be responsible for failure or interruption in the communication networks, or the accuracy or timeliness of any Octopus Online Payment Transaction or any other communications whatsoever sent via the Site.
- (g) OCL shall not be liable to any Users or other persons whatsoever for any consequences arising from or in connection with :
 - (i) any unauthorised use of the Service or payment of Octopus Online Payment Transactions using an unauthorised *Octopus*;
 - (ii) any unauthorised use of the Service or unauthorised payment of Octopus Online Payment Transactions through an O! ePay Account;
 - (iii) any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure when accessing the Site or using the Service; and/or
 - (iv) transmission or storage of any information or data relating to the User, the Service and/or the Octopus Online Payment Transactions conducted by the User.
- (h) The Service Providers and the Authorised Partners, as the case may be, 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 Service Providers and/or the Authorised Partners and you should direct any enquiries relating to these matters to the relevant Service Provider or the relevant Authorised Partner, as the case may be.
- (i) OCL may vary, modify, suspend, discontinue or terminate the Site and/or Service, whether in part or in whole, at any time without notice.
- (j) 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 Service.
- (k) 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.

8. PERSONAL DATA AND COOKIES

- (a) In using the Service, your *Octopus* Number or account number of your O! ePay Account will be captured for the use by OCL, its contractors, Service Providers or Authorised Partner, as the

case may be, and in the case of payment service via FPS, HKICL and FPS Participant, for processing, handling and completing of the Octopus Online Payment Transaction. Other data, including, but not limited to, cookies, IP (internet protocol) address and domain name may be collected during the use of the Service. These data will be handled in accordance with OCL's [Privacy Policy](#) and [Conditions of Issue of Octopus](#) posted on OCL website.

- (b) Save for clause 8(e) below and/or unless expressly stated otherwise during the use of the Service, any personal data provided by you during the purchase process of the goods or services, or online bill and payment service process of the Service Providers or Authorised Partners, as the case may be, as requested and collected by such Service Providers or Authorised Partners such as name, email address, phone number and shipping address shall be for the sole use by the Service Providers or the Authorised Partners, as the case may be, for the fulfillment of goods and services and will not be shared with or kept by OCL in any circumstance.
- (c) The Personal Data (Privacy) Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from time to time ("Data"). The Data is to enable us to provide the services you request from the Service Providers and Authorised Partners as set out in this clause 8(c). Further information is set out in OCL's Privacy Policy posted on OCL website. For the purpose of providing some of the goods or services, or online bill and payment service (including donations, fund transfer or payment service via FPS), some Service Providers or Authorised Partners, as the case may be, may require you to provide personal data such as name, email address, phone number, mailing address to them through the Octopus App. If you do not provide the personal data or information as required by such Service Providers or Authorised Partners, as the case may be, through the Octopus App, such Service Providers or Authorised Partners, as the case may be, may be unable to provide you with the service you request, including the issuance of donation receipts. The personal data provided by you pursuant to this clause 8(c) shall be for the sole purpose of enabling OCL to transfer such personal data to the designated Service Providers or Authorised Partners, as the case may be, and in the case of payment service via FPS, such data will be transferred via HKICL and FPS Participant(s) at your direction for use by such Service Providers or Authorised Partners for fulfillment of the goods and services or provision of the online bill and payment service to you. Any personal data provided by you pursuant to this clause 8(c) will not be kept by OCL for longer than necessary to achieve the purpose indicated.
- (d) The Service Providers or Authorised Partners' use of your personal data will be governed by their own privacy policy or terms and conditions. Please read carefully the relevant Service Provider or Authorised Partners' privacy policy and personal information collection policy statement before providing or submitting your personal data or information to such Service Provider or Authorised Partners through the Octopus App.
- (e) Upon obtaining your consent by the relevant Authorised Partner, such Authorised Partner will provide OCL your personal data collected by such Authorised Partner such as email address and account ID (identification) registered with such Authorised Partner to enable OCL to link your user account under the account ID registered with such Authorised Partner with your O! ePay Account. You agree and acknowledge that the relevant Authorised Partner(s) shall be solely responsible for obtaining your consent in the transfer of your personal data to OCL pursuant to this clause 8(e) and under no circumstance shall OCL be responsible whatsoever. The personal data provided to OCL pursuant to this clause 8(e) will be stored by OCL for the purpose of enabling OCL to provide requested services to you in connection with such Authorised Partner(s).

9. Amendments

OCL reserves 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.

10. 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.

11. 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.

12. 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.

八達通網上付款服務條款及細則

請在使用由八達通卡有限公司（「本公司」）提供的八達通網上付款服務（「本服務」）前，閱讀下列之條款及細則（此等「條款與細則」）及八達通發卡條款（經不時修訂）（「條款」），視情況而定，以使用八達通（於條款所定義）購買由特定服務供應商（按條款所定義）提供之產品及服務或網上賬單及付款服務（包括捐款、轉賬及透過轉數快付款）（「八達通網上付款交易」），或以使用 O! ePay 賬戶（於條款所定義）購買由認可夥伴（按條款所定義）提供之產品及服務。當使用八達通及本服務，及 / 或使用 O! ePay 賬戶及本服務時，閣下即被視為已閱讀、明白及同意受條款及此等條款與細則所約束。

1. 服務

此等條款與細則適用於閣下作為用戶（「閣下」或「用戶」），視情況而定，(a) 使用八達通透過(i) 經由本公司網站 <http://www.octopus.com.hk> 提供的互聯網，及 / 或 (ii) 八達通 App（一種八達通手機應用程式，按條款所定義），及 / 或 (iii) 其他由本公司不時公佈的平台，及 / 或 (b) 透過你的 O! ePay 賬戶（統稱為「服務平台」），以利用本服務作付款用途。

2. 要求

2.1 服務平台和本服務只供，視情況而定，由本公司不時指定的八達通及 O! ePay 賬戶使用。

2.2 八達通

- (a) 使用本服務時，閣下須要使用八達通讀寫器，包括「八達通 PC 閱卡機」或「八達通流動讀寫器」或由本公司不時公佈之其他類型的八達通讀寫器、一部備有 NFC 近場通訊的流動裝置或其他由本公司不時公佈之裝置類型。
- (b) 如閣下選擇透過流動裝置作為八達通讀寫器使用本服務，閣下必須先於該裝置安裝八達通 App，方可使用本服務。如閣下的 iOS 流動裝置未能支援 NFC，除安裝八達通 App 外，你須要把 iOS 流動裝置與八達通流動讀寫器進行配對，方可使用本服務。
- (c) 用戶可使用八達通 PC 閱卡機透過本公司網站、八達通 App、八達通服務站、指定服務供應商或商店，或聯絡八達通客戶服務熱線 (852) 2266 2222、或透過本公司網站上不時提供的方法檢查包括八達通網上付款交易之八達通交易紀錄。

2.3 O! ePay 賬戶

- (a) 使用本服務時，閣下必須先於一部備有 NFC 近場通訊的流動裝置或其他由本公司不時公佈之裝置安裝八達通 App 及透過八達通 App 登記 O! ePay 賬戶以成為 O! ePay 賬戶持有人（按條款所定義）。
- (b) 用戶能透過八達通 App 或聯絡八達通客戶服務熱線 (852) 2266 2222 或透過本公司不時提供的方法查詢閣下 O! ePay 賬戶之最新交易記錄(包括八達通網上付款記錄)。

3. 八達通網上付款交易

3.1 八達通

- (a) 經由八達通 PC 閱卡機使用本服務時，閣下須要輸入八達通號碼的最後三個數字，以使用於該八達通的儲值金額（按條款所定義）進行八達通網上付款交易。
- (b) 經由八達通 App 使用本服務時，閣下須預先登記八達通號碼。成功登記後，閣下即可使用已登記的八達通作八達通網上付款交易。
- (c) 當處理付款時，付款金額會由閣下的八達通餘額扣除。八達通網上付款交易是不能退款及不可逆轉的，而在特定的服務供應商同意退款的情況下除外。與服務供應商進行支付交易前，閣下應閱讀他們的條款及細則。在接收來自服務供應商的支付退款指令時，本公司將透過八達通 App 或由本公司不時建議的其他渠道退款給閣下。任何退款安排須受提供退款的服務供應商的條款及細則約束。
- (d) 除非本公司另有明確說明，所有八達通網上付款交易將四捨五入至最接近的港幣 0.1 元計算。
- (e) 本公司將會向某些服務供應商提供閣下某些個人資料及 / 或資訊，以允許服務供應商向閣下提供你要求的服務，包括提供閣下的姓名、電郵地址、地址及電話號碼以允許作為慈善機構的服務供應商向你發出捐款收據。如閣下拒絕提供及拒絕授權本公司向服務供應商提供有關資料及 / 或資訊，該服務供應商將有機會不能向閣下提供你要求的服務。在任何情況下，本公司將不會因應你透過八達通 App 向任何服務供應商提供的個人資料或資訊，包括因有關個人資料或資訊的準確性或完整性而直接或間接產生的任何後果負上責任。
- (f) 當八達通網上付款交易完成後，閣下會收到一個參考編號以確認該付款。
- (g) 除非有任何明顯錯誤，有關八達通網上付款交易之紀錄均以本公司之版本作為最終，確切及具有約束力。
- (h) 建議閣下在使用八達通作八達通網上付款交易後，檢查閣下的八達通儲值金額及八達通網上付款交易之八達通交易紀錄。如發現問題，請於交易發生後 60 天內致電八達通客戶服務熱線 (852) 2266 2222 跟進。

3.2 O! ePay 賬戶

- (a) 閣下無需預先註冊即可使用 O! ePay 賬戶之儲值金額進行八達通網上付款交易。然而，某些認可夥伴或會於閣下開始使用你的 O! ePay 賬戶與其進行八達通網上付款交易前，先要求你將 O! ePay 賬戶連結至你已於該認可夥伴註冊的使用者賬戶。閣下將 O! ePay 賬戶連結至你已於該認可夥伴註冊的使用者賬戶前，應先閱讀他們的條款及細則。
- (b) 當處理付款時，付款金額會由閣下的 O! ePay 賬戶扣除。八達通網上付款交易是不能退款及不可逆轉的，而在認可夥伴同意退款的情況下除外。與認可夥伴進行支付交易前，閣下應閱讀他們的條款及細則。在接收來自認可夥伴的支付退款指令時，本公司將透過八達通 App 或由本公司不時建議的其他渠道退款給閣下。任何退款安排須受提供退款的認可夥伴的條款及細則約束。
- (c) 除非本公司另有明確說明，所有八達通網上付款交易將四捨五入至最接近的港幣 0.1 元計算。
- (d) 本公司將會向某些認可夥伴提供閣下的某些個人資料及 / 或資訊，以允許認可夥伴向閣下提供你要求的服務。如閣下拒絕提供及拒絕授權本公司向認可夥伴提供有關資料及 / 或資訊，該認可夥伴將有機會不能向閣下提供你要求的服務。在任何情況下，本公司將不會因應你透過八達通 App 向任何認可夥伴提供的個人資料或資訊，包括因有關個人資料或資訊的準確性或完整性而直接或

間接產生的任何後果負上責任。就本服務中的轉賬服務，閣下須向本公司提供(a) 由閣下的 O! ePay 賬戶轉賬至認可夥伴之註冊收款人姓名，及(b) 該轉賬金額，有關轉賬金額將受由本公司不時公佈的交易限額（包括每日及 / 或每月交易限額）所規限。就本服務中的透過轉數快付款服務，閣下須透過快速支付系統（按條款所定義）向相關快速支付系統參與者（按條款所定義）提供閣下的 O! ePay 賬戶之註冊收款人姓名及閣下的 O! ePay 賬戶號碼。

- (e) 當八達通網上付款交易完成後，閣下會收到一個參考編號以確認該付款。
- (f) 除非有任何明顯錯誤，有關八達通網上付款交易之紀錄均以本公司之版本作為最終，確切及具有約束力。
- (g) 建議閣下在使用 O! ePay 賬戶作八達通網上付款交易後，檢查閣下的 O! ePay 賬戶儲值金額及八達通網上付款交易之交易紀錄。如發現問題，請於交易發生後 60 天內致電八達通客戶服務熱線 2266 2222 跟進。

4. 商戶提供的優惠

4.1. 本公司獲授權代表商戶或聯同商戶透過八達通 App 推廣及發送由商戶(統稱「商戶」)提供的優惠（例如優惠券），在任何情況下均不構成直接促銷。商戶有可能是或不是服務供應商或認可夥伴。閣下承認及同意有關優惠、換領的產品，用作換領有關優惠的設施及 / 或服務均由商戶提供及由該商戶負責。有關商戶優惠的所有問題及爭議將由該商戶保留最終決定權，本公司於任何情況下均不會對有關優惠、換領的產品及，用作換領有關優惠的設施及 / 或服務負責。

4.2. 閣下需要成為有效的 O! ePay 賬戶持有人以下載或換領商戶優惠。請於下載及換領有關商戶優惠前，先參閱有關商戶優惠的條款及細則。

4.3. 如閣下不想收取任何有關商戶優惠的資訊（包括任何更新），可以關閉八達通 App「通知設定」內的通知功能。

5. 限制，費用及收費

你可能受由本公司就使用本服務而不時公佈的限制（包括，但不限於，儲值的最高限額（按條款所定義）及每個 O! ePay 賬戶之每日交易限額）所規限。本公司亦可能對使用本服務及 / 或其他由本公司提供之服務收取合理的服務費。有關本服務的限制，費用及收費之詳情，請查閱本公司網站 <http://www.octopus.com.hk/get-your-octopus/where-can-i-use-it/list-of-places-in-hk/online-payment/tc/index.html>

6. 知識產權

有關刊載於不同服務平台的內容或資訊的商標，標誌及知識產權均視情況而定屬本公司或服務供應商或認可夥伴授權使用。在未獲本公司或相關知識產權持有人書面授權不得使用。未經本公司事先書面同意，不得將在任何服務平台或服務中所提供的資料或資訊的任何部份修改，複製，存儲於檢索系統，傳送，複印，分發或以任何其他方式使用或作其他任何用途。

7. 免責聲明

- (a) 本公司在對任何八達通網上付款交易合法性，真實性存疑時，拒絕執行該項交易。本公司不負責對任何八達通網上付款交易的準確性，權威性或真實性作任何調查。
- (b) 本公司（及其關連公司）被要求執行有關法例及法規（包括由有管轄權的法院，政府或監管機構要求執行的指令）時，有權按本公司作之最終決定，按有關法例及法規進行相對應之行動。
- (c) 所有由本公司發出的通訊發出後即視作已由收件人收訖。
- (d) 本公司並不負責任何連指本公司網站之超連結之設定。任何連指本公司網站之超連結均不會構成或視為本公司與該第三方網站的任何類型的關連或本公司已認可該第三方網站。
- (e) 本公司不能保證亦不能聲稱本服務絕不中斷運作，免受病毒或其他破壞性侵害而可能對用戶之任何硬件，軟件或裝置產生不利影響。
- (f) 在任何情況下本公司均不會負責任何因通訊網絡事故或網絡中斷，八達通網上付款交易之準確性或時效性，或其他經有關服務平台傳送之信息。
- (g) 基於以下原因所產生或引致任何用戶或任何人仕的一切後果，本公司一概不負責任：
 - (i) 任何未經授權使用本服務或使用未授權的八達通作八達通網上付款交易；
 - (ii) 任何未經授權使用本服務或使用 O! ePay 賬戶作未授權之八達通網上付款交易；
 - (iii) 任何在使用本服務或服務平台時的任何中斷，截取，暫停，延遲，停電，損失，無法使用，切割，不正確的數據傳輸或其他故障；及 / 或
 - (iv) 由用戶所傳送或儲存有關於用戶，本服務及 / 或八達通網上付款交易的資料或數據。
- (h) 服務供應商及認可夥伴，視情況而定，將負責提供有關之產品及 / 或服務。當使用該等產品及 / 或服務時，閣下須遵守由服務供應商及認可夥伴，視情況而定，所訂立的規則，法規和附例。本公司並不負責服務供應商及認可夥伴之產品及 / 或服務而閣下應向有關服務供應商直接查詢。
- (i) 本公司有權在任何時間改變，修改，暫停，停止或終止部份或全部服務平台或服務而不須另行通知。
- (j) 在任何情況下本公司不應負責，不論在合約（包括故意違約）、訴訟（包括疏忽）還是其他方面，任何因存取服務平台或使用本服務而引致的直接、間接、或特別之任何損失或毀壞。
- (k) 此條款及細則不會排除或限制因我們疏忽而引致的死亡或人身傷害所須承擔的責任或欺詐的責任。

8. 個人資料及"Cookies"

- (a) 當使用本服務時，閣下之八達通號碼或 O! ePay 賬戶號碼會被本公司收集，視情況而定並轉發與本公司之承辦商，服務供應商或認可夥伴，如透過轉數快付款服務，香港銀行同業結算有限公司及快速支付系統參與者，以處理及完成閣下的八達通網上付款交易。在使用本服務時，其他數據，包括但不限於用戶的"Cookie"，互聯網位置，域名亦有可能收集。此等資料均會按本公司刊登於本公司網站上之[私隱政策](#)及[八達通發卡條款](#)處理。
- (b) 除非明顯地聲明，否則於使用本服務時，所有在進行購買產品、服務、網上賬單及付款服務時，視情況而定閣下向服務提供者或認可夥伴所提供的任何個人資料，例如姓名，電郵地址，電話號碼，送貨地址均只會視情況而定提供予該服務提供者或認可夥伴，以作履行閣下所作的訂單之用。在任何情況下本公司均不會獲悉或保存該等資料。

- (c) 個人資料 (私隱) 條例規管本公司不時向閣下收集、管有、處理及使用個人資料及其他資訊 (「資料」) 。該資料允許我們如條文 8(c) 所述向閣下提供你要求服務供應商及認可夥伴提供的服務。有關資訊已詳列於本公司發放於本公司網頁上的私隱政策。為提供產品或服務，或處理網上賬單及付款服務 (包括捐款、轉賬或透過轉數快付款) ，某些服務供應商或認可夥伴，視情況而定，可能會要求閣下透過八達通 App 向其提供個人資料包括姓名、電郵地址、電話號碼、送貨地址。如閣下拒絕透過八達通 App 提供該務供應商或認可夥伴要求的個人資料或資訊，視情況而定，該服務供應商或認可夥伴，視情況而定，有機會不能向閣下提供你要求的服務，包括發出捐款收據。閣下根據本條文 8(c) 提供的個人資料，目的只為允許本公司向提供服務供應商或認可夥伴傳送該個人資料，視情況而定，如透過轉數快付款服務，該資料將透過香港銀行同業結算有限公司及快速支付系統參與者傳送，由閣下全權酌情決定，由服務供應商或認可夥伴作履行閣下所作的產品及服務訂單，或處理你的網上賬單及付款之用。本公司不會保留任何閣下根據本條文 8(c) 提供的個人資料超過用以貫徹被使目的所必需的時間。
- (d) 服務供應商或認可夥伴使用你的個人資料時，將會受其私隱政策或條款及細則管轄。請於透過八達通 App 提供或傳送你的個人資料或資訊予該服務供應商或認可夥伴前，先參閱服務供應商或認可夥伴的私隱政策及個人資料收集聲明。
- (e) 在相關之認可夥伴已獲得閣下的同意情況下，該認可夥伴將向本公司提供由該認可夥伴向閣下收集之個人資料，如電郵地址及於認可夥伴所註冊之賬戶號碼(已認證)，以允許本公司將閣下已於該認可夥伴註冊的賬戶號碼下的使用者賬戶，連結至閣下的 O! ePay 賬戶。根據本條文 8(e)，閣下承認及同意相關之認可夥伴，須為獲得閣下同意後向本公司傳送個人資料而負責，在任何情況下，本公司將不會因而直接或間接產生的任何後果負上責任。有關根據本條文 8(e) 而向本公司提供的個人資料，將由本公司儲存，以允許本公司向閣下提供你要求的服務，以提供連結至該認可夥伴。

9. 修改

本公司保留不時修改此等條款及細則之權利而不另作通知。當閣下在此等修改後使用本服務即同意接受此等條款及細則之約束。

10. 管轄法律

此等條款及細則受香港法律管制。閣下與本公司不可撤銷地服從香港的法院的專屬管轄權。

11. 以英文本為準

本公司有提供此等條款與細則的中文譯本。此等條款與細則的中、英文版本之間如有所抵觸，應以英文版本為準。

12. 第三者之權利

此等條款不應產生或引起，也不應被意圖用來產生或引起任何第三者的權利。不論此等條款直接、間接、明示或暗示地賦予任何權利或利益予任何第三者，任何第三者均沒有任何權利去強制執行或倚賴

此等條款之任何條文。在此明確排除任何因法例（包括但不限於合約（第三者權利）條例）而產生或賦予與本發卡條款關連的第三者合約權利或其他權利。為免產生疑問，本條款不會影響任何此條款及細則的許可承讓人或受讓人的權利。