

Terms and Conditions Relating to Octopus Payment Service outside Hong Kong through Payment Service Providers (Effective from 25 September 2025)

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**”, “**we**” or “**us**”) as amended from time to time) carefully before using the Octopus Wallet or the Linked Octopus (for the time being, a Linked Octopus which is a Mobile Octopus only to make payment for goods and services offered by the Payment Service Provider Merchants (as defined below) (the “**Outbound Payment Service via PSP**”). By using the Outbound Payment Service via PSP, you are deemed to have read and understood, and agree to be bound by the Conditions and these Terms and Conditions.

1. Introduction

- 1.1. These Terms and Conditions apply to you as a user (“**you**” or “**User**”) of the Outbound Payment Service via PSP to use the Octopus Wallet or the Linked Octopus (for the time being, a Linked Octopus which is a Mobile Octopus only) or to make payment for goods and services offered by the Payment Service Provider Merchants (as defined below).
- 1.2. The Outbound Payment Service via PSP is available to selective categories of Octopus Wallets and Linked Octopus as we may announce from time to time.

2. Definitions

- 2.1. Unless the context otherwise requires, terms and expressions defined in the Conditions shall have the same meanings when used in these Terms and Conditions.
- 2.2. In these Terms and Conditions:

“**Infrastructure Provider**” means any third party infrastructure providers providing necessary shared market infrastructure for the provision of the Outbound Payment Service via PSP to you, including, without limitation, Hong Kong Monetary Authority, Hong Kong Interbank Clearing Limited, the Payment Service Provider, the financial institutions outside Hong Kong and any other communications, clearing, settlement or payment system, or intermediary or correspondent bank and their respective branches, affiliates, subsidiaries, group companies, sub-contractors, service providers and professional advisers;

“**Payment Service Provider**” or “**PSP**” means a bank, a financial services company or a corporate entity that offers and operates payment services which is authorised by OCL in relation to the provision of the Outbound Payment Service via PSP to you; and

“**Payment Service Provider Merchant**” means designated merchant outside Hong Kong that accepts payment means offered by or operated by the relevant Payment Service Provider for the goods and services offered by such designated merchant.

3. The Outbound Payment Service via PSP

- 3.1. You must ensure that there is a positive Float in your Octopus Wallet or Linked Octopus before using Outbound Payment Service via PSP.
- 3.2. You can use the Float in your Octopus Wallet and Linked Octopus to make payment for goods and services offered by the Payment Service Provider Merchants under the

Outbound Payment Service via PSP, which shall be subject to certain limitations, including without limitation, Stored Value Limit, daily transaction limit, annual spending limit, minimum amount and the account and transaction limitations of Octopus Wallets and Linked Octopus which we may notify you from time to time.

- 3.3. The Outbound Payment Service via PSP is subject to the Foreign Currency Transaction Fee and/or such other charges as we may announce from time to time.
- 3.4. 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 applicable rate of foreign currency exchange in the currency markets on the day when the relevant transaction is conducted, which may be different from prevailing market rate.
- 3.5. The amount specified in your payment instructions for Outbound Payment Service via PSP shall be the aggregate of: (a) the amount in Hong Kong dollars converted from the foreign currency by the applicable rate of foreign currency exchange in the currency markets on the day when the relevant transaction is conducted; and (b) the Foreign Currency Transaction Fee and/or such other charges as we may announce from time to time. Payment transaction using Outbound Payment Service via PSP will be rounded to the nearest HK\$10 cents.
- 3.6. We shall comply with all your payment instructions and deduct the amount in Hong Kong dollars specified in your payment instructions from your Octopus Wallet or Linked Octopus to be credited to the Payment Service Provider within the time period as we may announce from time to time.
- 3.7. If your payment instructions for Outbound Payment Service via PSP is rejected by the Infrastructure Providers, the Payment Service Provider or the Payment Service Provider Merchants for whatever reason, we will reverse the instruction and, after deducting any administrative fee payable for the reversal of the payment instructions, arrange to refund the payment amount to your Octopus Wallet or Linked Octopus.
- 3.8. You agree and acknowledge that any payment instructions for Outbound Payment Service via PSP is non-refundable and irreversible except in the case where a Payment Service Provider Merchant, a Payment Service Provider or an Infrastructure Provider agrees to make refund (as the case may be). Upon receipt of a payment refund instruction from a Payment Service Provider Merchant, a Payment Service Provider or an Infrastructure Provider, OCL will make available the refund to you through Octopus Mobile 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 Payment Service Provider Merchant, the Payment Service Provider or the Infrastructure Provider offering refunds.
- 3.9. 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.
- 3.10. Under normal circumstances, we will make reasonable efforts to make available the Outbound Payment Service via PSP, but we make no representations, endorsements or warranties as to the reliability, availability, title, suitability or any kind whatsoever. Further, we cannot guarantee that the Infrastructure Providers, the Payment Service Providers and Payment Service Provider Merchants will be able to provide the designated services in respect of the Outbound Payment Service via PSP as this depends on the systems and operations of the Infrastructure Providers, the Payment Service Providers and Payment Service Provider Merchants 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 Outbound Payment Service via PSP.

- 3.11. We reserve the right to recover, cancel or terminate, or suspend the whole or any part of the Outbound Payment Service via PSP without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.
- 3.12. You should ensure that your Octopus Wallet, or in the case of Linked Octopus, both your Octopus Wallet and your Linked Octopus shall remain valid at all times throughout your use of the Outbound Payment Service via PSP.
- 3.13. If there is insufficient Float in your Octopus Wallet or Linked Octopus to settle any amounts including fees outstanding for the Outbound Payment Service via PSP, we shall be entitled to, in addition to other remedies available, suspend or terminate your use of the Outbound Payment Service via PSP, whether in whole or in part immediately without notice. Any amount outstanding for the Outbound Payment Service via PSP **shall become immediately due and payable**. You may receive a payment reminder from OCL via push notification through Octopus Mobile App if there is any amount outstanding for the Outbound Payment Service via PSP. 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 for the Outbound Payment Service via PSP from your Octopus Wallet whenever there is sufficient Float on your Octopus Wallet or from your Linked Octopus whenever there is sufficient Float on your Linked Octopus.
- 3.14. The Payment Service Provider Merchants shall be responsible for the goods and/or services they provide to you. OCL shall have no responsibility for the payment of the goods or services of the Payment Service Provider Merchants conducted by the Outbound Payment Service via PSP and you should direct any enquiries, issues and/or disputes relating to these matters to the relevant Payment Service Provider Merchant(s).
- 3.15. 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 your use of the Outbound Payment Service via PSP.

4. Disclaimer of Liability

- 4.1. OCL may refuse to act on any payment instructions and/or instructions relating to the Outbound Payment Service via PSP 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 payment instructions and/or instructions relating to the Outbound Payment Service via PSP.
- 4.2. OCL (including its affiliated companies) is required to act in accordance with the prevailing laws and regulations (including any legally enforcement 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.

- 4.3. OCL makes no warranty or representation that the payment instructions for Outbound Payment via PSP shall be free from virus or other destructive features which may adversely affect your hardware, software or equipment.
- 4.4. In no event shall OCL be responsible for failure in the communication networks, or the accuracy or timeliness of any payment instructions and/or instructions relating to the Outbound Payment Service via PSP or any other communications whatsoever in relation to the Outbound Payment Service via PSP.
- 4.5. OCL shall not be liable to you or other persons whatsoever for any consequences arising from or in connection with:
- (a) any unauthorised use of the Outbound Payment Service via PSP;
 - (b) any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure when accessing the relevant platform (whether through Octopus Mobile App, Octopus Wallet or otherwise) or using the Outbound Payment Service via PSP; and/or
 - (c) transmission or storage of any information or data relating to you in relation to your use of the Outbound Payment Service via PSP.
- 4.6. For using the Outbound Payment Service via PSP, the Infrastructure Providers and Payment Service Providers shall be responsible for conducting the outbound payment(s) to Payment Service Provider Merchants after the payment instructions is given by you. OCL shall have no responsibility for the acts and omissions of the Infrastructure Providers or Payment Service Providers and OCL will not be liable for any loss suffered by you resulting, directly or indirectly, from the acts or omissions of any Infrastructure Provider or Payment Service Provider.
- 4.7. 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.

5. 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 Outbound Payment Service via PSP following any such amendments constitutes your agreement to be bound by these Terms and Conditions.

6. 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.

7. 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.

8. 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, without limitation, 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.

Octopus Cards Limited
Licence Number: SVF0001