

OCTOPUS CARDS LIMITED Privacy Policy Statement

GENERAL

DEFINITIONS AND INTERPRETATION

OUR COMPANY POLICY

TYPES OF PERSONAL DATA COLLECTED AND HELD

PURPOSES OF KEEPING PERSONAL DATA

USE OF PERSONAL DATA IN DIRECT MARKETING

DISCLOSURE OF PERSONAL DATA

ACCURACY AND RETENTION OF PERSONAL DATA

SECURITY OF PERSONAL DATA

ACCESS AND CORRECTION OF PERSONAL DATA

LINKS TO OTHER WEBSITES

CHANGE OF OUR PRIVACY POLICY

INTERNAL PRACTICES

ENGLISH VERSION

CONDITIONS

GENERAL

1. Octopus Cards Limited, the issuer of the *Octopus*, issuer of the stored value facility under Octopus Wallet Service, and issuer of various mobile applications respects the privacy of its customers and understands the importance of privacy for visitors to its website. Octopus Cards Limited (the "Company", "we", "our" or "us") collects and retains information so that we can efficiently provide services to our customers. This Privacy Policy Statement is designed to help you understand what information the Company gathers and what we do with the information.

DEFINITIONS AND INTERPRETATION

2. In this Privacy Policy Statement, unless the context otherwise requires,

"Application Form" means any form containing an application by the Holder of the *Octopus*; Octopus Wallet Holder; user of the Automatic Add Value Service; and/or Service Provider/Authorised Partner;

"Authorised Mobile Payment Service Provider" is a mobile payment service provider that we have authorised to offer *Mobile Octopus*;

"Authorised Partner" is a bank or financial services company or a FPS Participant or a corporate entity that we have authorised to offer their services in respect of your Octopus Wallet;

"Automatic Add Value Service" or **"AAVS"** means the service whereby we or our Service Providers, on our behalf, will automatically add a certain amount of value (as determined by us from time to time) to the Float on the *Octopus* if the Float stored on the *Octopus* has reached a certain minimum level as determined by us from time to time;

"Card Funds" means the SVF Deposits and Float from time to time;

"Card Association" is a payment association that licenses card programmes to banks or financial services companies or corporate entities under its specific brand(s) or scheme;

"Card Association Merchant" means designated merchant that accepts payment products or services licensed by the relevant Card Association for the goods and services offered by such designated merchants;

"Client Funds Company" shall mean Octopus Cards Client Funds Limited, whose Articles of Association provide that its function is to hold and deal with Card Funds in accordance with the Conditions of Issue and Payment Systems and Stored Value Facilities Ordinance ("PSSVFO");

"Conditions" means the Conditions of Issue of Octopus and the Octopus Automatic Add Value Agreement published by the Company as amended from time to time;

"Converted Octopus" means selective Octopus that can be converted into a *Mobile Octopus* and once converted, cannot be re-activated. Upon conversion, the SVF Deposit, if applicable, and the Float, if any, stored on such *Octopus* shall be added to the SVF Deposit and the Float, if any, of your *Mobile Octopus*;

"Faster Payment System" or "FPS" means the financial infrastructure launched by the Hong Kong Monetary Authority and operated by Hong Kong Interbank Clearing Limited to facilitate payment services and other related services amongst FPS Participants;

"FPS Participant" means a participant of FPS which may be a bank or financial services company or a licensee of the stored value facility licence granted under PSSVFO or a corporate entity as approved by Hong Kong Interbank Clearing Limited;

"Float" shall mean the stored value remaining (1) on an *Octopus*, excluding SVF Deposit, and (2) in your Octopus Wallet;

"Friend" means another Octopus Wallet Holder who has established a linkage between his/her Octopus Wallet and your Octopus Wallet for the purpose of performing P2P Payment;

"Holder" means the bearer of the *Octopus* for the time being but in the case of the Personalised *Octopus*, the expression "Holder" means the person identified in the electronic data stored in the *Octopus*. The expression "Holders" shall be construed accordingly;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"Mobile Device" means any eligible mobile or wearable technology device or any other device as we may announce from time to time;

"Mobile Network Operator" is a company that provides mobile telecommunication services in Hong Kong that we have authorised to offer Octopus.

"Octopus" means device- and non-device-based stored value facility cards and products provided by us as described in the Conditions;

"Octopus Mobile App" means mobile applications developed and operated by us for Octopus services and/or the Octopus Wallet Service;

"Octopus Wallet" means a network-based stored value account applied for by an Octopus Wallet Holder with and approved by us in respect of the Octopus Wallet Service;

"Octopus Wallet Holder" means a holder of the Octopus Wallet;

"Octopus Wallet Service" means the network-based stored value service offered by us in association with Authorised Partners as described in the Conditions of Issue;

"Octopus Wallet Payment Card" means a branded network-based card or product issued by us for the Octopus Wallet Service under the specific brand of the relevant Card Association as described in the Conditions of Issue;

"Octopus payment system" means the payment system maintained and operated by the Company;

"Ordinance" means the Personal Data (Privacy) Ordinance (Cap. 486) of the Laws of the Hong Kong Special Administrative Region;

"Personal Data" means any personal data held by the Company including all information provided by Holder; Octopus Wallet Holder; user of the Automatic Add Value Service; and/or persons linked to a Service Provider/Authorised Partner applicant that is not an individual, including

the beneficial owners and officers of that customer or applicant, or in the case of a trust, including the trustees, settlors, protectors and beneficiaries of the trust; in the Application Forms, and all the information (a) relating to the use of the *Octopus* by which we receive during from our *Octopus* readers and/or from other channels in respect of the use of your *Octopus* and (b) during the operation of the Octopus Wallet Service and/or from other channels in respect of the use of your Octopus Wallet), to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance;

"P2P Payment" means the person-to-person payment from one Octopus Wallet to another Octopus Wallet (including his/her Friend's Octopus Wallet);

"Service Providers" means any transport operators, retailers (including without limitation supermarkets, convenience stores, restaurants and fast food shops, food, other consumer goods e.g. medicines and cosmetics, books, newspapers, stationery and gifts, accessories shops, shopping malls, wearing apparel, telecommunications), entertainment / recreation / sports facilities providers, educational establishments, government related entities, building access control providers, unattended services (such as vending machines / kiosks / photo booths / telephone booths), online and/or mobile payment platform providers, online and/or mobile payment service providers or other parties which offer their services when the Holders present their *Octopus* and are approved by us. These Service Providers should display the Octopus acceptance logo clearly;

"SVF Deposit" shall have the meaning ascribed to it in the Conditions of Issue;

"Third Party Operator" is an entity, whether in Hong Kong or elsewhere, with which we have entered into a formal business relationship to provide you with *Cross Border Octopus*, and some other functionalities, if any. Third Party Operators do not include any bank or financial services company with whom we offer the Bank Co-Brand *Octopus*, or any Mobile Network Operator with whom we offer the *Octopus* Mobile SIM or any Authorised Mobile Payment Service Provider with whom we offer the *Mobile Octopus*;

OUR COMPANY POLICY

3. We pledge to meet fully, and where possible exceed, internationally recognised standards of personal data privacy protection in complying with the requirements of the Ordinance. In doing so, we promise to:
 - (i) collect adequate, but not excessive, Personal Data by lawful and fair means for lawful purposes directly related to our functions and activities;

- (ii) take all reasonably practicable steps to ensure that all Personal Data collected or retained are accurate, having regard to the purposes for which they are to be used;
- (iii) ensure that Personal Data are not used where there are reasonable grounds for believing that they are inaccurate, having regard to the purposes for which they are to be used;
- (iv) erase Personal Data which are no longer necessary for the fulfillment of the purposes for which they are to be used;
- (v) use Personal Data only for purposes for which the data were to be used at the time of the collection of the data, unless you have given your express consent for a change of use or such use is required or permitted by the Ordinance or the law of Hong Kong Special Administrative Region (“Hong Kong”);
- (vi) take all reasonably practicable steps to ensure that Personal Data are protected against unauthorized or accidental access, processing, erasure or other use;
- (vii) take all practicable steps to ensure that you can be informed of the kinds of personal data we hold and the main purposes for which the data are to be used; and
- (viii) allow you to access and request correction of your Personal Data held by us in a manner prescribed by the Ordinance. We may charge you a fee as permitted by the Ordinance in complying with your data access request.

STATEMENT OF PRACTICES

TYPES OF PERSONAL DATA COLLECTED AND HELD

- 4. For the purpose of conducting the Company's business (including relevant online services), we may collect from you and hold some or all of the Personal Data such as, but not limited to, any or all of the following (according to the product or service you select) to enable us to provide the *Octopus*, *Octopus Wallet Service*; or other related service to you:
 - a. Your name;
 - b. Your Gender;
 - c. Your photographs;
 - d. Your bank/credit card account information;
 - e. Your preferred language for communications;
 - f. Contact details, including contact name, telephone number, email address and residential or permanent address;
 - g. Information for the verification of identity, including

- identification document type, identification number and proof of identity and address;
 - h. Your age and date of birth;
 - i. Your Nationality;
 - j. Your *Octopus* number and/or Octopus Wallet number (only applicable when your identity can be directly or indirectly ascertained from the *Octopus* number and/or Octopus Wallet number);
 - k. Your *Octopus* usage data (only applicable when your identity can be directly or indirectly ascertained from the *Octopus* usage data);
 - l. Your mobile device ID (identification number) of which the Octopus Mobile App is installed thereon;
 - m. Your vehicle license plate number (for the use of Octopus Easy Park Service) (only applicable when your identity can be directly or indirectly ascertained from the vehicle license plate number); and;
 - n. The location information sent from your Mobile Device for locating Service Providers around you.
5. We use cookies, pixels, and similar technologies (together “cookies”) on OCL websites and apps. Please see our separate Cookie Policy.

PURPOSES OF KEEPING PERSONAL DATA

6. Personal Data held by us may be used for the following purposes (as the case may be):
- a. processing an application for the services offered to you from time to time;
 - b. providing you with customer notifications and direct marketing materials as set out in paragraph 7;
 - c. conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
 - d. management, operation and maintenance of the Octopus payment system and/or Octopus Wallet Service and Card Fund, including audit, and exercising our and your rights under the Conditions;
 - e. collecting money due from AAVS Account Holder (as defined in the Octopus Automatic Add Value Agreement) and/or Octopus Holder, whether from the AAVS Account (as defined in the Octopus Automatic Add Value Agreement) or otherwise;
 - f. verifying any information and records relating to the Automatic Add Value Service Account Holder and/or the Octopus Holder;
 - g. designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - h. communication by us to you;

- i. investigation of complaints, suspected suspicious transactions and research for service improvement;
- j. prevention or detection of crime; and
- k. disclosure as required by laws, rules, regulations, codes or guidelines.

USE OF PERSONAL DATA IN DIRECT MARKETING

7. We intend to use your below information of your Data in the form of SMS (short messaging service), push notification via the Octopus Mobile App and/or email in sending direct marketing materials relating to our products and services (including use of Octopus at our Service Providers and use of Octopus Wallet Services at our Authorised Partners) to you from time to time:
 - a. name;
 - b. email address (for email only);
 - c. contact number (for SMS (short messaging service) only);
 - d. Octopus Wallet number and/or Octopus number, as the case may be; and/or
 - e. your mobile device ID (identification number) of which the Octopus Mobile App is installed thereon.

We may not so use your Data unless we have received your consent. You may provide us with your objection to use your personal data through such channels as we may announce from time to time at no cost to you.

8. Only with your consent as aforesaid, we will use your Data in providing you with carefully selected direct marketing materials in relation to our products and services (including use of Octopus at our Service Providers and use of Octopus Wallet Services at our Authorised Partners). We may need to carry out internal operational procedures to enable us:
 - a. to better understand your characteristics and to provide other services better tailored to your needs (such as offering special promotions to you);
 - b. to assist us in selecting products and services that are likely to be of interest to you; and
 - c. to arrange marketing offers and benefits.

DISCLOSURE OF PERSONAL DATA

9. All Personal Data will be kept confidential by us but in accordance with the Conditions, we may, for the purpose(s) set out in paragraph 6 above, transfer or disclose such Personal Data to the following parties within Hong Kong (except that the parties set out in paragraphs 9(a), (b),(c),(d),(e) and owners or service providers of Client Funds Company in 9(g) below may be located outside Hong Kong):
 - a. issuers of Bank Co-Brand Octopus (as defined in the Conditions) and participating banks and financial services companies for Automatic Add Value Service which owe a duty of confidentiality to us and with which you have selected to register;

- b. Card Association, Card Association Merchant and/or their respective agents or contractors in relation to Octopus Wallet Payment Card;
 - c. Third party Operator(s) under duty of confidentiality to us;
 - d. Authorised Mobile Payment Service Provider under a duty of confidentiality to us;
 - e. our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us 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);
 - f. our subsidiaries and/or our affiliates which owe a duty of confidentiality to us;
 - g. Client Funds Company, its owners and its third party service provider involved in (i) ensuring that Card Funds are handled in accordance with these Conditions of Issue and PSSVFO, and (ii) managing Card Funds in case of our insolvency;
 - h. Friend(s) as selected by you; and
 - i. any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries, and/or our affiliates are under a binding obligation to satisfy a legally enforceable demand for disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.
10. For the avoidance of doubt, we will not transfer or disclose your personal data to any third party including our subsidiaries and/or our affiliates for use by such third party in direct marketing unless we have received your consent.

ACCURACY AND RETENTION OF PERSONAL DATA

- 11. Personal data collected and maintained by the Company shall be as accurate, complete, and up-to-date as is necessary for the purpose for which it is to be used.
- 12. Personal data will not be kept longer than necessary for the fulfilment of the purpose for which the personal data is collected or used. Personal data that is no longer required would be erased unless such erasure of personal data is prohibited under any law or it is in the public interest for the data not be erased. Should there be a need to retain the personal data for statistical purposes, such data would be anonymized so that the individuals concerned could no longer be identified.

13. We will destruct/destroy records containing personal data as and when necessary and in accordance with the Company's policies and procedures. Destruction of paper records would be carried out by irreversible means and electronic records would be cleared or destroyed from storage media before disposal by means of sanitization or physical destruction.

SECURITY OF PERSONAL DATA

14. We treat security as our top priority. We will strive to ensure that Personal Data will be protected against unauthorized or accidental access, processing or erasure. In doing so, we have implemented appropriate physical, electronic and managerial measures and controls to safeguard and secure the Personal Data.
15. Our web servers are protected by appropriate firewalls which will be kept up-to-date. However, as the security of ordinary email cannot be guaranteed, you should not send to us any email containing any Personal Data.
16. We will not keep Personal Data longer than is necessary for the fulfillment of the purposes (including any directly related purpose) for which they are, or are to be, used. We will purge unnecessary Personal Data from our system in accordance with our internal procedures.

ACCESS AND CORRECTION OF PERSONAL DATA

17. You have the right to ask us if we hold any Personal Data about you and if so, to request a copy of some or all of your Personal Data. If you would like to make such a request, please submit the "Data Access Request Form" (the prescribed form (form:OPS003) can be downloaded from the following link <http://www.pcpd.org.hk/english/publications/files/Dforme.pdf> along with appropriate proof of identity (a copy of the applicant's Hong Kong Identity Card or Passport) to our Data Protection Officer at the address below. We may charge you a fee at a level permitted by the Ordinance for this service.
18. You have the right to request us not to use your Data for direct marketing purposes as described in paragraphs 7 and 8, in which case we will cease to do so at no cost to you. If at any time you do not want to receive direct marketing materials from us through specific channel(s) or all channels in the future, or if you want us to cease using any of your Data in direct marketing, you may contact us through such channel(s) as we may announce from time to time.
19. You also have the right to ask us to correct your Personal Data which you consider as inaccurate by writing to our Data Protection Officer at the address below.
20. We will allow your data access request or correction request unless we

consider that there is a sound reason under the Ordinance or other relevant law to reject the request.

21. The address of our Data Protection Officer is 46/F., Manhattan Place, 23 Wang Tai Road, Kowloon Bay, Kowloon, Hong Kong. Our Data Protection Officer's email address is dpo@octopus.com.hk

LINKS TO OTHER WEBSITES

22. Our website may, from time to time, contain links to other websites. This Privacy Policy Statement only applies to this website so when you link to other websites you should read their own privacy policies.

CHANGE OF OUR PRIVACY POLICY

23. We keep our privacy policy under regular review and we will place any update on this webpage. Any change, update or modification will be effective immediately upon posting on this webpage. This Privacy Policy Statement was last updated on 25 March 2024.

INTERNAL PRACTICES

24. Our Data Protection Officer is responsible for monitoring and supervising compliance with the Ordinance within the Company. We maintain the following measures to ensure compliance with the Ordinance:
- a. log books are kept to record all refusal of data access and correction requests and the reasons for their refusal;
 - b. a "Personal Information Collection Statement" is included as far as practicable in the application forms for services provided by the Company;
 - c. internal privacy policies, guidelines and manuals are provided for use by staff of the Company. Such policies, guidelines and manuals will be reviewed and revised in a timely manner to meet up-to-date privacy protection developments and standards.

ENGLISH VERSION

25. If there is any inconsistency or conflict between the English and Chinese versions, the English version shall prevail.

CONDITIONS

26. Nothing in this Privacy Policy Statement shall affect the rights and obligations of the Company under the Conditions.