

Terms & Conditions for accessing the HeyCars Interface
through the Octopus App

Please read these terms and conditions (these “**Terms and Conditions**”), the Conditions of Issue of Octopus (as amended from time to time) (the “**Conditions**”) and the Terms and Conditions for Octopus Online Payment Service (the “**Octopus Online Payment Service T&Cs**”) carefully before accessing the user interface (the “**HeyCars Interface**”) operated by HeyCars (HongKong) Technology Limited (“**HeyCars**”) through the Octopus App (a type of Octopus Mobile App as defined in the Conditions) for the purchase of goods and/or services on the HeyCars Interface using Octopus (as defined in the Conditions) and/or your Octopus Wallet (as defined in the Conditions) (the “**Transaction**”). By accessing the HeyCars Interface through the Octopus App to complete the Transaction, you are deemed to have read and understood, and agree to be bound by the Conditions, the Octopus Online Payment Service T&Cs and these Terms and Conditions.

1. HeyCars Interface

- 1.1 These Terms and Conditions apply to you as a user (“**you**” or “**User**”) of the Octopus App for accessing the HeyCars Interface to complete the Transaction.
- 1.2 If you access the HeyCars Interface through the Octopus App, you will be subject to the terms contained on the HeyCars Interface. Octopus Cards Limited (“**OCL**”) is not responsible for the availability of the HeyCars Interface. OCL is not responsible for, and accepts no liability in respect of any information or opinion contained on the HeyCars Interface. OCL is not the supplier of any of the goods and/or services on the HeyCars Interface and shall not have any liability whatsoever in relation to the provision, supply, pricing, quality, merchantability, fitness for any purpose of any such goods and/or services. Please read carefully the terms and conditions laid down by HeyCars and you should confirm that you agree to those terms and conditions before use. For any enquiry, issue, dispute or complaint in relation to any goods and/or services offered or provided by HeyCars, you should contact HeyCars directly.

2. Personal Data

- 2.1 In accessing the HeyCars Interface through the Octopus App, you expressly consent to OCL’s transfer of your Hong Kong mobile phone number to HeyCars for the sole purpose of creating an account on the HeyCars Interface.
- 2.2 Unless expressly stated otherwise, please note that any personal data or information provided by you during the purchase process of the goods and/or services on the HeyCars Interface as requested and collected by HeyCars shall not be disclosed to or shared with OCL under any circumstance.
- 2.3 HeyCars’ use of your personal data will be governed by its own privacy policy or terms and conditions. Please read carefully HeyCars’ privacy policy and personal information collection policy statement before providing or submitting your personal data or information to HeyCars. For any enquiry, issue, dispute

or complaint in relation to HeyCars' use of your personal data or information, you should contact HeyCars directly.

3. General

- 3.1 OCL reserves the right to amend these Terms and Conditions from time to time without prior notice and your continued access to or use of the HeyCars Interface through the Octopus App following any such amendments constitutes your agreement to be bound by these Terms and Conditions.
- 3.2 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.
- 3.3 OCL has 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.
- 3.4 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 (Chapter 623 of the Laws of Hong Kong)) in connection with these Terms and Conditions is hereby expressly excluded.