



## **Terms and Conditions for Use of Octopus UnionPay Card**

(Effective from: 18<sup>th</sup> December 2024)

Octopus UnionPay Card is a virtual prepaid card designated as an “Octopus Wallet Payment Card” issued by Octopus Cards Limited (“OCL”) subject to the Conditions of Issue of Octopus (the “Conditions”) published by OCL as amended from time to time. Please read these terms and conditions (these “Terms and Conditions”) and the Conditions carefully before using the Octopus UnionPay Card. By using the Octopus UnionPay Card, you are deemed to have read and understood, and agree to be bound by the Conditions and these Terms and Conditions.

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

### **1. Octopus UnionPay Card**

These Terms and Conditions apply to you as a holder (“you” or “Cardholder”) of the Octopus UnionPay Card through your Octopus Wallet to settle or make payment (a) in a physical environment of the relevant Card Association Merchant, and/or (b) through the relevant Card Association Merchant’s website and/or mobile application, and/or (c) through OCL website at <http://www.octopus.com.hk>, and/or (d) through the Octopus App (a type of Octopus Mobile App), and/or (e) through such other platforms as announced by OCL from time to time, as the case may be (collectively, the “Site”). The payment may be settled or made by (a) presenting a QR (quick response) code to relevant Card Association Merchant or scanning a QR code provided by relevant Card Association Merchant through (i) Octopus App, and/or (ii) mobile application, namely, “云閃付” (“UnionPay App”) as installed on a Mobile Device which is provided or managed by relevant Card Association (“UnionPay App Provider”); or (b) input of card number information of the Octopus UnionPay Card to the relevant Site by the Cardholder or through UnionPay App or other mobile applications or websites where the card number information of the Octopus UnionPay Card is stored by the Cardholder.

### **2. Requirements/Eligibility**

- 2.1. The Site and the Octopus UnionPay Card are applicable to selective Octopus Wallet as determined by OCL from time to time.

- 2.2. To use the Octopus UnionPay Card, (a) you are required to be an Octopus Wallet Holder; (b) you need to register for the Octopus UnionPay Card with and to be linked to your Octopus Wallet through the Octopus App; and (c) you warrant that you are not a “US Person” as defined in the Foreign Account Tax Compliance Act, a tax enacted in the United States of America. For details, please visit <https://www.irs.gov/businesses/corporations/foreign-account-tax-compliance-act-fatca>.
- 2.3. OCL reserves the absolute right to decline or reject any application for registration of Octopus UnionPay Card.
- 2.4. Each Octopus Wallet Holder can have only one Octopus UnionPay Card at a time. Octopus UnionPay Card is non-transferable and for the exclusive use by you, the Octopus Wallet Holder.

### **3. Octopus UnionPay Card Setting**

- 3.1. You can use your Octopus UnionPay Card at any Card Association Merchant for (a) your purchase of goods and/or services in the physical environment of such Card Association Merchant and/or (b) online payment for your purchase of goods and/or services (the “Octopus UnionPay Card Transaction”); using the Float in your Octopus Wallet. Octopus UnionPay Card cannot be used for, including, without limitation, installment payments.
- 3.2. You will need to enable push notification setting on your Mobile Device for OCL to send push notifications to you regarding your use of Octopus UnionPay Card.
- 3.3. Octopus Wallet Holder can click on the “enable/ disable UnionPay QR Code Payment” button through the Octopus App to use Octopus UnionPay Card or turn off the button to disable the use of your Octopus UnionPay Card.
- 3.4. If your Octopus UnionPay Card has not been used for any payment transaction for 1 year or such other period as we may announce from time to time, we will, for your and our protection, disable the use of your Octopus UnionPay Card. You can subsequently enable your Octopus UnionPay Card through the Octopus App.

### **4. Octopus UnionPay Card Transactions**

- 4.1. You must ensure that there is a positive Float in your Octopus Wallet before using Octopus UnionPay Card for any Octopus UnionPay Card Transaction.

- 4.2. Once payment is processed, the amount will be deducted through your Octopus UnionPay Card from your Octopus Wallet. For any payment transaction to be effected through the use of the Octopus UnionPay Card in currencies other than Hong Kong dollar, a Foreign Currency Transaction Fee at a rate of 1% or such other rate as we may announce from time to time will be charged. Octopus UnionPay Card Transaction will be rounded to the nearest 10 cents.
- 4.3. Octopus UnionPay Card Transactions are non-refundable and irreversible except in the case where a particular Card Association Merchant agrees to make refund or the agreement between the Card Association and a particular Authorised Partner (currently, a financial services company or a corporate entity that the Card Association has authorised to offer the services in respect of Octopus UnionPay Card through your Octopus Wallet) allows the refund (as the case may be). You should read the terms and conditions of the Card Association Merchants and/or the Authorised Partner before carrying out payment transactions with them. Upon receipt of a payment refund instruction from a Card Association Merchant, 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 Card Association Merchants and/or the Authorised Partner offering refunds.
- 4.4. A reference number will be issued for each successful Octopus UnionPay Card Transaction, which serves as a confirmation of such payment.
- 4.5. You shall be liable for all Octopus UnionPay Card Transactions effected through the use of the Octopus UnionPay Card and all costs, charges and expenses (including, without limitation, fees and charges imposed by the Card Association concerned, foreign currency exchange variance) associated therewith even if the relevant transaction limit is exceeded or when your Octopus UnionPay Card is disabled, suspended, cancelled or terminated.
- 4.6. 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 rate imposed by the Card Association concerned from the range of rates available in wholesale currency markets on the day when the relevant transaction is processed by Card Association, which may be different from rate available on the actual date when the relevant payment transaction took place.
- 4.7. 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.

- 4.8. The Card Association may request OCL to conduct identity authentication of the Cardholder when you use your Octopus UnionPay Card for purchase of goods and/or services offered by a Card Association Merchant and/or services offered by the Card Association. By using the Octopus UnionPay Card, you confirm and authorise us to carry out the identity authentication to the Card Association when you use your Octopus UnionPay Card for purchase of goods and/or services offered by such relevant Card Association Merchant and/or services offered by the Card Association. You agree and confirm that the identity authentication carried out by OCL in response to the request of the Card Association does not guarantee that the Card Association Merchant will accept your Octopus UnionPay Card for the purchase of the goods and/or services offered by such Card Association Merchant and/or services offered by the Card Association, and further that the identity authentication carried out by OCL in response to the request of the Card Association shall not constitute OCL's endorsement of any of the Card Association Merchants and/or the Card Association or any responsibility on the part of OCL for the quality of the goods and/or services offered by any Card Association Merchant and/or the Card Association.
- 4.9. In the absence of manifest error, the records of OCL in respect of the Octopus UnionPay Card Transactions shall be final, conclusive and binding on you.
- 4.10. All Octopus UnionPay Card Transactions will be shown in the Octopus Wallet monthly statement. You can also check the latest transaction record of Octopus UnionPay Card Transactions through your Octopus Wallet on 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.
- 4.11. You are advised to check the Float balance and the latest transactions relating to your Octopus Wallet after each Octopus UnionPay Card Transaction and notify OCL of any transaction discrepancies or any transaction that you did not make, by calling Octopus Customer Service Hotline at (852) 2266 2222 within 60 days from date of issuance of the relevant monthly statement.

## **5. Offers from Offer Providers**

- 5.1. OCL is authorised to promote and distribute offers (for example, rebate) provided by Card Association Merchants or Card Association (collectively, "Offer Providers") on Offer Providers' behalf or jointly with Offer Providers through the Octopus App, and/or other channels, which under no circumstance constitute any direct marketing as these notifications are not made to specific person.

- 5.2. You acknowledge and agree that each Offer Provider is the issuer of the relevant offers and the products, facilities and/or services provided for redemption are the sole responsibility of such Offer Provider. All matters and disputes relating to Offer Providers' offers shall be subject to the final decision of such Offer Providers 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 Offer Provider.
- 5.3. You must be a valid Cardholder to enjoy the Offer Providers' offers. Please read carefully separate, additional terms and conditions of the Offer Providers before downloading and redeeming such Offer Providers' offers.
- 5.4. The "Octopus Offers Notification" function can be turned off in which event no Offer Providers' offers (including any updates) will be shown in the Octopus App.

## **6. Limits, Fees and Charges**

You may be subject to certain limits in relation to the use of the Octopus UnionPay Card (including, but not limited to, Stored Value Limit, daily transaction limit for your Octopus Wallet and Octopus UnionPay Card annual spending limit), which may be announced by OCL from time to time. OCL may also charge a reasonable service fee for using the Octopus UnionPay Card and/or other services OCL provides to you. For details of the limits, fees and charges in relation to the Octopus UnionPay Card, please refer to OCL website at [https://www.octopus.com.hk/en/document/schedule\\_of\\_fees.pdf](https://www.octopus.com.hk/en/document/schedule_of_fees.pdf)

## **7. 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 Card Association or other Card Association Merchants or UnionPay App Provider, as the case may be, authorising their use on the Site and in connection with the use of Octopus UnionPay Card, 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 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.

## **8. Cancellation or termination or suspension of Octopus UnionPay Card**

- 8.1. Octopus UnionPay Card will be cancelled upon cancellation of your Octopus Wallet.
- 8.2. Cancellation of Octopus UnionPay Card will not cancel your Octopus Wallet.
- 8.3. Octopus Wallet Holder can cancel your Octopus UnionPay Card by calling Octopus Customer Service Hotline at (852) 2266 2222.
- 8.4. If your Octopus UnionPay Card has not been used for any transaction for 13 months or such other period as we may announce from time to time, we will, for your and our protection, deem your Octopus UnionPay Card to be no longer in use, and we will terminate the use of your Octopus UnionPay Card.
- 8.5. In addition to Clause 8.4, OCL has the right to terminate or suspend use of Octopus UnionPay Card at any time at its discretion and without prior notice. You are liable to any costs incurred by Octopus UnionPay Card effected prior to the cancellation or termination, or suspension of Octopus UnionPay Card, including, but not limited to, late posting of debit instructions from Card Association Merchants.
- 8.6. Upon cancellation or termination of your Octopus UnionPay Card, your Octopus UnionPay Card cannot be re-activated subsequently.

## **9. Your Liability**

- 9.1. You shall indemnify OCL against all actions, proceedings, liabilities, claims, loss, damages and reasonable costs and expenses (including all reasonable legal fees) which may be taken against OCL or which OCL may suffer, sustain or incur howsoever arising out of or in connection with any inappropriate, misuse or unauthorised use of your Octopus UnionPay Card.
- 9.2. You shall act in good faith, exercise reasonable care and due diligence in the use of your Octopus UnionPay Card. You shall notify OCL of anomalies or incidents in relation to your use of the Octopus UnionPay Card (such as when your password has been compromised) by calling Octopus Customer Service Hotline. OCL may, at its discretion, issue a replacement Octopus UnionPay Card. An Octopus Wallet Payment Card Replacement Fee shall be charged for a replacement Octopus UnionPay Card and debited from your Octopus Wallet.
- 9.3. You have to bear a loss when your Octopus UnionPay Card has been used for an unauthorised transaction before reporting that your Octopus UnionPay Card has been compromised.

- 9.4. You may separately add your Octopus UnionPay Card to UnionPay App through UnionPay App and use your Octopus UnionPay Card for Octopus UnionPay Card Transactions through UnionPay App. UnionPay App Provider may have separate, additional terms and conditions which you should read carefully, and you should confirm that you agree to those additional terms and conditions before proceeding to add your Octopus UnionPay Card to UnionPay App and use your Octopus UnionPay Card for Octopus UnionPay Card Transactions through UnionPay App. OCL does not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by UnionPay App Provider.
- 9.5. In addition to Clause 9.4, you should carefully follow the instructions of UnionPay App Provider to successfully add your Octopus UnionPay Card to UnionPay App, activate and use your Octopus UnionPay Card for Octopus UnionPay Card Transactions through UnionPay App, and take appropriate security measures to safeguard your Octopus UnionPay Card on UnionPay App at all times. You should contact UnionPay App Provider for any UnionPay App related issues, including, removal of your Octopus UnionPay Card from UnionPay App.

## **10. Disclaimer of Liability**

- 10.1. OCL may refuse to act on any Octopus UnionPay Card 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 UnionPay Card Transaction.
- 10.2. The Octopus UnionPay Card cannot be used for any illegal or immoral purpose including, without limitation, illegal gambling. OCL reserves the sole and absolute right to refuse to honour any Octopus UnionPay Card Transactions that, in the opinion of OCL, are illegal or immoral.
- 10.3. 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 Card Association Merchants and/or Card Association, as the case may be, to enable OCL, Card Association Merchant and/or Card Association, 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.

- 10.4. All communications by OCL shall be deemed to have been duly delivered to Cardholders upon transmission.
- 10.5. 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.
- 10.6. OCL makes no warranty or representation, whether expressed or implied, of any kind whatsoever relating to the use of the Octopus UnionPay Card, including that the use of the Octopus UnionPay Card shall be uninterrupted, free from virus or other features which may affect the Cardholder's hardware, software or equipment whatsoever.
- 10.7. In no event shall OCL be responsible for failure or interruption in the communication networks, or the accuracy or timeliness of any Octopus UnionPay Card Transaction or any other communications whatsoever sent via the Site.
- 10.8. OCL shall not be liable to any Cardholders or other persons whatsoever for any consequences arising from or in connection with, including:
  - (a) any inappropriate or unauthorised use or misuse of the Octopus UnionPay Card;
  - (b) any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure or error when accessing the Site or using the Octopus UnionPay Card; and/or
  - (c) transmission or storage of any information or data relating to the Cardholder, the Octopus UnionPay Card and/or the Octopus UnionPay Card Transactions conducted by the Cardholder.
- 10.9. You agree and acknowledge that a Card Association Merchant may or may not accept use of your Octopus UnionPay Card as payment for the goods and/or services offered by such Card Association Merchant and OCL is not responsible for the refusal of any Card Association Merchant to accept or honour your Octopus UnionPay Card.
- 10.10. The Card Association Merchants 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 Card Association Merchants and you should direct any enquiries, issues and/or disputes relating to these matters to the relevant Card Association Merchant.



- 10.11. You acknowledge that UnionPay App is made available to you by UnionPay App Provider on Mobile Devices. OCL is not the provider of UnionPay App.
- 10.12. You acknowledge that OCL cannot guarantee UnionPay App Provider will be able to provide designated services in respect of your Octopus UnionPay Card, and use of your Octopus UnionPay Card through UnionPay App may be disrupted for reasons or circumstances beyond the control of OCL. OCL 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 your Octopus UnionPay Card through UnionPay App.
- 10.13. OCL reserves the right to (a) vary, modify, cancel, suspend, discontinue or terminate your right to use the Site and/or Octopus UnionPay Card and/or Octopus Wallet (b) decline to authorise any transaction (c) decline to re-issue, renew, or replace the Octopus UnionPay Card without giving any prior notice or reason. 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 Octopus UnionPay Card.
- 10.14. 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.

## **11. Personal Data and Cookies**

- 11.1. In using the Octopus UnionPay Card, you agree that your Octopus UnionPay Card number, account number of your Octopus Wallet and location information sent from your Mobile Device (the "Required Information") will be used, disclosed or transferred by OCL, or , Card Association, Authorised Partner, Card Association Merchants and/or their respective agents or contractors, as the case may be, for the purposes of processing, handling and completing of the Octopus UnionPay Card Transaction. If you do not agree to provide the Required Information to us, we may not be able to proceed with the Octopus UnionPay Card Transaction. Other data, including, but not limited to, cookies, IP (internet protocol) address and domain name may be collected during the use of the Octopus UnionPay Card. The Required Information will be handled in accordance with OCL's Privacy Policy, these Terms and Conditions and Conditions of Issue of Octopus posted on OCL website.
- 11.2. Unless expressly stated otherwise during the use of the Octopus UnionPay Card, any personal data and/or information provided by you to Card Association

Merchants during the purchase of goods and services provided by such Card Association Merchants and collected by Card Association Merchant shall be for the sole use by such Card Association Merchant for the fulfillment of goods and services and will not be shared with or kept by OCL in any circumstance.

- 11.3. Use of your personal data by the Card Association Merchants or Card Association or Authorised Partner will be governed by their own privacy policy or terms and conditions. Please read carefully the relevant Card Association Merchant's or Card Association's or Authorised Partner's privacy policy and personal information collection statement before providing or submitting your personal data or information to such Card Association Merchants or Card Association or Authorised Partner through the Octopus App.
- 11.4. You may be providing your personal data or information to UnionPay App Provider in relation to your addition, activation and use of your Octopus UnionPay Card through UnionPay App. OCL has no control of the privacy and security of any personal information provided by you to UnionPay App Provider which is governed by the privacy policy or terms and conditions of UnionPay App Provider. Please read carefully UnionPay App Provider's privacy policy and personal information collection statement before providing or submitting your personal data or information to UnionPay App Provider.

## **12. Amendments**

OCL reserves the right to amend these Terms and Conditions from time to time without prior notice and your use of the Octopus UnionPay Card following any such amendments constitutes your agreement to be bound by these Terms and Conditions.

## **13. 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.

## **14. 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.

#### **15. Contract (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 this Condition shall affect the rights of any permitted assignee or transferee of these Terms and Conditions.

**Octopus Cards Limited Licence Number: SVF0001**