



八達通自動增值協議

(本協議適用於附設在香港金融機構的銀行賬戶或所發出之信用卡的自動增值服務)

請注意第33-40條有關閣下的個人資料收集聲明

1. 本協議於2016年11月13日起生效，並只適用於本公司選定並備有連繫於金融機構的銀行賬戶或所發出之信用卡的自動增值服務的八達通。有關附設於其他實體的銀行賬戶或所發出之信用卡的自動增值服務，請參閱其他不時訂定的適用協議。

簡介

2. 本自動增值協議乃閣下(即本公司自動增值服務的使用者，不論是八達通持有人或自動增值服務賬戶持有人)，與本公司、八達通卡有限公司，訂立之關於使用本公司自動增值服務的合約。本公司乃八達通的發行商。

3. 本協議說明在申請及使用自動增值服務時，本公司須向閣下承擔的義務，以及閣下須向本公司承擔的義務。

釋義與通則

4. 本協議所用的部分詞語現說明如下：

「自動增值服務賬戶」指有關申請表上指定與閣下的自動增值服務連繫之閣下賬戶，或由金融機構或自動增值服務賬戶持有人不時通知本公司的其他賬戶；

「自動增值服務賬戶持有人」指自動增值服務賬戶的持有人；

「申請表」指自動增值服務申請表，不論是(i)八達通自動增值服務申請表，(ii)個人八達通申請表或(iii)載有此項服務申請表的任何其他表格；

「自動增值服務」指在八達通的儲值金額達到本公司不時釐定的若干最低款額時，本公司或代表本公司的服務供應商將會在該八達通上增加某個金額的儲值金額的服務(該增值金額將由本公司不時釐定)；

「認可服務中心」指獲本公司認可代表本公司提供八達通服務的機構；

「銀行聯營八達通」指由本公司授權之金融機構所發行，附有由該金融機構提供的銀行及/或付款功能，並包含八達通儲值支付工具以用於透過八達通收費系統作出付款之卡或產品；該卡或產品受發卡金融機構的持卡人協議的條款及細則所約束。

「發卡條款」指本公司不時修訂並刊發的八達通發卡條款，並可隨時向本公司索取或於本公司網頁 www.octopus.com.hk 下載；

「金融機構」指在銀行業條例(香港法例第155章)監管下或根據放債人條例(香港法例第163章)領有牌照之管理自動增值服務賬戶的實體，通常是銀行、金融服務公司或信用卡發卡公司；

「儲值金額」指八達通(不包括工具按金)內的剩餘儲值；

「香港」指中華人民共和國香港特別行政區；

「八達通」指本公司按發卡條款所提供實體形式的儲值支付工具卡及產品；

「八達通持有人」指八達通使用者，而其可能是自動增值服務賬戶持有人，或將其八達通連繫到其家人或朋友名下之自動增值服務賬戶之人士；

「八達通收費系統」指本公司維持及運作的收費系統；

「本公司賬戶」指任何本公司不時向金融機構指定的本公司銀行賬戶；

「服務供應商」指會在閣下出示閣下的八達通時提供服務，並經本公司批准的任何交通營運商、零售商(包括但不限於：超級市場、便利店、食肆及快餐店、食品店、其他消費品商店如藥物及化妝品店、書店、報攤、文具及禮品店、配飾店、商場、服裝店、電訊公司)、娛樂/康樂/運動設施供應商、教育機構、政府相關業務實體、建築物門禁系統服務供應商、自助服務(例如自動售賣機/自助服務站/照相亭/電話亭)、網上付款及流動支付平台供應商或其他經本公司批准在閣下出示閣下的八達通時提供服務者。有關服務供應商須清楚展示八達通標誌；及

「工具按金」指按發卡條款所繳付的按金，作為八達通的抵押。

5. 如自動增值服務賬戶持有人與八達通持有人並非同一人，則自動增值服務賬戶持有人與八達通持有人須根據本協議共同及個別地向本公司承擔責任，包括(但不限於)自動增值服務在八達通上所增加的儲值，除非八達通持有人是未成年人或未獲法律行為能力的人(在此情況下，此八達通持有人的家長或監護人及自動增值服務賬戶持有人須共同及個別地向本公司承擔責任)。

6. 八達通持有人同意遵守發卡條款，除非另備條款，否則本協議應與「八達通發卡條款」的釋義相同。若本協議與發卡條款之間有任何抵牾，應以本協議為準。

7. 本協議的中文譯本僅供參考。若英文本與中文譯本之間有任何歧異，則以英文本為準。

自動增值服務

8. 本公司將有權向自動增值服務賬戶持有人及/或八達通持有人收取申請自動增值服務的費用。本公司將會不時釐定及公佈有關費用。

9. 凡年齡在本公司不時公佈之最低年齡以上的人士，均可使用自動增值服務。然而，在特殊情況下，本公司保留無需給予任何理由而不接受任何自動增值服務申請的權利。

10. 八達通持有人於申請自動增值服務後及於該服務有效期間，不得將其八達通轉讓予其他人。

11. 在正常情況下，本公司將會盡力確保自動增值服務運作如常，但礙於自動增值服務之運作須視乎金融機構及服務供應商的本身系統及運作，以及網絡、電力、氣候及其他條件及情況而定，而有關因素超越本公司的控制範圍，故本公司不能對此作出保證。

12. 本公司將保留無需說明理由而取消或暫停閣下的自動增值服務的權利，但本公司將會採取合理措施，藉以減低對閣下造成的不便。

13. 本公司可全權決定限制自動增值服務在任何一天或任何期間內為八達通內的儲值金額增值的金額。

14. 本公司將會採取合理措施，確保本公司與八達通有關的交易紀錄均屬真實準確。本公司的紀錄，將作為自動增值服務為八達通所增加的儲值金額及自動增值服務賬戶持有人及/或八達通持有人所欠本公司的款項的確證。除非有關紀錄存在明顯的錯誤。

直接提款

15. 當八達通內的儲值金額透過自動增值服務增加任何金額後，自動增值服務賬戶持有人及八達通持有人即欠下本公司相同金額的港元。

16. 本公司有權直接指示金融機構或透過本公司委托的任何金融機構將自動增值服務賬戶持有人及八達通持有人所欠本公司之款項從自動增值服務賬戶轉入本公司賬戶，而自動增值服務賬戶持有人須授權金融機構遵從有關指示。

17. 對於金融機構向自動增值服務賬戶持有人所收取的任何費用或收費，本公司概不承擔責任，自動增值服務賬戶持有人須承擔有關費用及收費。

18. 自動增值服務賬戶持有人及/或八達通持有人須確保自動增值服務賬戶備有足夠金額或信貸安排，讓金融機構能遵從本公司就該自動增值服務賬戶所發出的指示。

19. 本公司保留就提供自動增值服務向自動增值服務賬戶持有人及/或八達通持有人收取合理費用的權利。

無法履行指示

20. 若由於自動增值服務賬戶內未有足夠金額或信貸安排或其他原因，導致金融機構未能遵從本公司就該自動增值服務賬戶發出的指示，則：

(a) 自動增值服務賬戶持有人及八達通持有人須即時償還自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項；

(b) 本公司有權向自動增值服務賬戶持有人及八達通持有人收取合理手續費及將八達通內的儲值金額(如有的話)用作支付自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項(包括有關手續費在內)。

21. 若八達通內的儲值金額不敷支付自動增值服務賬戶持有人及/或八達通持有人所欠本公司的款項，除了其他補償方法之外，本公司亦有權即時取消八達通及自動增值服務及沒收工具按金(如適用)，並毋須通知自動增值服務賬戶持有人或八達通持有人。該八達通一經註銷，將無法重新啟動。

取消自動增值服務

22. 自動增值服務賬戶持有人及/或八達通持有人(銀行聯營八達通持有人除外，請參考以下第22A條)可聯絡本公司或金融機構，申請取消自動增值服務。如本公司接納申請，自動增值服務賬戶持有人及/或八達通持有人，須按照本公司的指示取消有關的八達通的自動增值服務。如該八達通的自動增值並沒有按照本公司的指示而取消，本公司有權立即註銷有關的八達通及其自動增值服務，並沒收其按金(如適用)而毋須事先通知該自動增值服務賬戶持有人或八達通持有人。該八達通一經註銷，將無法重新啟動。

22A. 如閣下持有銀行聯營八達通，閣下或發卡的金金融機構可根據閣下與發卡的金金融機構之間的持卡人協議條款，申請註銷閣下的銀行聯營八達通。當接獲發卡的金金融機構的通知，我們將註銷有關銀行聯營八達通的自動增值服務。

23. 自動增值服務賬戶持有人及八達通持有人須共同及個別地承擔取消自動增值服務生效之時或之前因使用自動增值服務而欠本公司的款項。在取消任何八達通的自動增值服務生效之前及/或之後，本公司均有權直接指示金融機構或透過本公司委任的任何其他金融機構，從自動增值服務賬戶內扣除取消自動增值服務生效之前因進行自動增值服務交易而須付給本公司的所有款項，並將該款項轉入本公司賬戶。

24. 本公司保留為處理取消自動增值服務的事宜向自動增值服務賬戶持有人及/或八達通持有人收取合理手續費的權利。

彌償

25. 自動增值服務賬戶持有人及八達通持有人應共同及個別地同意就本公司因向金融機構發出自動增值服務賬戶有關的任何指示而蒙受、承受或產生(視乎情況而定)的一切訴訟、法律程序、債務、申索、損失、損害及合理費用及支出(包括一切合理的法律支出)向本公司作出彌償，除非上述是因本公司明顯犯錯所致，則作別論。

風險與責任

26. 如非由於本公司明顯犯錯之原因，金融機構從自動增值服務賬戶轉賬到本公司賬戶的金額超過自動增值服務賬戶持有人及/或八達通持有人須付給本公司的實際金額，本公司概不為因而產生的任何損失或損害承擔責任。在不抵觸下文第41條的情況下，本公司只需將有關差額款項退還自動增值服務賬戶持有人。

27. 在不抵觸上文第26條的情況下，對於金融機構或其僱員或代理人的任何作為、行為、遺漏或疏忽，本公司概不負責，除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。

28. 本公司有權採取適當的行動，藉以執行或行使本協議規定的本公司權利，而自動增值服務賬戶持有人及八達通持有人須共同及個別地全數彌償本公司因任何有關行為而產生的一切合理費用及支出(包括一切合理法律費用及支出)。

29. 本公司有權聘用任何人士或公司執行或行使本協議規定的本公司權利，對於有關人士或公司(除追討欠賬公司外)或其各自僱員的任何作為、行為、遺漏或疏忽，本公司概不承擔責任或負責，除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。

30. 在本公司遵守所有適用於轉讓債權的相關法律，法規及守則的情況下，本公司有權向任何人士或公司(「承讓人」)轉讓或以其他方式轉移自動增值服務賬戶持有人及八達通持有人所欠本公司任何款項，本公司毋須為承讓人所作出的任何行為負上法律責任。

報失八達通

31. 所有自動增值服務客戶，均獲提供八達通報失服務。如八達通持有人遺失八達通，或八達通被竊，該持有人須立即通知本公司；但如閣下的八達通屬銀行聯營八達通，則應聯絡發卡的金金融機構。在本公司收到失卡報告後，本公司將會在指定的期間(「通知期間」)之後，取消及停用該八達通。本公司將會不時釐定及公佈有關通知期間。在八達通取消之後，該八達通將無法重新使用。此項八達通報失服務可保障自動增值服務賬戶持有人及八達通持有人的八達通尚有儲值金額以及經自動增值服務增值至儲值金額之款項於通知期間以後免受損失。

32. 若根據上文第31條的規定取消八達通，本公司會根據八達通收費系統的紀錄，將八達通的工具按金(如適用)及儲值金額(如有)退還八達通持有人。如閣下的八達通的儲值金額為負值，本公司有權於通知期間結束時在工具按金中扣除，並將此結算後出現的負值儲值金額再於自動增值服務賬戶中扣除。本公司有權為提供此項八達通報失服務而向自動增值服務賬戶持有人及/或八達通持有人收取本公司不時釐定及公佈的合理收費。該收費將於八達通儲值金額的退款(如有)中扣除，或由自動增值服務賬戶持有人及/或八達通持有人共同及個別地支付。

取消八達通自動增值服務賬戶

32A. 任何原因註銷、終止使用自動增值服務賬戶或其使用期滿，閣下應出示有關八達通，以按照本公司的指示取消有關的八達通的自動增值服務。如沒有按照本公司的指示而取消自動增值服務，本公司會將附設於該自動增值服務賬戶的所有及任何八達通註銷及使其失效(無論該八達通是否屬於該自動增值服務賬戶持有人)。八達通一旦註銷，將無法重新啟動。

註銷八達通的退款政策

32B. 如按照上文第12、21、22、22A及/或32A條註銷閣下的八達通時，本公司有權要求閣下清付任何欠款，及須向閣下退回已註銷八達通的尚未使用的儲值金額。

補發八達通及轉移自動增值服務賬戶

32C. (a) 若閣下的八達通備有自動增值服務並符合以下條件，本公司可向閣下補發備有自動增值服務的八達通：

(i) 該八達通已被報失或被竊(按上述第31條)；

(ii) 該八達通已失效並已退回本公司；或

(iii) 基於本公司不時列明之任何其他原因而需要更換並已退回本公司之八達通。

(b) 任何獲補發的八達通將會連繫到閣下原有的自動增值服務賬戶。

(c) 該自動增值服務賬戶的持有人，同意並承諾須就獲補發的八達通進行的任何及所有交易承擔一切責任及法律責任。

有關閣下的個人資料收集聲明：

關於個人資料(私隱)條例(「該條例」)的通知(「本通知」)

33. 該條例規管本公司不時向自動增值賬戶持有人及/或八達通持有人收集的個人資料及其他資訊(「資料」)的收集、管有、處理及使用事宜。該資料應包括交易紀錄(即本公司從旗下八達通讀碼器及/或從其他渠道，取得自動增值賬戶持有人及/或八達通持有人的八達通在使用時的交易資料)，而此等交易紀錄根據該條例第2(1)條的定義，構成「個人資料」。此等資料可讓本公司向自動增值服務賬戶持有人及/或八達通持有人提供八達通及其他相關服務。有關本公司的私隱政策詳情請參閱本公司刊載於www.octopus.com.hk的「私隱政策」，而本通知則為本公司收集、管有、處理及使用資料的依據。

34. 若自動增值服務賬戶持有人及/或八達通持有人未能向本公司提供其個人資料，本公司將可能無法向自動增值服務賬戶持有人及/或八達通持有人提供自動增值服務。

35. **目的：**每位自動增值服務賬戶持有人及八達通持有人同意其資料可作為以下用途：

(a) 處理自動增值服務的申請；

(b) 收取自動增值服務賬戶持有人及/或八達通持有人所欠款項，不論是否從自動增值服務賬戶收取；

(c) 進行任何有關自動增值服務賬戶持有人及/或八達通持有人的資料及紀錄的核實工作；

(d) 八達通收費系統的管理、運作及保養，包括審計及根據發卡條款及此協議行使本公司與自動增值服務賬戶持有人及/或八達通持有人的權利；

(e) 為本公司、其附屬公司及聯屬公司(即本公司的直接控股公司及其附屬公司)設計新服務或改善現有服務；

(f) 本公司與自動增值服務賬戶持有人及/或八達通持有人進行通訊；

(g) 調查投訴、備受懷疑的可疑交易及研究服務改善措施；

(h) 防止及偵測罪行；及

(i) 根據法例、規則、規例、守則及/或指引作出披露。

36. **轉移：**本公司會將自動增值服務賬戶持有人及八達通持有人的資料保密，但自動增值服務賬戶持有人及八達通持有人均同意，基於第35條列出之目的，本公司可於香港境內將有關資料轉移或披露予下述各方(第36(a)及36(b)列出的有關方面如位於香港境外則除外)：

(a) 自動增值服務賬戶持有人及/或八達通持有人已選擇登記並對本公司有保密責任的銀行聯營八達通發行商與參予自動增值服務的金融機構；

(b) 對本公司有保密責任的本公司代理人或向本公司提供與本公司業務運作有關的行政、電訊、電腦、打擊洗錢及恐怖份子籌資的情報、付款、數據處理或其他服務的承辦商(例如專業顧問、電話服務中心供應商、追討欠債公司(當自動增值服務賬戶持有人及/或八達通持有人拖欠本公司款項)、速遞公司、禮品換領中心或資料輸入公司)；

(c) 對本公司有保密責任的本公司之附屬公司及/或聯屬公司；及

(d) 本公司、其附屬公司及/或聯屬公司根據任何法例、規則、規例、守則及/或指引及/或履行任何具管轄權力的法院、執法機關及/或監管機構所發出的命令，按照適用之法例、規則、規例、守則及/或指引，有具約束力責任履行在法律上可強制執行向任何執法機關及/或監管機構作出披露的要求，但此類披露須有適當授權方可作出。

37. **查閱：**每位自動增值服務賬戶持有人及八達通持有人有權：

(a) 查核本公司是否持有資料及查閱該等資料；

(b) 要求本公司改正任何不正確資料；及

(c) 確定本公司處理資料的政策及慣例和獲告知本公司持有的資料類別。

38. 本公司保留就依從自動增值服務賬戶持有人及/或八達通持有人的要求查閱任何資料而向其收取合理費用的權利。

39. 任何查閱資料要求，請以書面向下列人士提出：

香港九龍九龍灣宏泰道23號Manhattan Place 46樓

八達通卡有限公司

保障資料主任

電郵地址：dpo@octopus.com.hk

40. 本通知不會限制自動增值服務賬戶持有人及/或八達通持有人在該條例下所享有的權利。

錯誤扣除款項

41. 每位自動增值服務賬戶持有人及八達通持有人必須確保自動增值服務賬戶持有人：

(a) 經常及時知悉自動增值服務賬戶的所有交易賬項，包括核對金融機構發出的每份自動增值服務賬戶結單，或(如金融機構並無發出自動增值服務賬戶結單)定期補記及核對自動增值服務賬戶存摺的賬項，除非有其他更有效方法監察該賬戶的交易賬項，則作別論；及

(b) 若自動增值服務賬戶持有人聲稱本公司無權在自動增值服務賬戶扣除任何款項轉往本公司賬戶，則可於有關支賬日期起計12個月內通知本公司。在該期間之後，自動增值服務賬戶持有人及八達通持有人均不得聲稱本公司無權在自動增值服務賬戶支取有關款額，除非屬於以下情況，則作別論：

(i) 本公司未有妥善處理有關支賬；或

(ii) 有關支賬乃因本公司明顯的錯誤所導致。

終止

42. 如按照上文第12、21、22、22A或32A條取消自動增值服務，本協議將告終止；但終止協議不會影響終止協議之前雙方已產生的權利及義務。

第三者權利

43. 本協議條款並不產生或引起，也不旨在用以產生或引起任何第三者的權利。不論本協議直接、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強制執行或倚賴本協議的任何條文。在此明確排除任何因法例的應用(包括但不限於《合約(第三者權利)條例》)而產生或賦予與本協議有關的第三者的合約權利或其他權利。為免生疑問，本協議中的任何規定概不影響本協議的任何許可承讓人或受讓人的權利。

本協議的修訂

44. 本公司可不時修訂本協議，有關修訂會於生效日期前最少30天，透過書面通知自動增值服務賬戶持有人及八達通持有人，或按本公司的絕對酌情權決定，在修訂生效前於香港一份中文報章及一份英文報章上刊載以作為通知。本公司備有本協議文本之最新版本，可供自動增值服務賬戶持有人及/或八達通持有人書面索閱。該最新版本亦可於本公司的網站 www.octopus.com.hk 查閱。於本協議的修訂生效後，如八達通持有人繼續使用八達通，將當作自動增值服務賬戶持有人及八達通持有人接受有關修訂處理。

管轄法律及司法管轄權

45. 本協議受香港法律管轄。閣下及八達通卡有限公司不可撤銷地同意香港的法院對解決因本協議、本協議標的事項或構成所產生或與之相關的任何爭議或申索(不論是合約或非合約上的爭議或申索)具有專有管轄權。



Octopus Automatic Add Value Agreement

(For Octopus Automatic Add Value Service linked to bank accounts maintained with, or credit cards issued by Financial Institutions in Hong Kong)

YOUR ATTENTION IS DRAWN TO THE PERSONAL INFORMATION COLLECTION STATEMENT AT CLAUSES 33-40

1. This Agreement is effective from 13 November 2016 and is only applicable to selective Octopus that are enabled with Automatic Add Value Service linked to bank accounts maintained with or credit cards issued by Financial Institutions. For Automatic Add Value Service linked to bank accounts maintained with or credit cards issued by other entity(ies), please refer to other applicable agreement(s) as determined by us from time to time.

Introduction

2. This Automatic Add Value Agreement is a contract between you, the user of our Automatic Add Value Service (whether as an Octopus Holder or as an AAVS Account Holder), and us, Octopus Cards Limited, the issuer of the Octopus, in respect of the use of our Automatic Add Value Service.

3. This Agreement explains our obligations to you and yours to us when applying for and using our Automatic Add Value Service.

Definitions and General Provisions

4. There are a few terms we use in this Agreement that we should explain: "AAVS Account" means the account to which your Automatic Add Value Service is linked, as defined or specified in the relevant Application Form or such other account as notified to us by the Financial Institution or by the AAVS Account Holder from time to time; "AAVS Account Holder" means the holder(s) of the AAVS Account; "Application Form" means an application for the Automatic Add Value Service whether this is (i) an Octopus Automatic Add Value Service Application Form, (ii) a Personalised Octopus Application Form or (iii) any other form containing an application for this service; "Automatic Add Value Service" 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; "Authorised Service Centre" is an entity that we have authorised to service an Octopus on our behalf; "Bank Co-Brand Octopus" means a card or product issued by a Financial Institution authorised by us with banking and/or payment functionality offered by that issuing Financial Institution incorporating our stored value facility which can be used for making payments via the Octopus payment system and subject to the terms and conditions of the cardholder agreement of that issuing Financial Institution; "Conditions of Issue" means the Conditions of Issue of Octopus published by us as amended from time to time, which can be obtained from us or downloaded from our website at www.octopus.com.hk; "Financial Institution" means an entity governed by the Banking Ordinance (Chapter 155, Laws of Hong Kong) or licensed under the Money Lenders Ordinance (Chapter 163, Laws of Hong Kong) that manages the AAVS Account, usually a bank, a financial services company or an issuer of credit cards; "Float" means the stored value remaining on an Octopus, excluding SVF Deposit; "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; "Octopus" means device-based stored value facility cards and products provided by us as described in the Conditions of Issue; "Octopus Holder" means a user of an Octopus who may be an AAVS

Account Holder or who has linked his/her Octopus to an AAVS Account in the name of one of his/her family members or friends; "Octopus payment system" means the payment system maintained and operated by us; "Our Account" means any bank account specified by us to the Financial Institution from time to time; "Service Provider" means any transport operators, retailers (including but not limited to, supermarkets, convenience stores, restaurants and fast food shops, food, other consumer goods e.g. medicines & 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 mobile payment platform providers or other parties which offer their services when you present your Octopus and are approved by us. These Service Providers should display the Octopus acceptance logo clearly; and "SVF Deposit" means the deposit paid as security for the Octopus as described in the Conditions of Issue.

5. In the event that the AAVS Account Holder and the Octopus Holder are different persons, the AAVS Account Holder and the Octopus Holder shall be jointly and severally liable to us under this Agreement, including, but not limited to, in respect of all value added to the Float on the Octopus by the Automatic Add Value Service, unless the Octopus Holder is a minor or otherwise does not have full legal capacity, in which case, the parent or guardian of such Octopus Holder and the AAVS Account Holder shall be jointly and severally liable to us.

6. The Octopus Holder agrees to be bound by the Conditions of Issue and unless stated otherwise, use of defined terms in this Agreement shall have the same meaning in the Conditions of Issue. If there is any conflict between this Agreement and the Conditions of Issue, this Agreement shall prevail.

7. The Chinese translation of this Agreement is provided for reference only. In case of any discrepancy between the English version and the Chinese translation, the English version shall prevail.

Automated Add Value Service

8. We shall be entitled to charge a fee to the AAVS Account Holder and/or the Octopus Holder for application of the Automatic Add Value Services in respect of their Octopus. The fee will be determined and announced by us from time to time.

9. The Automatic Add Value Service is available to any Octopus Holder over a minimum age which we will announce from time to time. However, in exceptional cases, we reserve the right to reject any application for the Automatic Add Value Service without giving any reason.

10. The Octopus Holder must not transfer his/her Octopus to another person once the Automatic Add Value Service has been applied for and has not been cancelled in respect of that Octopus.

11. Under normal circumstances, we will make reasonable efforts to ensure that the Automatic Add Value Service is operating, but we cannot guarantee that this will always be the case as it depends on the Financial Institutions' and Service Providers' own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control.

12. We reserve the right to cancel or suspend your Automatic Add Value Service without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.

13. We shall be entitled at our sole discretion to limit the amount of value that may be added to the Float on the Octopus by the Automatic Add Value Service in any single day or during any period.

14. We shall take reasonable steps to ensure that our records of the transactions relating to the Octopus are true and accurate. Our records shall be conclusive evidence of the value added to the Float on the Octopus by means of the Automatic Add Value Service and of any amounts due from the AAVS Account Holder and/or the Octopus Holder to us except for any manifest error on our part.

Direct Debit

15. For any value added to the Float on the Octopus by means of the Automatic Add Value Service, the same amount in Hong Kong dollars shall be due from the AAVS Account Holder and the Octopus Holder to us immediately.

16. We shall be entitled to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account the amount of money stated by us to be due from the AAVS Account Holder and the Octopus Holder to us at any time, and the AAVS Account Holder shall authorise the Financial Institution to comply with such instructions.

17. We shall not be liable for any fees or charges that the Financial Institution may impose on the AAVS Account Holder and the same shall be borne by the AAVS Account Holder.

18. The AAVS Account Holder and/or the Octopus Holder shall ensure that there are always sufficient funds in, or credit facilities available upon, the AAVS Account to enable the Financial Institution to comply with the instructions from us in respect of the AAVS Account.

19. We reserve the right to charge the AAVS Account Holder and/or the Octopus Holder a reasonable fee for providing the Automatic Add Value Service.

Dishonoured Instructions

20. If the Financial Institution fails to comply with our instructions in relation to the AAVS Account because there are insufficient funds in, or credit facilities available upon, the AAVS Account, or for any other reason:-

(a) the AAVS Account Holder and the Octopus Holder shall on demand repay any amount due from the AAVS Account Holder and the Octopus Holder to us; and

(b) we shall be entitled to charge the AAVS Account Holder and the Octopus Holder a reasonable administration fee and to apply the Float on the Octopus, if any, in or towards payment of any amount of money due from the AAVS Account Holder and the Octopus Holder to us (including the administrative fee).

21. If the Float on the Octopus is insufficient to pay the amount of money due from the AAVS Account Holder and/or the Octopus Holder to us, we shall be entitled to, in addition to other remedies available, immediately cancel the Octopus and the Automatic Add Value Service and forfeit the SVF Deposit, if applicable, without notice to the AAVS Account Holder or the Octopus Holder. Once cancellation of the Octopus is effected, it cannot be re-activated subsequently.

Cancellation of the Automatic Add Value Service

22. The AAVS Account Holder and/or the Octopus Holder (other than a holder of a Bank Co-Brand Octopus who should refer to Clause 22A below) may apply for the cancellation of the Automatic Add Value Service by contacting us or the Financial Institution. If accepted, the AAVS Account Holder and/or the Octopus Holder will be required to present the affected Octopus for disabling the Automatic Add Value Service on the Octopus in accordance with our instructions. If the Automatic Add Value Service on the Octopus is not disabled according to our instructions, we shall be entitled to immediately cancel the Octopus and the Automatic Add Value Service, and forfeit the SVF Deposit, if applicable, without further notice to the AAVS Account Holder or the Octopus Holder. Once the cancellation of the Octopus is effected, it cannot be re-activated subsequently.

22A. If you hold a Bank Co-Brand Octopus, subject to the terms of the cardholder agreement between you and the issuing Financial Institution, you or the issuing Financial Institution may request for cancellation of your Bank Co-Brand Octopus. Once notified by the issuing Financial Institution, we will cancel the Automatic Add Value Service on the Bank Co-Brand Octopus.

23. The AAVS Account Holder and the Octopus Holder shall be jointly and severally liable for all amounts due to us through the use of the Automatic Add Value Service on or before the effective cancellation of such Automatic Add Value Service. We shall be entitled, before and/or after the effective

cancellation of the Automatic Add Value Service of an Octopus, to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account any amount of money due to us as a result of the Automatic Add Value Service transactions carried out before the effective cancellation of such Automatic Add Value Service.

24. We reserve the right to charge the AAVS Account Holder and/or the Octopus Holder a reasonable administration fee for the cancellation of the Automatic Add Value Service.

Indemnity

25. The AAVS Account Holder and the Octopus Holder shall jointly and severally indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses (including all reasonable legal expenses) which may be taken against us or which we may suffer, sustain or incur (as the case may be) howsoever arising out of or in connection with any instructions given by us to the Financial Institution in respect of the AAVS Account unless the same were caused by any manifest error on our part.

Risks and Liabilities

26. If, except for any manifest error on our part, the Financial Institution transfers from the AAVS Account to Our Account an amount greater than the actual amount due from the AAVS Account Holder and/or the Octopus Holder to us, we shall not be liable for any loss or damage arising therefrom. Subject to Clause 41 below, we shall only be liable to refund the amount in excess to the AAVS Account Holder.

27. Subject to Clause 26 above, we shall not be liable for any act, conduct, omission or negligence of the Financial Institution or its employees or agents unless the same is done or omitted to be done in accordance with the specific instructions from us.

28. We shall be entitled to take such action as we think fit for the purpose of enforcing or exercising our rights under this Agreement, and the AAVS Account Holder and the Octopus Holder shall be jointly and severally liable to indemnify us in full for all reasonable costs and expenses incurred by us in respect of any such actions including all reasonable legal charges and expenses.

29. We shall be entitled to employ any persons or companies for the purpose of enforcing or exercising our rights under this Agreement and, except in the case of debt collection agencies, shall not be liable or responsible for any act, conduct, omission or negligence of such persons or companies or their employees unless the same is done or omitted to be done in accordance with the specific instructions from us.

30. We shall be entitled to assign or otherwise transfer any debts due to us from the AAVS Account Holder and/or the Octopus Holder to any persons or companies ("Assignees"), and provided that we comply with all applicable laws, regulations and codes of practice in respect of such assignment(s) in force at the time of the assignment(s), we shall not be liable for actions taken by such Assignees.

Lost Octopus

31. All users of the Automatic Add Value Service are provided with the lost Octopus service. If the Octopus Holder loses the Octopus or if the Octopus has been stolen, he/she shall notify us immediately except where your Octopus is a Bank Co-Brand Octopus, you should contact the issuing Financial Institution. We will then cancel and disable the Octopus after a specific period of time ("Notification Period") following receipt of the loss report. The Notification Period shall be determined and announced by us from time to time. Once cancellation of the Octopus is effected, it cannot be reversed. This lost Octopus service will protect the AAVS Account Holder and the Octopus Holder from the loss of the Float and any value added to the Float through the Automatic Add Value Service on the Octopus after the expiry of the Notification Period.

32. If the Octopus is cancelled pursuant to Clause 31 above, we will refund to the Octopus Holder the SVF Deposit, if applicable, and the Float, if any, on the Octopus as recorded in the Octopus payment system. In the event

that there is a negative Float on your Octopus, we shall be entitled to set off such negative Float against the SVF Deposit, and debit any negative Float from the AAVS Account, at the end of the Notification Period. We may charge the AAVS Account Holder and/or the Octopus Holder a reasonable fee, which will be determined and announced by us from time to time, for providing this lost Octopus service. The fee will be deducted from the refund of the Float on the Octopus, if any, or charged to the AAVS Account Holder and/or the Octopus Holder, who shall be jointly and severally liable for the payment.

Cancellation of AAVS Account

32A. Upon cancellation, termination or expiration of the AAVS Account for any reason, you shall present the affected Octopus for disabling the Automatic Add Value Service on that Octopus in accordance with our instructions. If you do not do so, we shall cancel and disable all and any Octopus (whether or not the Octopus belongs to the AAVS Account Holder) linked to the AAVS Account in question. Once cancellation of the Octopus is effected, it cannot be re-activated subsequently.

Refund Policy on Cancelled Card

32B. Upon cancellation of your Octopus under Clauses 12, 21, 22, 22A and/or 32A, we shall be entitled to set off any amount due to us from you and refund any unused Float of your cancelled Octopus to you.

Replacement Card & Transfer of AAVS Account

32C. (a) We may offer you a replacement Octopus with Automatic Add Value Service if your Octopus is enabled with Automatic Add Value Service and:-

(i) is reported lost or stolen (as described in Clause 31 above);

(ii) malfunctions and is returned to us; or

(iii) needs to be replaced for any other reason(s) as specified by us from time to time and is returned to us.

(b) Any replacement Octopus will be linked to the same AAVS Account to which the Octopus that is being replaced is linked.

(c) The AAVS Account Holder agrees and undertakes that he/she shall be responsible and liable for any and all transactions carried out on the replacement Octopus.

Personal Information Collection Statement relating to you (this "Notice") in accordance with the Personal Data (Privacy) Ordinance (the "Ordinance")

33. The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from the AAVS Account Holder and/or the Octopus Holder from time to time (the "Data"). The Data shall include transactional records (meaning the transaction data which we receive from our Octopus readers and/or from other channels in respect of the use of Octopus by the AAVS Account Holder and/or Octopus Holder) to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance. This Data is to enable us to provide the Automatic Add Value Service and other related services to the AAVS Account Holder and/or the Octopus Holder. Further information is set out in our Privacy Policy located at: www.octopus.com.hk and this Notice is the basis upon which we collect, hold, process and use the Data.

34. If the AAVS Account Holder and/or the Octopus Holder does not provide his/her personal data to us, we may be unable to provide the AAVS Account Holder and/or the Octopus Holder with the Automatic Add Value Service.

35. Purpose: Each of the AAVS Account Holder and the Octopus Holder agrees that his / her Data may be used for the following purposes:-

(a) processing the application for the Automatic Add Value Service;

(b) collecting money due from the AAVS Account Holder and/or the Octopus Holder, whether from the AAVS Account or otherwise;

(c) verifying any information and records relating to the AAVS Account Holder and/or the Octopus Holder;

(d) management, operation and maintenance of the Octopus payment system, including audit and exercising our rights and the rights of the AAVS Account Holder and/or Octopus Holder under the Conditions of Issue and this Agreement;

(e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);

(f) communication by us to the AAVS Account Holder and/or the Octopus Holder;

(g) investigation of complaints, suspected suspicious transactions and research for service improvement;

(h) prevention or detection of crime; and

(i) disclosure as required by law, rules, regulations, codes or guidelines.

36. Transfer: Data will be kept confidential by us, but each of the AAVS Account Holder and Octopus Holder agrees that for the purpose(s) set out in Clause 35 above, we may transfer or disclose such Data to the following parties within Hong Kong (except that the parties set out in Clauses 36(a) and 36(b) below may be located outside Hong Kong):

(a) issuers of Bank Co-Brand Octopus and Financial Institutions which owe a duty of confidentiality to us and with which the AAVS Account Holder and/or Octopus Holder has selected to register;

(b) 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 or debt collection agencies (in the event of any money due to us by the AAVS Account Holder and/or the Octopus Holder), courier, gift redemption centres or data entry companies);

(c) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and

(d) 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 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.

37. Access: Each of the AAVS Account Holder and the Octopus Holder has the right to:

(a) check whether we hold Data and to have access to that Data;

(b) require us to correct any Data which is inaccurate; and

(c) ascertain our policies and practices in relation to Data and to be informed of the kind of Data held by us.

38. We reserve the right to charge the AAVS Account Holder and/or Octopus Holder a reasonable fee for complying with any request for access to his/her Data.

39. Any Data access request should be made in writing to: **The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong
Email: dpo@octopus.com.hk**

40. Nothing in this Notice shall limit the rights of the AAVS Account Holder and/or Octopus Holder under the Ordinance.

Deductions by Mistake

41. Each of the AAVS Account Holder and the Octopus Holder must ensure that the AAVS Account Holder shall:-

(a) keep himself/herself promptly informed of all transactions relating to the AAVS Account, which will involve examining each statement issued by the Financial Institution in respect of the AAVS Account or, if the Financial Institution does not issue statements in respect of the AAVS Account, updating and examining the passbook for the AAVS Account regularly, unless he/she has some other effective means of monitoring transactions on such account; and

(b) notify us within 12 months of the day of any debit from the AAVS Account to Our Account if he/she claims that we were not entitled to debit the relevant amount from the AAVS Account. After such period, neither the AAVS Account Holder nor the Octopus Holder shall make any claim that we were not entitled to debit the relevant amount from the AAVS Account unless:-

(i) we failed to exercise reasonable skill and care in respect of any such debit; or

(ii) any such debit arose from any manifest error on our part.

Termination

42. This Agreement shall terminate when the Automatic Add Value Service is cancelled in accordance with Clauses 12, 21, 22, 22A or 32A above, but such termination shall not affect the rights and obligations of the parties accrued prior to the termination.

Rights of Third Parties

43. This Agreement 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 this Agreement 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 this Agreement is hereby expressly excluded. For the avoidance of doubt, nothing in this Agreement shall affect the rights of any permitted assignee or transferee of this Agreement.

Changes to this Agreement

44. We may amend this Agreement from time to time. We shall notify the AAVS Account Holder and the Octopus Holder by giving them written notice of the change(s) or, as we shall at our absolute discretion determine, by publishing a notice of the change(s) in one Chinese and one English language newspaper in Hong Kong, at least 30 days before such amendments are to take effect. We shall provide the AAVS Account Holder and/or the Octopus Holder with a copy of the latest version of this Agreement upon written request. The latest version of this Agreement will also be available on our website at www.octopus.com.hk. If the Octopus Holder uses the Octopus after any amendment to this Agreement shall have taken effect, that amendment shall be deemed to have been accepted by the AAVS Account Holder and the Octopus Holder.

Governing Law and Jurisdiction

45. This Octopus Automatic Add Value Agreement shall be governed by the laws of Hong Kong. You and Octopus Cards Limited irrevocably agree that the courts in Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.

八達通發卡條款

(自2019年10月14日起生效)



請注意第13條及第16條有關個人資料收集的聲明

1. 發卡條款

本八達通發卡條款(本「發卡條款」)於2019年10月14日(「生效日期」)起生效，適用於所有客戶。

2. 簡介

2.1 本發卡條款是閣下(即本公司客戶)與本公司(即八達通卡有限公司)，就閣下使用本公司發行的八達通及作為八達通「好易昇」(「O! ePay」)服務下的儲值支付工具所訂立的合約。如使用八達通及/或O! ePay服務，即表示閣下同意受本發卡條款約束。

2.2 本發卡條款說明本公司向閣下承擔的義務，以及閣下向本公司承擔的義務。雖然本發卡條款適用於本公司所有主要服務，但在閣下使用若干服務時，有關服務的特定條款及細則可補充或修改本發卡條款。

2.3 本發卡條款所使用的一些詞語說明如下：

- (a) 「認可增值服務供應商」指獲本公司認可，以現金或其他代價為閣下八達通提供增值的服務供應商、銀行或金融服務公司；
- (b) 「認可經銷商」指獲本公司認可向閣下發行可供使用的八達通的實體；
- (c) 「認可流動支付應用程式」指由認可流動支付服務供應商操作，為閣下的Smart Octopus提供服務的手機應用程式；
- (d) 「認可流動支付服務供應商」指一間提供流動支付服務並獲本公司認可提供Smart Octopus的公司；
- (e) 「認可夥伴」指獲本公司認可就閣下O! ePay賬戶提供服務的銀行或金融服務公司或快速支付系統參與者或企業；
- (f) 「認可服務中心」指代表本公司提供八達通服務的實體；
- (g) 「卡內資金」指工具按金及儲值金額；
- (h) 「發卡組織」指支付組織可授權銀行、金融服務公司或企業為其品牌發卡；
- (i) 「發卡組織商戶」指該指定商戶接受客戶以相關發卡組織之授權會員發行之支付產品或服務，以繳付該指定商戶所提供的產品及服務；
- (j) 「客戶款項公司」指八達通卡客戶款項有限公司，該公司的組織章程規定，其職能乃根據本發卡條款及《支付系統及儲值支付工具條例》持有和處理卡內資金；
- (k) 「經轉換的八達通」指可被轉換為Smart Octopus的特定八達通，一經轉換，該八達通不可重新啟動。轉換後，在該八達通內儲存的工具按金(如適用)及儲值金額(如有)會被轉存入閣下的Smart Octopus的工具按金及儲值金額(如有)。
- (l) 「快速支付系統」或(「FPS」)指由香港金融管理局推出並由香港銀行同業結算有限公司所運作的金融系統，方便快速支付系統參與者提供付款服務及其他相關服務；
- (m) 「快速支付系統使用者賬戶持有人」指快速支付系統使用者賬戶的持有人；
- (n) 「快速支付系統使用者賬戶」指由快速支付系統使用者賬戶持有人於快速支付系統參與者管理的已登記賬戶；
- (o) 「快速支付系統參與者」指快速支付系統的參與者，該參與者可為銀行或其他金融機構或根據《支付系統及儲值支付工具條例》獲授予儲值支付工具牌照的持牌人，又或經香港銀行同業結算有限公司認可的企業；
- (p) 「儲值金額」指(1)八達通(不包括工具按金)及(2)閣下O! ePay賬戶內的剩餘儲值；
- (q) 「朋友」指與閣下O! ePay賬戶已連結以進行P2P付款的另一名O! ePay賬戶持有人；
- (r) 「香港」指中華人民共和國香港特別行政區；
- (s) 「流動網絡營運商」指獲本公司認可提供八達通的香港流動通訊服務公司；
- (t) 「流動裝置」指任何合資格的流動或可穿戴式技術裝置或本公司不時公佈的任何其他裝置；
- (u) 「八達通」指本公司提供實體或非實體形式的儲值支付工具卡及產品，包括但不限於：
 - (ii) 銷售版八達通；及
 - (iii) 本公司的銀行聯營八達通(詳見第3.1(b)條)、八達通流動電話卡(詳見第3.1(d)條)、跨境八達通(詳見第3.1(c)條)、Smart Octopus(詳見第3.1(e)條)及其他消費品項目，如手錶、手機殼及匙扣的儲值支付工具；
- (v) 「O! ePay賬戶」指由O! ePay賬戶持有人就O! ePay服務所申請及經本公司批准的網絡形式儲值支付賬戶，包括但不限於發行O! ePay付款卡(詳見第8A.1條)；
- (w) 「O! ePay賬戶持有人」指持有O! ePay賬戶的人士；
- (x) 「八達通手機應用程式」指由本公司就八達通服務及/或O! ePay服務開發及營運的手機應用程式；
- (y) 「O! ePay服務」具有第8A條賦予的涵義；
- (z) 「P2P付款」指一個O! ePay賬戶向另一O! ePay賬戶(包括其朋友的O! ePay賬戶)作出的個人對個人付款；
- (aa) 「支付系統及儲值支付工具條例」具有第2A.1條賦予的涵義；
- (bb) 「已登記八達通」指可被登記作為與O! ePay賬戶進行轉賬的特定八達通；
- (cc) 「收費項目及指引」指由本公司(八達通卡有限公司)發佈的「使用八達通的收費項目及指引附表」(經不時修訂)，最新版本可從本公司網站www.octopus.com.hk獲取；
- (dd) 「服務供應商」指會在出示閣下的八達通時提供服務，並經本公司批准的任何交通營運商、零售商(包括但不限於：超級市場、便利店、食肆及快餐店、食品店、其他消費品商店如藥物及化妝品店、書店、報攤、文具及禮品店、配飾店、商場、服裝店、電訊公司)、娛樂/康樂/運動設施供應商、教育機構、政府相關業務實體、建築物門禁系統服務供應商、自助服務(例如自動售賣機/自助服務站/照相亭/電話亭)、網上付款及/或流動支付平台供應商、網上及/或流動支付服務供應商或其他經本公司批准在閣下出示八達通時的提供服務者。有關服務供應商須清楚展示八達通標誌；
- (ee) 「工具按金」具有第5.1條賦予的涵義；及
- (ff) 「第三方營運者」指一間在香港或任何地方的實體，與本公司訂立正式商業關係，藉以向閣下提供跨境八達通以及某些其他功能(如有)。第三方營運者並不包括本公司與其合作提供銀行聯營八達通的任何銀行或金融服務公司或本公司與其合作提供八達通流動電話卡的任何流動網絡營運商或本公司與其合作提供Smart Octopus的任何認可流動支付服務供應商。

2A. 儲值支付工具內的儲值金額及工具按金

- 2A.1** 八達通及O! ePay賬戶是《支付系統及儲值支付工具條例》下的一種儲值支付工具。
- 2A.2** 作為根據《支付系統及儲值支付工具條例》獲授予儲值支付工具牌照的持牌人，本公司，即八達通卡有限公司有責任根據《支付系統及儲值支付工具條例》，為卡內資金提供足夠保障。
- 2A.3** 儲值金額及工具按金(如適用)並不產生任何利息或利潤。任何卡內資金產生(不論於生效日期之前、當日或之後產生)的累算利息及其他回報(如有)均歸本公司所有。
- 2A.4** 依從《支付系統及儲值支付工具條例》的規定，在收到工具按金(如適用)及閣下打算為八達通(根據第6.1條)或O! ePay賬戶(根據第8A條)增值的付款(視屬何情況而定)後，本公司會將所有該等付款直接存入獨立的指定銀行賬戶(「指定銀行賬戶」)且會分別就八達通及O! ePay賬戶在該等賬戶中維持卡內資金。該等賬戶乃以本公司名義在香港信譽良好的持牌銀行及金融服務公司開立，並且指定只可分別作持有八達通及O! ePay賬戶卡內資金之用。本公司為客戶資金公司的絕對權益以被動受託人形式持有存入指定銀行賬戶的卡內資金。
- 2A.5** 本公司會進一步維持本公司截至生效日期當日於相關指定銀行賬戶分別就八達通及O! ePay賬戶持有的卡內資金。
- 2A.6** 在第2A.8條的規限下，本公司將代表客戶資金公司根據本發卡條款管理卡內資金，本公司並獲授權根據本發卡條款於指定銀行賬戶存入及提取款項。

2A.7 本公司會從卡內資金扣除尤其以下幾項：

- (a) 應付八達通持有人及O! ePay賬戶持有人所作付款及其他交易所需的款額，包括但不限於根據第3.3條作出的款項；
 - (b) 根據本發卡條款作出或應付的任何退款或其他款項；
 - (c) 任何卡內資金產生的累算利息或其他回報；
 - (d) 根據本發卡條款可收取或扣除的收費、費用或其他款額；及
 - (e) 根據第15A.2條所沒收的任何卡內資金。
- 為免生疑問，本公司有權承受於第2A.7(c)、(d)及(e)條中指明
的款額，且有權於本公司合理地決定的日期扣除或要求作出該
等款額。

2A.8 本公司會管理卡內資金，以確保時刻有足夠資金以備閣下贖回款項。

2A.9 本公司將採取所有合理的組織措施，盡量降低因盜竊、欺詐、濫用、不當挪用、疏忽或管理不善而出現損失或減值卡內資金的風險。

2A.10 本公司會確保，本公司開立指定銀行賬戶的銀行及金融服務公司，不會擁有卡內資金的任何權利（包括但不限於任何抵銷權利）。

3. 總則

3.1 (a) 本公司提供兩類型八達通：

- (i) 「**租用版八達通**」指本公司租予閣下並要求閣下繳付工具按金的八達通。根據第12.2條，閣下可退還**租用版八達通**並獲退回工具按金；及
- (ii) 「**銷售版八達通**」指閣下從本公司之認可經銷商處購買或根據第4.1(e)條從第三方取得的八達通。閣下購買**銷售版八達通**時，毋須繳付工具按金，惟閣下不能退回**銷售版八達通**，除非該八達通出現如第11條所述的失效情況，或如第12.3條所述註銷該八達通。

(b) 本公司認可銀行或金融服務公司，可為閣下提供「**銀行聯營八達通**」。這張是由該銀行或金融服務公司發行的卡或產品，附有由該銀行或金融服務公司提供的銀行及/或付款功能，並包含八達通儲值支付工具以用於透過八達通收費系統作出付款的卡或產品。每張**銀行聯營八達通**都可能受額外的條款及細則約束，閣下使用前應細心閱覽，並應確定同意該等額外條款及細則。任何因銀行或金融服務公司所列出的條款及細則而導致之任何責任或法律責任，本公司概不負責。**銀行聯營八達通**可能提供或不提供任何本公司的額外服務（例如個人八達通服務（第14條）、自動增值服務（第8條）、報失八達通服務（第15條））。本公司將透過發卡或產品銀行或金融服務公司通知閣下之**銀行聯營八達通**是否提供任何該等服務。若閣下欲退回**銀行聯營八達通**，應向發卡或產品銀行或金融服務公司退回，而不是向本公司、認可經銷商或認可服務中心退回。

(c) 本公司與任何第三方營運者，可能向閣下提供包含兩個或以上的電子錢包（其中一個具有本公司提供用於透過八達通收費系統作出付款的儲值支付工具，其餘的則為第三方營運者提供並管理的電子錢包）的聯營或聯名跨境卡或產品（「**跨境八達通**」）。其他由第三方營運者所訂定的額外條款及細則，或適用於相關的電子錢包。閣下使用前應同意此等額外的條款及細則。任何有關或由於第三方營運者所列出的條款及細則而導致的任何責任或法律責任，本公司概不負責。本公司將會通知閣下就閣下的**跨境八達通**是否包含第3.1(a)(ii)條所界定的**銷售版八達通**，以及本公司會否就閣下的**跨境八達通**，提供本公司的任何服務（例如個人八達通服務（第14條）、自動增值服務（第8條）、報失八達通服務（第15條））。

(d) 獲本公司認可的流動網絡營運商，可向閣下提供「**八達通流動電話卡**」。這是一張由該流動網絡營運商發行的流動電話卡或產品，附有由該流動網絡營運商提供的流動通訊功能，並包含可用於透過八達通收費系統作出付款的儲值支付工具。每張**八達通流動電話卡**可能受其他的額外條款及細則約束，閣下應細心查閱，並應在使用前同意該等額外條款及細則。任何有關或由於流動網絡營運商所列出的條款及細則而導致之責任或法律責任，本公司概不負責。**八達通流動電話卡**可具備或不具備任何本公司的服務（例如：個人八達通服務（第14條）、自動增值服務（第8條）、報失八達通服務（第15條））。本公司將透過為閣下提供**八達通流動電話卡**的流動網絡營運商，通知閣下此卡是否具備此等服務。

(e) 本公司及任何認可流動支付服務供應商可透過以下發行方

式向閣下提供「**Smart Octopus**」：

- (i) 直接透過流動裝置上的認可流動支付應用程式或本公司不時公佈的其他渠道；或
- (ii) 透過流動裝置上的認可流動支付應用程式或本公司不時公佈的其他渠道轉換經轉換的八達通；

Smart Octopus 可用以透過八達通收費系統支付費用。本公司將要求閣下支付工具按金及發卡費（「**Smart Octopus**發卡費」）。閣下應仔細閱讀認可流動支付服務供應商另訂的可能適用的條款及細則。閣下應在使用**Smart Octopus**前同意該等附加條款及細則。任何有關或由於相關認可流動支付服務供應商所列出的條款及細則而導致之責任或法律責任，本公司概不負責。**Smart Octopus**可能提供或不提供任何本公司的服務（例如：個人八達通服務（第14條）、自動增值服務（第8條）、報失八達通服務（第15條））。本公司將透過認可流動支付服務供應商通知閣下，閣下的**Smart Octopus**是否提供任何該等服務。

3.2 本公司營運八達通收費系統及O! ePay服務，並確保該系統及該服務是在合理的謹慎、技術及關注程度下營運。若閣下發現八達通或O! ePay賬戶（視屬何情況而定）有任何異常情況，應盡快與本公司聯絡（詳見第23條）。

3.3 閣下為增加八達通儲值金額所支付的資金，不論由本公司直接收取或由認可增值服務供應商收取，均將根據本發卡條款適時記入閣下的八達通及供閣下使用。若閣下是有效八達通的持有人（詳見第4.4條），八達通收費系統可讓閣下在有展示八達通標誌的本公司任何服務供應商，使用閣下的八達通儲值金額，繳付若干貨品及服務的費用。閣下為增加O! ePay賬戶儲值金額所支付的資金（不論由本公司直接收取或由認可夥伴收取），以及閣下透過P2P付款收取的資金或來自自己登記八達通轉賬的資金，均將根據本發卡條款適時記入閣下的O! ePay賬戶及供閣下使用O! ePay服務。若閣下是O! ePay賬戶的真實持有人，O! ePay服務可讓閣下在有展示O! ePay服務標誌的任何認可夥伴，使用閣下O! ePay賬戶的儲值金額繳付若干貨品及服務的費用。

3.4 部份服務供應商可向閣下提供服務，如進入某一處所等，但不會使用閣下八達通的繳費功能。

3.5 服務供應商或認可夥伴均有清楚展示八達通或O! ePay服務標誌以資識別，不論是在網上、實體所在處或是其他位置。若服務供應商或認可夥伴不接受閣下使用的八達通，繳付其貨品/服務的費用或不接受閣下使用O! ePay服務（視屬何情況而定），請與該服務供應商、認可夥伴或本公司聯絡。

3.6 服務供應商、認可夥伴及發卡組織商戶（視屬何情況而定）須為向閣下提供的貨品及/或服務的各個方面負責。在使用服務供應商及/或認可夥伴及/或發卡組織商戶的服務及/或設施時，閣下須遵行其規則、規則及附例。對於服務供應商及/或認可夥伴及/或發卡組織商戶提供的貨品及/或服務，本公司概不負責。對於有關事宜，閣下應直接向有關服務供應商或認可夥伴或發卡組織商戶（視屬何情況而定）查詢。

3.7 在正常情況下，本公司將會盡合理的努力，確保八達通收費系統能夠持續運作，但本公司不能保證任何服務供應商均能接受以八達通付款，因為須視乎該服務供應商本身的系統及營運，以及網絡、電力、氣候及其他條件或情況而定，以上因素皆在本公司的控制範圍以外。在正常情況下，本公司將會盡合理的努力提供O! ePay服務，但並不會就O! ePay服務的可靠性、可供使用情況、所有權、適用性或任何其他性質的事宜作出任何聲明、認可證明或保證。此外，本公司不能保證認可夥伴或發卡組織商戶均能就閣下的O! ePay賬戶（或你的O! ePay付款卡，視屬何情況而定）提供指定服務，因為須視乎認可夥伴或發卡組織商戶本身的系統及營運，以及網絡、電力、氣候及其他條件或情況而定，以上因素皆在本公司的控制範圍以外。在第10.4條的規限下，本公司概不就閣下因使用八達通服務及/或O! ePay服務或就此直接或間接蒙受的損失或損害承擔任何責任。

3.8 本公司將對任何八達通繳費服務、O! ePay服務及本公司向閣下提供的其他服務收取合理費用。任何該等費用將於「收費項目及指引」中公佈。

4. 獲取及使用閣下的八達通；申請及使用閣下的O! ePay服務

4.1 如欲使用本公司的八達通相關服務，閣下須從以下人士獲取有效八達通：

- (a) 本公司任何認可經銷商。該認可經銷商將會要求閣下購買**銷售版八達通**或為**租用版八達通**支付工具按金（詳見第

5.1條)；

- (b) 本公司認可的銀行或金融服務公司。該銀行或金融服務公司將向閣下發行銀行聯營八達通；
- (c) 第三方營運者。該第三方營運者可能選擇向閣下提供跨境八達通；
- (d) 為閣下提供八達通流動電話卡的流動網絡營運商；
- (e) 獲本公司認可、為閣下提供銷售版八達通的任何其他第三方。在此情況下，本公司會將閣下視作該八達通的擁有人，猶如閣下已購買該銷售版八達通一樣；
- (f) 有效八達通的現有持有人，不論該八達通是由該現有持有人購買或是本公司租予他的亦然。在此情況下，本公司會將閣下（即該八達通的現時持有人）當作該八達通的新持有人處理，以及當作本發卡條款所指的本公司客戶處理。在使用有關八達通時，閣下同意受本發卡條款約束。然而，如屬個人八達通（詳見第14條）或該八達通的服務條款規定不准轉讓（如自動增值服務（詳見第8條）），則現有持有人不得轉讓該八達通；或
- (g) 為閣下提供Smart Octopus之認可流動支付服務供應商。

4.2 本公司並不擁有任何：

- (a) 銷售版八達通（如第4.1(a)、4.1(e)或4.1(f)條所述）；
- (b) 銀行聯營八達通（如第4.1(b)條所述）；
- (c) 跨境八達通（如第4.1(c)條所述）；
- (d) 八達通流動電話卡（如第4.1(d)條所述）；及
- (e) Smart Octopus（如第4.1(g)條所述）；

但本公司將保留管理上述八達通所載軟件及數據的權利。

4.3 所有租用版八達通屬本公司所有，而本公司保留向閣下收回租用版八達通的權利，以及管理閣下租用版八達通所載軟件及數據的權利，以上權利均將按本公司全權酌情決定行使。

4.4 「有效八達通」指符合以下定義的真正八達通：

- (a) 按照特定服務供應商發卡條款、規則、規例及/或附例的規定，屬於閣下符合資格的述明車費類別（如小童、長者或學生身份等）；
- (b) 未遭損毀或未經擅改；及
- (c) 由閣下合法取得。

4.5 若閣下的八達通仍有正數儲值金額，但儲值金額不敷應付所擬進行的交易，則閣下的八達通仍可在此項交易中使用，惟閣下的八達通因此項交易而產生的備用餘額（即備用限額），不得超過本公司不時決定及公佈的最高限額。本公司可選擇及全權決定，並會不時通知閣下，是否為任何八達通提供備用餘額功能。

4.6 如欲使用O! ePay服務，閣下須登記一個O! ePay賬戶（詳見第8A條）。

4.7 倘若懷疑閣下的八達通或閣下的O! ePay賬戶被用於未經授權的交易，請立即聯絡本公司（詳見第23條）。本公司可要求閣下於合理時間內提供資料（包括個人資料），以支持閣下提出之未經授權的交易。經確認閣下遵守第9.1條並確定在與閣下八達通或閣下O! ePay賬戶（視屬何情況而定）有關的未經授權交易後，本公司將向閣下退還該等未經授權交易涉及的款額。本公司將就提供此服務收取合理費用（「未經授權使用申索費」）。本公司就調查作出的決定即為最終決定。

4.8 為保障閣下權益，在進行涉及閣下八達通及/或閣下O! ePay賬戶的高風險交易（「高風險交易」）前，本公司將執行使用者認證程序。高風險交易指超出本公司不時公佈的單宗交易限額或總交易限額。

5. 租用八達通時或本公司向閣下發出Smart Octopus時向本公司繳付的工具按金

5.1 倘若本公司向閣下發行租用版八達通，認可經銷商將代表本公司向閣下收取按金（「工具按金」）以令八達通可供使用，工具按金將存放於本公司，而本公司將會持有工具按金作為閣下的八達通的抵押。

5.2 倘若本公司向閣下發出Smart Octopus，本公司將向閣下收取工具按金，而本公司將會持有按金作為閣下的八達通的抵押。

5.3 本公司就租用版八達通或Smart Octopus向閣下收取的工具按金款額，應為本公司不時決定及公佈的合理款額，藉以彌補租用版八達通的費用、本公司發行該八達通給予閣下所產生的費用、維持八達通收費系統供閣下使用及提供備用餘額功能（如適用）的有關費用。

6. 為閣下的八達通及閣下的O! ePay賬戶增值

6.1 如欲使用八達通收費系統繳費，閣下須前往認可增值服務供應商，繳付現金或其他可接受的付款形式，為閣下的八達通增

值，或如為閣下的Smart Octopus，則透過認可流動支付應用程式支付獲接受的付款，或（如適用）使用八達通自動增值服務（詳見第8條）或本公司不時決定及公佈的其他方式為八達通增值。如欲使用O! ePay服務，閣下須前往認可夥伴，繳付現金或其他可接受的付款形式或使用本公司不時決定及公佈的其他方式，為閣下的O! ePay賬戶增值。本公司將就提供增值服務收取合理費用（「增值服務費」）。認可增值服務供應商及認可夥伴，只可為閣下的八達通及閣下的O! ePay賬戶（視屬何情況而定）提供本公司不時決定及公佈高於某最低款額、某數額倍數及/或其他增值款額。

6.2 真確的認可增值服務供應商或認可夥伴，為閣下的八達通或閣下的O! ePay賬戶（視屬何情況而定）增值，不會提供任何折扣優惠，唯屬於本公司認可的正式推廣活動的一部份則另作別論。如閣下對有關認可增值服務供應商或認可夥伴的真正身份有所懷疑，不應嘗試增值。本公司概不承認未經認可的增值服務供應商或未經認可的夥伴為閣下的八達通或閣下的O! ePay賬戶所作的增值，或以任何其他不合法方式所作的增值。

7. 儲值的最高限額

閣下的八達通及閣下的O! ePay賬戶可儲存的最大款額（「儲值限額」）為本公司不時通知閣下的最高限額。

8. 八達通自動增值服務

本公司聯同一些參與銀行及金融服務公司，或會就本公司選定的八達通提供自動增值服務（「自動增值服務」）。閣下可透過其中一間銀行或金融服務公司另行申請自動增值服務。此外，閣下的銀行聯營八達通，亦可能提供自動增值服務。參與銀行及金融服務公司就提供自動增值服務可能各自設有獨立的附加條款及細則，在使用此服務前，閣下應細心閱覽，並確定同意該等額外條款及細則。任何因銀行或金融服務公司所列明的條款及細則而導致的任何責任，本公司概不負責。

8A. O! ePay服務

8A.1 本公司提供網絡儲值支付服務（「O! ePay服務」），該服務須受本公司不時通知閣下的若干賬戶及交易限制規限。本公司亦可能會提供與認可夥伴有關連的O! ePay服務，閣下可透過任何一間認可夥伴個別申請。由本公司提供與認可夥伴有關連的O! ePay服務，可能設有獨立的附加條款及細則，在使用前，閣下應細心閱覽，並確定同意該等額外條款及細則。任何因認可夥伴所列明的條款及細則而導致的任何責任，本公司概不負責。本公司就八達通O! ePay服務，可能會向閣下發出相關發卡組織品牌以網絡形式運作的卡或產品（「O! ePay付款卡」）。每張O! ePay付款卡可能具有獨立附加條款及細則，在使用前，閣下應細心閱覽，並確定同意該等額外條款及細則。任何因信用卡組織所列明的條款及細則而導致的任何責任，本公司概不負責。

8A.2 閣下須透過本公司不時公佈的途徑，及按照本公司不時公佈的要求登記一個O! ePay賬戶以成為O! ePay賬戶持有人，方可使用O! ePay服務。作為O! ePay賬戶持有人，閣下保證閣下(a)符合本公司不時公佈的最低年齡規定；(b)持有本公司不時公佈的有效身份證明文件；(c)所提供的任何資料，包括閣下的個人資料，皆準確、完整及最新；(d)會盡快更新資料（包括個人資料），以確保閣下向本公司提供的資料皆準確、完整及最新。本公司將就提供O! ePay賬戶收取合理費用（「O! ePay賬戶費用」）。作為O! ePay賬戶持有人，閣下可透過本公司不時公佈的途徑及要求，登記一張與閣下O! ePay賬戶連結的O! ePay付款卡。若閣下已獲發O! ePay付款卡，如需申請補發O! ePay付款卡，應與本公司聯絡或經本公司不時公佈的途徑申請補發。本公司將就提供補發O! ePay付款卡收取合理費用（「O! ePay付款卡補發費用」）。你亦可以透過本公司不時公佈的途徑及程序隨時申請取消你的O! ePay賬戶。閣下的O! ePay付款卡一經註銷，隨後將無法重新啟動。

8A.3 閣下明白，當成為O! ePay賬戶持有人，閣下作為O! ePay賬戶持有人的身份（包括已遮擋的姓名或顯示名稱）（「身份」）可按閣下的選擇公開、分享及讓知悉閣下登記在O! ePay賬戶的手機號碼的其他O! ePay賬戶持有人（包括朋友），透過其流動裝置內的八達通手機應用程式閱覽有關資料。閣下亦明白，一切訊息、相片及/或其他資訊（如閣下的身份）（「內容」），皆屬建立者所擁有。在使用O! ePay服務時，閣下須就經閣下的O! ePay賬戶上載、刊登、發出、傳送、分享或以其他形式提供的有關內容（不論全部或部份）所產生的後果而負上所有責任。本公司不會就內容或其任何部份承擔保密責任。當閣下

透過O! ePay服務提交內容時，即表示閣下同意授予本公司不可撤銷的、非獨家的、永久的、全球性的、免使用費的及可轉讓的特許，以因應O! ePay服務，透過任何及所有媒體和方式使用、複製、發佈及提供有關內容，而閣下保證有權授予前述的特許。閣下亦同意授權各O! ePay賬戶持有人，閱覽閣下於O! ePay服務下的身份，並授權各朋友於O! ePay服務下閱覽其內容。一旦本公司以全權及絕對的酌情權認為任何內容屬於或有可能屬於以下情況時：

- (a) 侵害任何第三方的知識產權或其他權利；
- (b) 非法、淫褻、誹謗、侮辱或恐嚇成份；
- (c) 包含惡意、歧視或騷擾訊息；或
- (d) 對任何O! ePay賬戶持有人、O! ePay服務使用者或任何第三方作不恰當或帶有侮辱成份；

除了其他權利及補償方法之外，本公司有權即時終止閣下的O! ePay賬戶而無需作出通知。閣下的O! ePay賬戶一經終止，隨後將無法重新啟動。

8A.4 本公司僅會在必須履行具管轄權的法院或相關監管機構發出的搜查令或命令情況下披露內容。

8A.5 閣下可透過流動裝置上的八達通手機應用程式或本公司不時公佈的其他渠道，與任何O! ePay賬戶持有人（包括朋友）進行P2P付款。每宗P2P付款均受若干條件規限，包括但不限於本公司不時知會閣下的儲值限額、每日交易限額及年度交易限額。本公司將就P2P付款向閣下收取合理費用（「P2P付款費」）。

8A.6 閣下可透過流動裝置上的八達通手機應用程式或本公司不時公佈的其他渠道，在閣下的O! ePay賬戶及已登記八達通之間進行轉賬。閣下可透過流動裝置上的八達通手機應用程式或本公司不時公佈的其他渠道，為閣下的O! ePay賬戶增值（詳見第6條）。閣下的O! ePay賬戶及已登記八達通之間的轉賬及/或為閣下的O! ePay賬戶提供增值服務，須受若干條件規限，包括但不限於本公司不時知會閣下的儲值限額、每日交易限額、年度交易限額、每月從已登記八達通轉賬的限額及每月從作為已登記八達通的Smart Octopus轉賬的限額。

8A.7 閣下可透過流動裝置上的八達通手機應用程式或本公司不時公佈的其他渠道，使用閣下O! ePay賬戶中的儲值金額，繳付本公司認可夥伴所提供的貨品及服務的費用，但須受若干條件規限，包括但不限於本公司不時知會閣下的每日交易限額。若閣下已獲發O! ePay付款卡，你可以O! ePay付款卡使用閣下O! ePay賬戶中的儲值金額，支付該發卡組織商戶所提供的產品及服務，不論於網上、實體地點或其他本公司不時公佈的渠道。以O! ePay付款卡使用閣下O! ePay賬戶中的儲值金額，但除上述適用於O! ePay賬戶的條件外，亦受若干條件規限，包括但不限於本公司不時知會閣下的年度消費限額。本公司將就使用O! ePay付款卡支付向閣下收取合理費用，包括但不限於以非港元進行付款交易的交易費用（「外幣交易費用」）及以港元進行的境外付款交易費用（「境外(港元)交易費用」），本公司或會不時知會閣下以上費用。

8A.8 閣下可透過流動裝置上的八達通手機應用程式或本公司不時公佈的其他渠道，將O! ePay賬戶中的資金轉入：

- (a) 閣下於銀行或金融服務公司開立的已登記銀行賬戶；或
- (b) 快速支付系統使用者賬戶；或
- (c) 閣下於本公司認可企業開立的已登記賬戶。

閣下將O! ePay賬戶中的資金轉入閣下已登記的銀行賬戶、快速支付系統使用者賬戶及/或閣下於本公司認可企業開立的已登記賬戶，須受若干條件規限，包括但不限於本公司不時知會閣下的每日交易限額。本公司會就將閣下O! ePay賬戶中的資金轉入閣下已登記的銀行賬戶、快速支付系統使用者賬戶及/或閣下於本公司認可企業開立的已登記賬戶的轉賬收取合理費用（「轉賬費用」）。

8A.9 除了第8A.3條所規定外，在出現以下情況時，本公司可於無須承擔任何責任的情況下隨時有全權及絕對的酌情權，即時暫停或終止閣下的O! ePay賬戶：

- (a) 閣下已違反或將會違反任何適用法例或規例；
- (b) 閣下已違反或將會違反任何本發卡條款條款的條款；
- (c) 本公司認為閣下使用O! ePay賬戶，將會損害或危害O! ePay服務的完整性或安全性；或
- (d) 本公司需要遵從具管轄權力的法院、或政府、或相關監管機構或交易所發出的命令。

如閣下的O! ePay賬戶被暫停，本公司會於確定以上情況不再存在或不會再發生時，又或確定閣下O! ePay賬戶的使用，不會損害或危害O! ePay服務的完整性及安全性時，取消有關暫停。在第15A條的規限下，如閣下的O! ePay賬戶被終止，本公司會按照本公司系統的記錄所示，於扣除包括O! ePay服務收費欠款等任何款額後，安排將閣下O! ePay賬戶中的儲值金

額（如有）退還閣下。閣下的O! ePay賬戶一經終止，隨後將無法重新啟動。

8A.10 除了第8A.3及8A.9條所規定外，若閣下的O! ePay賬戶內未有足夠儲值金額支付包括O! ePay服務收費欠款等任何款額時，除了其他權利及補償方法外，本公司亦有權即時終止閣下的O! ePay賬戶而無需作出通知。閣下的O! ePay賬戶一經終止，隨後將無法重新啟動。

8A.11 如閣下的O! ePay賬戶受到任何方面的影響，閣下應立即通知本公司（詳見第23條）。閣下須承擔閣下通知本公司上述問題前閣下的O! ePay賬戶被用於未經授權交易所產生的損失。

9. 使用閣下八達通及O! ePay賬戶時的義務

9.1 閣下應採取合理安全預防措施，小心保管閣下的八達通，以免損壞或被擅自改動或未經授權使用。閣下應採取合理安全預防措施，小心保管閣下的O! ePay賬戶，確保妥善及安全地使用閣下的O! ePay賬戶，包括保管閣下的賬戶密碼。如閣下向本公司交回的租用版八達通，因分層、摺曲、切割、破損、塗寫或以任何方式在上面附加物料及/或物件而損毀或改變，本公司將收取「收費項目及指引」所列的合理費用，藉以彌補損毀的費用。

9.2 閣下不得使用或容許任何人使用閣下的八達通及/或O! ePay賬戶作任何非法用途。

9.3 閣下只可在有展示八達通標誌的地方，出示閣下的八達通。閣下不應在沒有展示八達通標誌的收費器上出示閣下的八達通，因為此舉可能損毀八達通及/或引致閣下損失。

9.4 閣下不得以任何方法擅自改動八達通（包括但不限於八達通所儲存的軟件及數據）。閣下不應以任何方法利用或干擾閣下的O! ePay賬戶或滋擾其他O! ePay服務使用者，尤其是閣下不得得使用或啟動任何自動化系統（包括但不限於robots、load testers或spiders程式）進入O! ePay賬戶或使用O! ePay服務。擅自改動閣下的八達通所載數據，可能構成刑事罪行。如擅自改動閣下的八達通或者利用或干擾閣下的O! ePay賬戶，本公司將不承認以該八達通或O! ePay賬戶所進行之交易或退還該八達通或O! ePay賬戶的任何儲值金額或工具按金（如適用）。

9.5 如因閣下改動或干擾或容許第三方改動或干擾閣下的八達通及/或O! ePay賬戶數據引致本公司蒙受或產生任何費用、支出、損失或損害，本公司有權追收合理的費用、支出、損失或損害賠償。

9.6 如閣下遺失八達通或八達通被竊，或本公司有合理理據懷疑有可疑行為，或按現行法例所要求，本公司會要求閣下與本公司及（如適用）警方合作，以尋回閣下的八達通。如閣下的O! ePay賬戶受到干擾、或本公司有合理理由懷疑存在上述性質的行為，或按現行法例所要求，本公司會要求閣下與本公司及（如適用）警方合作以進行調查。

9.7 本公司的職員及本公司認可服務供應商的授權代表，均有權在任何合理時間，檢查閣下的八達通以及包含八達通的品目，包括該八達通的數據在內。

10. 正確使用閣下的八達通及O! ePay賬戶

10.1 由於可能互相干擾，閣下請勿同時攜帶超過一張八達通，或攜帶八達通時將之貼近另一非接觸式智能卡，否則有關風險一概由閣下承擔。如因使用閣下的八達通，損害任何八達通或電子裝置的功能，本公司概不負責。如閣下要求本公司退回錯誤扣除的數額，而該錯誤源自閣下同時攜帶超過一張八達通或攜帶八達通時，將之貼近另一非接觸式智能卡，本公司保留不接納退款要求的權利。

10.2 如因閣下不當或未經授權使用閣下的八達通及/或O! ePay賬戶造成任何人身損傷及/或財物損失或損毀，本公司概不負責。

10.3 閣下同意彌償本公司就閣下不當或未經授權使用閣下八達通或O! ePay服務而使本公司在任何情況下蒙受、承受或產生的一切訴訟、法律程序、債務、申索、損失、損害及合理費用及支出（包括一切合理的法律費用）。

10.4 本發卡條款並不免除或限制本公司因疏忽或欺詐造成死亡或人身損傷而須承擔的責任。

11. 功能失效

若閣下八達通的功能並非因閣下的過錯所致而失效，而閣下亦沒有在任何方面損毀或擅自改動該八達通：

- (a) 如閣下持有租用版八達通或是從本公司認可經銷商處購得的銷售版八達通，閣下應將該八達通退回本公司的認可服

- 務中心。如屬*租用版八達通*，本公司將會安排退回儲存於該*八達通*內的儲值金額（如有），並補發一張臨時*八達通*給閣下；如屬*銷售版八達通*，則本公司只會安排退回儲存於該*八達通*內的儲值金額（如有）（詳見第12.2條）；或
- (b) 如閣下持有*跨境八達通*，閣下應聯絡本公司的認可服務中心（或任何由本公司認可服務中心所指示的其他方）或本公司不時公佈的其他渠道。本公司只會安排退回儲存於該*八達通*內的儲值金額（如有）（詳見第12.5條）；或
- (c) 如閣下是按第4.1(e)條所述，從任何其他第三方取得閣下的*八達通*，閣下應與該第三方聯絡；或
- (d) 如閣下購買的*八達通*設有有限期的售後保養服務，閣下應與有關保養服務提供者聯絡；或
- (e) 如閣下獲發的是*銀行聯營八達通*，應聯絡發行銀行或金融服務公司。在正常情況下，該銀行或金融服務公司將為閣下補發*銀行聯營八達通*。如該*八達通*有任何正值或負值儲值金額，將由發行銀行或金融服務公司辦理；或
- (f) 如閣下獲提供的是*八達通流動電話卡*，閣下應聯絡本公司或登入本公司網站或利用本公司不時公佈的其他渠道，申請註銷使用閣下*八達通流動電話卡*的*八達通*功能，以便安排退回其中儲存的任何儲值金額（如有）。閣下亦應聯絡流動網絡營運商。在正常情況下，該流動網絡營運商將補發*八達通流動電話卡*給閣下，並可能為此收取費用；或
- (g) 倘若閣下獲發出*Smart Octopus*並且在獲發出*Smart Octopus*時已向本公司提供個人資料（如適用），則閣下註銷閣下的*Smart Octopus*時應聯絡本公司或使用本公司的網上申請或本公司不時公佈的其他渠道，本公司會安排退回儲存於該*八達通*內的工具按金（如適用）及儲值金額（如有）。退回儲存於閣下的*Smart Octopus*內的工具按金（如適用）及儲值金額須受若干限制，包括但不限於本公司不時通知閣下的每部流動裝置的每年退款限額。

12. 退還或註銷閣下的*八達通*以及註銷閣下的O! ePay賬戶

12.1 本第12條受第15A條規限。

12.2 閣下可在下列情況下退回*八達通*：

- (a) 如閣下的*八達通*功能失效，可根據第11條所述退回；或
- (b) 如閣下持有*租用版八達通*，閣下可自行選擇將其退回認可服務中心。當閣下退回*租用版八達通*並申請退款時，有關該*八達通*的工具按金（如適用）及儲存於該*八達通*內的儲值金額（如有），將會全數退還給閣下。但在以下情況，本公司可扣除合理款額，藉以彌補以下各項費用：
- (i) 閣下*租用版八達通*的負值儲值金額；
- (ii) 手續費（視乎本公司已將該*八達通*租予閣下的時間多久而定）（「**手續費**」），藉以彌補本公司產生的費用，包括認可服務中心提供退還及退款服務所收取的費用；
- (iii) 閣下退回*租用版八達通*任何損毀的修理費用（如適用）；
- (iv) 自動增值服務的任何欠款；
- (v) 第13.2條所述的不常用*八達通*行政費（如適用）；
- (vi) 任何其他款項，包括八達通服務費欠款。

12.3 如閣下退回*銷售版八達通*以作註銷，本公司將停用閣下的*銷售版八達通*，並於扣除任何包括八達通服務收費及欠款等款額後，退回其儲存的任何儲值金額。然而，本公司不會退回該*銷售版八達通*的售價（如有）。如閣下註銷*銷售版八達通*，隨後將無法重新啟動。

12.4 閣下或發行銀行或金融服務公司，可根據閣下與發行銀行或金融服務公司之間的持卡人協議，以及根據本發卡條款的規定，申請註銷閣下的*銀行聯營八達通*。如閣下的*銀行聯營八達通*被註銷，本公司在閣下與發卡銀行或金融服務公司之間的持卡人協議條文的規限下，將透過發卡銀行或金融服務公司向閣下退回其中儲存的任何儲值金額（如有）。然而，本公司將不會向閣下退還該*銀行聯營八達通*的費用（如有）。

12.5 閣下可將*跨境八達通*退還本公司的認可服務中心（或任何由本公司認可服務中心所指示的其他地方）。閣下的*跨境八達通*退還事宜，將按照與根據上文第12.3條退還*銷售版八達通*相同的方式處理。

12.6 閣下應與本公司或本公司的認可服務中心（或任何由本公司認可服務中心所指示的其他方）聯絡，或登入本公司網站或利用本公司不時公佈的其他渠道，申請註銷使用閣下*八達通流動電話卡*的*八達通*功能。本公司在扣除包括八達通服務收費及欠款等任何款額後，將停用閣下*八達通流動電話卡*的*八達通*功能，並將此*八達通流動電話卡*內的儲值金額退還閣下。然而，本公司將不會向閣下退還，此*八達通流動電話卡*的售價或任何費用（如有）。如閣下註銷使用*八達通流動電話卡*的*八達通*功能，

隨後將無法重新啟動。

12.6A 如閣下已獲發出*Smart Octopus*及在獲發出*Smart Octopus*時已向本公司提供個人資料（如適用），閣下可使用認可流動支付應用程式或本公司的網上申請或本公司不時公佈的其他渠道，以註銷閣下的*Smart Octopus*，本公司將在扣除以下費用後停用閣下的*Smart Octopus*：

- (i) 閣下的*Smart Octopus*內的任何負值儲值金額；
- (ii) 手續費（視乎閣下已獲發出該*Smart Octopus*的時間多久而定）（「**Smart Octopus手續費**」），藉以彌補本公司產生的費用；
- (iii) 自動增值服務的任何欠款；
- (iv) 第13.4條所述的不常用*Smart Octopus*行政費（如適用）；
- (v) 關於八達通服務的任何其他金額（包括收費欠款）；並將此*八達通*內的工具按金（如適用）及儲值金額退還閣下。但本公司將不會向閣下退還與閣下的*Smart Octopus*相關的費用或任何收費。如閣下註銷*Smart Octopus*，隨後將無法重新啟動*Smart Octopus*。退回儲存於閣下的*Smart Octopus*內的工具按金（如適用）及儲值金額須受若干限制，包括但不限於本公司不時通知閣下的每部流動裝置的每年退款限額。

12.7 閣下可隨時透過本公司不時公佈的途徑及方法，申請註銷閣下的O! ePay賬戶。本公司於扣除任何包括O! ePay服務收費欠款等款額後，會安排退還閣下的O! ePay賬戶儲值金額（如有）。然而，本公司不會將O! ePay付款卡任何相關費用或收費退還閣下。閣下的O! ePay賬戶（包括O! ePay付款卡，如適用）一經註銷，隨後將無法重新啟動。如O! ePay賬戶持有人已身故，已故O! ePay賬戶持有人的遺產代理人，應提交已故O! ePay賬戶持有人的死亡證明，以及作為遺產代理人的身份證明，藉以認領任何儲值金額的退款。本公司將就註銷閣下的O! ePay賬戶向閣下收取合理行政費（「**O! ePay賬戶註銷費**」）。

12.8 本公司保留權利毋須給予理由而隨時收回、註銷、終止或暫停閣下的*八達通*、O! ePay服務（包括閣下的O! ePay賬戶及O! ePay付款卡，如適用）或本公司任何服務，但本公司將會採取合理步驟，藉以將對閣下造成的不便減至最低。閣下須按照本公司所通知的方式，提交閣下的*八達通*，以便辦理補發手續。在該情況下，本公司會將工具按金（如適用）及儲值金額（如有）退還閣下。

12.9 *八達通*乃專為繳費及相關服務而設，並非作為匯兌或轉移款項的媒介。就根據本發卡條款提供的任何服務而言，本公司保留權利，向閣下要求提供資料（包括個人資料），進行調查（可因而收取合理費用（「**調查費**」）），以及全權決定拒絕個人或機構提出的多次、高價值或重複的購買或退款要求。

13. 不常用*八達通*及O! ePay賬戶

13.1 不常用*八達通*及O! ePay賬戶失效

(a) 發給閣下的*八達通*是供閣下經常使用。若閣下在本公司不時公佈的期間內並未為閣下的*八達通*增值，基於對閣下及本公司的保障，本公司將會當作閣下的*八達通*不再使用處理，並將會令閣下的*八達通*失效。若閣下其後擬讓該*八達通*重新啟動，本公司將向閣下收取合理的重新啟動費用（「**重新啟動費用**」）。

(b) 閣下的O! ePay賬戶旨在供閣下經常使用。若閣下在本公司不時公佈的期間內並無為O! ePay賬戶增值或沒有在任何付款交易中使用O! ePay賬戶，基於對閣下及本公司的保障，本公司將視閣下的O! ePay賬戶不再使用，因此會暫停閣下的O! ePay賬戶（包括O! ePay付款卡，如適用）。若閣下其後擬重新啟動該O! ePay賬戶，本公司將向閣下收取重新啟動費用。

13.2 不常用*租用版「成人」八達通*行政費

如閣下持有於2017年10月1日（「**不常用八達通行政費生效日期**」）或之後發出的「成人」類別的*租用版八達通*（即*租用版成人八達通*，已加註「學生身份」或「殘疾人士身份」的個人*八達通*，或閣下為未滿十八歲或年滿六十歲或以上之*租用版個人八達通*持有人除外），並在本公司不時決定及公佈的指定期間（每段期間被稱為一段「**不常用期間**」）內沒有為該*八達通*增值或沒有使用該*八達通*作付款交易，本公司將向閣下收取其不常用*租用版成人八達通*於每段不常用期間的行政費用（「**不常用八達通行政費**」）。不常用八達通行政費將從閣下的不常用*八達通*的儲值金額（如有）及工具按金中扣除：

- (a) 直到閣下的不常用*八達通*重新啟動為止；
- (b) 直到閣下按第12.2(b)條所述退回閣下的*八達通*為止；或
- (c) 直到儲值金額及工具按金被扣完為止（在這種情況下，本公司將註銷閣下的*八達通*，且閣下的*八達通*隨後將無法重新啟動）；

以最早者為準。

13.3 就本第13.2條而言：

- (a) 首段不常用期間指以下二者中的較後者：
 - (i) 本公司在閣下上次增值或閣下上次使用*八達通*進行付款交易（以較後者為準）後指定的期間；或
 - (ii) 緊接不常用*八達通*行政費生效日期之後的指定期間。
- (b) 隨後的不常用期間指此後連續十二個月的期間或本公司不時決定及公佈的指定期間。

13.4 不常用Smart Octopus行政費

如閣下持有*Smart Octopus*，並在本公司不時決定及公佈的指定期間（每段期間被稱為一段「不常用*Smart Octopus*期間」）內沒有為該*八達通*增值或沒有使用該*八達通*作付款交易，本公司將向閣下收取不常用*Smart Octopus*於每段不常用期間的行政費用（「不常用*Smart Octopus*行政費」）。不常用*Smart Octopus*行政費將從閣下的不常用*Smart Octopus*的儲值金額（如有）及工具按金中扣除：

- (a) 直到閣下的不常用*Smart Octopus*重新啟動為止；
- (b) 直到閣下按第11(g)條或第12.6(A)條所述註銷閣下的*Smart Octopus*為止；或
- (c) 直到儲值金額及工具按金被扣完為止（在這種情況下，本公司將註銷閣下的*Smart Octopus*，且閣下的*Smart Octopus*隨後將無法重新啟動）；

以最早者為準。

13.5 就第13.4條而言：

- (a) 首段不常用*Smart Octopus*期間指本公司在閣下上次增值或使用*Smart Octopus*進行付款交易（以較後者為準）後指定的期間；
- (b) 隨後的不常用*Smart Octopus*期間指此後連續十二個月的期間或本公司不時決定及公佈的指定期間。

13.6 有關詳情已於「收費項目及指引」列出，歡迎登入本公司網站www.octopus.com.hk參閱。

14. 個人*八達通*服務

14.1 如本公司提供個人*八達通*服務，閣下可向本公司申請將閣下的身份與特定*八達通*聯繫（「個人化」）。閣下的個人資料將以電子格式儲存於個人*八達通*內，此資料可能或不予印在該個人*八達通*上。本公司將就製作及（如提出要求）處理退回閣下的個人*八達通*收取合理費用（「個人化費用」）。

14.2 發行銀行聯營*八達通*的銀行或金融服務公司，可能為閣下提供本公司的個人*八達通*服務。任何有關發行銀行或金融服務公司訂明額外費用或收費將由有關發行銀行或金融服務公司通知閣下。

14.3 如有閣下個人*八達通*的姓名、地址、電話或電郵地址有任何更改，閣下須立即以書面通知本公司。

14.4 個人*八達通*享有更強的保障。如閣下的*八達通*或其安全性受到任何方面的影響，閣下應立即通知本公司（詳見第23條）。閣下可能要承擔其受影響*八達通*被用於未經授權交易所產生的損失。

14.5 閣下不得容許其他人使用閣下的個人*八達通*。如發現其他人管有閣下的個人*八達通*，本公司及/或代表本公司的服務供應商均有權（但並無責任）向有關人士收回閣下的個人*八達通*。

14.6 如閣下擬將閣下的個人*八達通*退回本公司的認可服務中心或以本公司不時公佈的其他渠道將個人*八達通*退回，閣下須親自提交該個人*八達通*，或（如該個人*八達通*的持有人已身故）由已故持有人的遺產代理人提交該個人*八達通*及已故持有人的死亡證明，以及作為遺產代理人的身份證明，藉以申請取回第12條所述的工具按金（如適用）及/或任何儲值金額退款。

15. 報失*八達通*服務

15.1 若閣下是個人*八達通*持有人或自動增值服務用戶，閣下將會自動獲得本公司提供的報失*八達通*服務。此項報失*八達通*服務，不適用於本公司的其他服務，除非有關服務的條款及細則有清楚說明，則另作別論。

15.2 若閣下獲得本公司提供報失*八達通*服務，而閣下遺失*八達通*或*八達通*被竊，閣下須立即通知本公司（詳見第23條），除非此*八達通*屬銀行聯營*八達通*，則應通知該發行銀行或金融服務公司。本公司在收訖閣下報失後的指定期間（「報失*八達通*通知期」，最新近的報失*八達通*通知期載列於「收費項目及指引」）後，將閣下的*八達通*註銷及停用。本公司將不時決定及公佈報失*八達通*通知期。閣下的*八達通*一經註銷，將無法重新啟動。

15.3 第15.2條所述的報失*八達通*服務，將可保障閣下不會於報失*八達通*通知期屆滿後承擔*八達通*內尚有的儲值金額以及經自動

增值服務增值之款項的損失。在報失*八達通*通知期屆滿之前，閣下可能要承擔其*八達通*被用於未經授權交易所產生的損失。

15.4 於報失*八達通*通知期屆滿時，本公司會按照本公司系統的記錄所示的工具按金（如適用）及儲值金額（如有）退還閣下。本公司將就提供此項報失*八達通*服務向閣下收取合理費用（「報失*八達通*服務費」），並(a)從閣下的*八達通*工具按金或儲值金額（如有）的退款中扣除，或(b)由閣下繳付。

15A. *八達通*及O! ePay賬戶中的款額的效期屆滿、退款及釐定

15A.1 依據第12或15條所述而退還給閣下的*八達通*內任何工具按金及/或儲值金額將不獲計算利息。而按第8A或12條所述，退還給閣下的O! ePay賬戶內任何儲值金額將不獲計算利息。任何卡內資金產生（不論於生效日期之前、當日或之後產生）的累算利息或其他回報（如有），均歸本公司所有。

15A.2 若閣下的*八達通*內任何工具按金及/或儲值金額或O! ePay賬戶內儲值金額的退款，於本公司不時公佈的期間（「屆滿日期」）內仍未被閣下領取，本公司將予以沒收而毋須另行通知，無論任何情況下，閣下不能就此提出任何申索。本公司於屆滿日期屆滿後有權享有該工具按金及儲值金額。

15A.3 退款一經收訖，閣下須當作為已接納該等款額為正確，並同意解除本公司對閣下負有的任何責任，包括但不限於該等退款款額的任何差額或錯誤。

15A.4 在釐定將要退還給閣下的工具按金及儲值金額時，除非本公司有任何明顯錯誤，本公司持有的記錄須視為工具按金及/或儲值金額的確證。

15A.5 本公司獲香港金融管理局發出牌照，向閣下提供*八達通*服務及O! ePay服務。本公司在合理的謹慎、技術及關注程度下提供本公司服務。若本公司於相當不會出現的情況下撤出其商業營運，包括本公司清盤或儲值支付工具牌照被暫停或撤銷，本公司將遵循本公司的業務退出計劃及香港金融管理局的指示（如有）。

16. 有關閣下的個人資料收集聲明：關於個人資料（私隱）條例（「該條例」）的通知（「本通知」）

16.1 該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」）。該資料應包括交易記錄（即本公司從(a)本公司*八達通*讀寫器及/或從其他渠道取得閣下在使用*八達通*時的交易資料，及(b)O! ePay服務運作及/或從其他渠道取得閣下在使用O! ePay賬戶時的交易資料），而此等交易記錄根據該條例第2(1)條的定義，構成「個人資料」。此等資料可讓本公司向閣下提供*八達通*及O! ePay服務及其他相關服務。有關本公司的私隱政策詳情，請參閱本司刊載於www.octopus.com.hk的「私隱政策」，而本通知則為本公司收集、管有、處理及使用資料的依據。

16.2 如不向本公司提供閣下的個人資料，本公司可能無法因應要求而向閣下提供本公司的某些服務，包括但不限於個人*八達通*服務、自動增值服務、報失*八達通*服務、O! ePay服務、申請註銷使用閣下*八達通*流動電話卡的*八達通*功能、申請註銷閣下的O! ePay賬戶、申請註銷閣下的*Smart Octopus*或交易記錄查詢等。

16.3 目的：閣下同意，本公司可將閣下的資料作以下用途：

- (a) 處理本公司不時為閣下提供服務的申請；
- (b) 根據法例、規則、規例、守則或指引，進行所需的客戶盡職審查；
- (c) *八達通*收費系統、O! ePay服務及卡內資金的管理、運作及保養，包括審計及本公司與閣下根據本發卡條款行使其權利；
- (d) 為本公司、其附屬公司及聯屬公司（即本公司的直接控股公司及其附屬公司）設計新服務或改善現有服務；
- (e) 本公司與閣下進行通訊；
- (f) 調查投訴或備受懷疑的可疑交易（不論是否有關*八達通*，或是有關*跨境八達通*或其他方面）及研究服務改善措施；
- (g) 防止及偵測罪行；及
- (h) 根據法例、規則、規例、守則或指引作出披露。

16.4 轉移：本公司會將閣下的資料保密，但閣下同意，基於第16.3條列出之目的，本公司可將有關資料轉移或披露予位於香港境內的下述各方（惟第16.4(a)、(b)、(c)、(d)及(e)條中列出的有關方或下方(g)條中列出的客戶資金公司的擁有人或服務供應商可能位於香港境外）：

- (a) 閣下已選擇登記並對本公司有保密責任的銀行聯營*八達通*發行商與參予自動增值服務的銀行及金融服務公司；
- (b) O! ePay付款卡相關的發卡組織、發卡組織商戶及/或相關的代理人或承辦商；

- (c) 對本公司有保密責任的第三方營運者；
- (d) 對本公司有保密責任的認可流動支付服務供應商；
- (e) 對本公司有保密責任而向本公司提供與本公司業務運作有關的行政、電訊、電腦、打擊洗錢及恐怖份子籌資情報、付款、數據處理或其他服務的代理人或承辦商（例如專業顧問、電話服務中心供應商、收賬公司（若閣下拖欠本公司款項）、速遞公司、禮品換領中心或資料輸入公司）；
- (f) 對本公司有保密責任的本公司附屬公司及/或聯屬公司；
- (g) 參與(i)確保根據本發卡條款及《支付系統及儲值支付工具條例》處理卡內資金及(ii)在本公司於清盤時管理卡內資金的客戶資金公司、其擁有人及其第三方服務供應商；
- (h) 閣下指定的朋友；及
- (i) 本公司、其附屬公司及/或聯屬公司，根據任何法例、規則、規例、守則及/或指引規定及/或履行任何具管轄權力的法院、執法機關及/或監管機構所發出的命令，按照適用之法例、規則、規例、守則及/或指引，有具約束力責任履行在法律上可強制執行向任何執法機關及/或監管機構作出披露的要求，但此類披露須有適當授權方可作出。

16.5 查閱：閣下有權：

- (a) 查核本公司是否持有閣下的資料及查閱該等資料；
- (b) 要求本公司改正任何不準確資料；及
- (c) 確定本公司處理資料的政策及慣例和獲告知本公司持有的資料類別。

16.6 本公司將就依從閣下查閱閣下資料的任何要求，向閣下收取合理費用（「資料查閱費」）。

16.7 任何查閱資料的要求，應以書面向下列人士提出：
香港九龍九龍灣宏泰道23號Manhattan Place 46樓
八達通卡有限公司
保障資料主任
電郵地址：dpo@octopus.com.hk

16.8 本通知不會限制閣下在該條例下所享有的權利。

17. 交易記錄

17.1 閣下可透過本公司不時公佈的渠道，查詢關於閣下的八達通交易記錄，包括八達通的儲值金額餘額，以及截至該等數目的最近期八達通交易的日期、時間及消費款額。就O! ePay服務而言，本公司將提供關於閣下O! ePay賬戶交易記錄的月結單，閣下可要求獲得截至本公司不時公佈的時期的此類月結單列印本。閣下必須經常得悉閣下O! ePay賬戶的所有交易情況，包括核對本公司就閣下O! ePay賬戶發出的每份月結單，並在發現任何交易資料有所不符時，於本公司不時通知的指明期間內通知本公司。本公司將在合理時間內提供閣下所要求的資料，包括閣下O! ePay賬戶的月結單列印本，並就此項服務收取合理費用（「交易記錄查閱費」）。

17.2 本公司將會謹慎保存閣下八達通及閣下O! ePay賬戶的交易記錄。交易記錄是指所有本公司從(a)本公司系統中的八達通讀寫器及/或從其他渠道獲得關於閣下使用其八達通的所有交易資料，及(b)O! ePay服務運作及/或從其他渠道獲得有關閣下使用O! ePay服務的所有交易資料。除上文第17.1條另有規定外，本公司只會向以下人士披露閣下的交易記錄：

- (a) 與閣下八達通使用有關的相關服務供應商或認可流動支付服務供應商、發卡組織及發卡組織商戶，或閣下O! ePay賬戶的認可夥伴（該等服務供應商及認可夥伴均對本公司有保密責任）；
- (b) 本公司須遵從任何具管轄權力的法院或相關監管機構發出的搜查令或命令；
- (c) 為本公司維持八達通收費系統或O! ePay服務正常管理、運作及保養，並對本公司有保密責任的任何其他團體；
- (d) 任何對本公司有保密責任，並向本公司提供與本公司業務運作有關的行政、電訊、電腦、打擊洗錢及恐怖份子籌資情報、付款、數據處理或其他服務的代理人、承辦商或第三方服務供應商；
- (e) 對本公司有保密責任的客戶資金公司，以便客戶資金公司(i)確保根據本發卡條款及《支付系統及儲值支付工具條例》處理卡內資金，及(ii)在本公司清盤時管理卡內資金；或
- (f) 任何對本公司（包括本公司的附屬公司、聯屬公司或為第

16條所述之目的之商業夥伴）有保密責任的其他人士。

18. 新服務

本公司可不時向閣下提供與閣下的八達通及/或O! ePay服務有關的新服務，而新服務將受本發卡條款或就有關服務不時修訂的條款及細則所管轄。

19. 費用與收費

本公司的費用及收費，可在本公司的網站www.octopus.com.hk查閱，亦可向本公司的認可經銷商或認可夥伴索閱。詳情請參閱本公司網站www.octopus.com.hk所載的「收費項目及指引」。請閣下不時查看本公司的最新收費。

20. 發卡條款的修改

20.1 本公司可不時修訂本發卡條款，如有關修訂在費用及收費、責任或義務上對現時客戶有所影響，本公司將於修訂前在一份中文及一份英文報章及/或於本公司網站www.octopus.com.hk就修訂刊登通知。

20.2 有關修訂會於該通知上所載的日期生效，而有關修訂會於生效日期前最少30日於報章及/或於本公司網站www.octopus.com.hk刊登。

20.3 有關修訂對閣下適用，除非在有關修訂生效前，閣下的八達通已註銷或閣下的O! ePay賬戶已註銷或被終止（視屬何情況而定）。

20.4 本發卡條款的最新版本，可於本公司網站www.octopus.com.hk查閱，亦可向本公司指定的認可經銷商及認可夥伴索閱。

21. 第三者權利

本發卡條款並不產生或引起，也不旨在用以產生或引起任何第三者的權利。不論本發卡條款直接、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強制執行或倚賴本發卡條款的任何條文。在此明確排除任何因法例的應用（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有關的第三者的合約權利或其他權利。為免生疑問，本發卡條款中的任何規定概不影響本發卡條款的任何許可承讓人或受讓人的權利。

22. 不可抗力

如因本公司合理控制範圍之外的事件、情況或原因（包括根據《支付系統及儲值支付工具條例》暫停或撤銷本公司的牌照），導致本公司延遲履行或未能履行本公司在本發卡條款下的任何義務，則本公司並無違反本發卡條款，亦不須就該等行為負上任何責任。在此等情況下，履行義務的時間應予延長，而延長的時限與受延遲或未能履行的時間相同。

23. 通訊

23.1 如閣下有任何關於閣下八達通及O! ePay服務使用的疑問、投訴、支援以及異常情況或事故通知，請透過本公司不時公佈的渠道與本公司聯絡。就O! ePay服務而言，除非另有說明，本公司根據本發卡條款向閣下發出的通訊將一概透過八達通手機應用程式或閣下為使用短訊服務而向本公司登記的手機號碼或本公司不時通知閣下的其他電子渠道發出。本公司將使用第23條中的前述安全聯絡渠道或經本公司網站www.octopus.com.hk與閣下進行通訊。任何經指稱代表本公司的其他途徑發送給閣下的訊息皆不可靠。

23.2 為保障閣下的權益，如第三者宣稱代表閣下與本公司聯絡，本公司可能要求該第三者提供授權證明，本公司亦可能直接聯絡閣下進行核實。

24. 以英文版本為準

本公司現已提供本發卡條款的中譯本，以供參考。若中、英文版本之間有任何抵觸，應以英文版本為準。

25. 管轄法律及司法管轄權

本發卡條款受香港法律管轄。閣下及八達通卡有限公司不可撤銷地同意香港的法院對解決因本發卡條款、本發卡條款標的事項或構成所產生或與之相關的任何爭議或申索（不論是合約或非合約上的爭議或申索）具有專有管轄權。



Conditions of Issue of Octopus

(Effective from [14 October 2019])



YOUR ATTENTION IS DRAWN TO CONDITION 13 AND THE PERSONAL INFORMATION COLLECTION STATEMENT IN CONDITION 16

1. Conditions of Issue

These Conditions of Issue of Octopus (these "**Conditions of Issue**") are effective from [14 October 2019] ("**Commencement Date**") for all customers.

2. Introduction

2.1 These Conditions of Issue are a contract between you, our customer, and us, Octopus Cards Limited, the issuer of *Octopus*, in respect of the use of your *Octopus*, and the issuer of the stored value facility under the Octopus O! ePay Service. By using *Octopus* and/or Octopus O! ePay Service, you agree to be bound by these Conditions of Issue.

2.2 These Conditions of Issue explain our obligations to you and yours to us. While they apply to all our main services, they may be complemented or changed by particular terms and conditions for certain services which you may use.

2.3 There are a few terms we use in these Conditions of Issue which we should explain:

- (a) "**Authorised Add Value Service Provider**" is a Service Provider, bank or financial services company that we have authorised to offer the service of adding value to your *Octopus* in return for cash or other consideration;
- (b) "**Authorised Distributor**" is an entity that we have authorised to make available an *Octopus* to you;
- (c) "**Authorised Mobile Payment App**" means the mobile applications operated by Authorised Mobile Payment Service Provider(s) to provide services in respect of your *Smart Octopus*;
- (d) "**Authorised Mobile Payment Service Provider**" is a mobile payment service provider that we have authorised to offer *Smart Octopus*;
- (e) "**Authorised Partner**" is a bank or a financial services company or a FPS Participant or a corporate entity that we have authorised to offer their services in respect of your O! ePay Account;
- (f) "**Authorised Service Centre**" is an entity that we have authorised to service an *Octopus* on our behalf;
- (g) "**Card Funds**" means the SVF Deposits and Float from time to time;
- (h) "**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;
- (i) "**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 ;
- (j) "**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 these Conditions of Issue and PSSVFO;
- (k) "**Converted Octopus**" means selective *Octopus* that can be converted into a *Smart 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 *Smart Octopus*;
- (l) "**Faster Payment System**" or "**FPS**" means the financial infrastructure launched by the Hong Kong Monetary Authority and operated by the Hong Kong Interbank Clearing Limited to facilitate payment services and other related services amongst FPS Participants;
- (m) "**FPS User Account Holder**" means the holder of the FPS User Account;
- (n) "**FPS User Account**" means a registered account maintained with a FPS Participant by a FPS User Account Holder;
- (o) "**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 the Hong Kong Interbank Clearing Limited;
- (p) "**Float**" shall mean the stored value remaining (1) on an *Octopus*, excluding SVF Deposit, and (2) in your O! ePay Account;
- (q) "**Friend**" means another O! ePay Account Holder who has established a linkage between his/her O! ePay Account and your O! ePay Account for the purpose of performing P2P Payment;
- (r) "**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China;
- (s) "**Mobile Network Operator**" is a company that provides mobile telecommunication services in Hong Kong that we have authorised to offer *Octopus*;
- (t) "**Mobile Device**" means any eligible mobile or wearable technology device or any other device as we may announce from time to time;
- (u) "**Octopus**" means device and non-device-based stored value facility cards and products provided by us, including without limitation:
 - (i) *On-Loan Octopus*;
 - (ii) *Sold Octopus*;
 - (iii) our stored value facility in *Bank Co-Brand Octopus* (see Condition 3.1(b)), *Octopus Mobile SIM* (see Condition 3.1(d)), *Cross Border Octopus* (see Condition 3.1(c)), *Smart Octopus* (see Condition

3.1(e)) and other consumer items such as watches, phone covers and keyrings;

- (v) "**O! ePay Account**" means a network-based stored value account applied for by an O! ePay Account Holder with and approved by us in respect of the Octopus O! ePay Service, including without limitation, issuance with an O! ePay Payment Card (see Condition 8A.1);
- (w) "**O! ePay Account Holder**" means a holder of the O! ePay Account;
- (x) "**Octopus Mobile App**" means mobile applications developed and operated by us for Octopus services and/or the Octopus O! ePay Service;
- (y) "**Octopus O! ePay Service**" shall have the meaning ascribed to it in Condition 8A;
- (z) "**P2P Payment**" means person-to-person payment from one O! ePay Account to another O! ePay Account (including his/her Friend's O! ePay Account);
- (aa) "**PSSVFO**" shall have the meaning ascribed to it in Condition 2A.1;
- (bb) "**Registered Octopus**" means selective *Octopus* that can be registered for the purpose of making fund transfer with your O! ePay Account;
- (cc) "**Schedule of Fees and Guidelines**" means the "Schedule of Fees and Guidelines relating to the use of Octopus" published by us, Octopus Cards Limited, as amended from time to time, the latest version can be obtained from our website at www.octopus.com.hk;
- (dd) "**Service Provider**" 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 you present your *Octopus* and are approved by us. These Service Providers should display the Octopus acceptance logo clearly;
- (ee) "**SVF Deposit**" shall have the meaning ascribed to it in Condition 5.1; and
- (ff) "**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 *Smart Octopus*.

2A. Float and SVF Deposit of a Stored Value Facility

2A.1 The *Octopus* and O! ePay Accounts are stored value facilities under the Payment Systems and Stored Value Facilities Ordinance ("**PSSVFO**").

2A.2 As the licensee of the stored value facility licence granted under PSSVFO, we, Octopus Cards Limited, are responsible for the adequate protection of Card Funds in accordance with PSSVFO.

2A.3 The Float and the SVF Deposits, if applicable, do not accrue interest or profits. Any interest accrued and other returns generated (whether before, on or after the Commencement Date) on Card Funds, if any, shall belong to us.

2A.4 In compliance with PSSVFO, upon receiving SVF Deposits (if applicable) and payments representing the value you intend to add to your *Octopus* (in accordance with Condition 6.1) or your O! ePay Account (in accordance with Condition 8A), as the case may be, we shall deposit all such payments directly into and shall maintain Card Funds respectively relating to *Octopus* and O! ePay Accounts to and in separate designated bank accounts ("**Designated Bank Accounts**") which are specifically opened under our name with reputable licensed bank(s) and financial services company(ies) in Hong Kong and which are designated for solely holding Card Funds relating to *Octopus* and O! ePay Accounts respectively. We hold the Card Funds deposited in the Designated Bank Accounts as a bare trustee for Client Funds Company absolutely.

2A.5 We shall further maintain Card Funds respectively relating to *Octopus* and O! ePay Accounts held by us as at the Commencement Date in the relevant Designated Bank Accounts.

2A.6 Subject to Condition 2A.8, we will administer the Card Funds on behalf of Client Funds Company in accordance with these Conditions of Issue and are authorised to deposit and withdraw money into and out of the Designated Bank Accounts in accordance with these Conditions of Issue.

2A.7 In particular, we shall deduct from Card Funds:

- (a) such sums as are required to meet payments and other transactions made by holders of *Octopus* and O! ePay Account Holders, including without limitation payments under Condition 3.3;
- (b) any refunds or other payments made or due in accordance with these Conditions of Issue;
- (c) any interest accrued or other returns generated on Card Funds;

- (d) the fees or other costs or amounts which we are allowed to charge or deduct in accordance with these Conditions of Issues; and
 - (e) any Card Funds forfeited in accordance with Condition 15A.2.
- For the avoidance of doubt, we shall be entitled to the amounts specified in Conditions 2A.7(c), (d) and (e) and are authorised to deduct or call for payment of such amounts on such dates as we shall reasonably decide.
- 2A.8** We shall administer the Card Funds for the purpose of ensuring that there will always be sufficient funds for redemption by you.
- 2A.9** We will take all reasonable organisational measures to minimise risks of loss or diminution of Card Funds through theft, fraud, misuse, misappropriation, negligence or poor administration.
- 2A.10** We shall ensure that the bank(s) and financial services company(ies) with which we maintain the Designated Bank Accounts shall have no rights (including without limitation any right of setoff) over Card Funds.

3. General

- 3.1** (a) We offer two types of *Octopus*:
- (i) "**On-Loan Octopus**" is an *Octopus* which we lend to you and which we will require you to pay a SVF Deposit. Subject to Condition 12.2, you may return your *On-Loan Octopus* for a refund; and
 - (ii) "**Sold Octopus**" is an *Octopus* which you can buy from our Authorised Distributors or receive from a third party under Condition 4.1(e). You are not required to pay a SVF Deposit for buying a *Sold Octopus* but you may not return the *Sold Octopus* except in the case of malfunction of the *Octopus* as described in Condition 11 or cancellation as described in Condition 12.3.
- (b) A bank or financial services company authorised by us may offer you a "**Bank Co-Brand Octopus**". This is a card or product issued by that bank or financial services company with banking and/or payment functionality offered by that bank or financial services company incorporating our stored value facility which can be used for making payments via Octopus payment system. Each *Bank Co-Brand Octopus* 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 use. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company concerned. A *Bank Co-Brand Octopus* may be offered with or without any of our additional services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), lost *Octopus* service (Condition 15)). We will, through the issuing bank or financial services company, inform you whether any of these services will be offered on your *Bank Co-Brand Octopus*. In case you want to return the *Bank Co-Brand Octopus*, you should return it to the issuing bank or financial services company and not to us, our Authorised Distributor or Authorised Service Centre.
- (c) We, together with any Third Party Operator(s), may offer you a co-brand or co-named cross-border card or product ("**Cross Border Octopus**"), which consists of two or more electronic purses, one of which has our stored value facility which can be used for making payments via Octopus payment system, and the other electronic purse(s) provided and managed by such Third Party Operator(s). Separate additional terms and conditions from the Third Party Operator(s) may apply to the respective electronic purse(s). You should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Third Party Operator(s) concerned. We will inform you if your *Cross Border Octopus* consists of a *Sold Octopus* (as defined in Condition 3.1(a)(ii)), and whether any of our services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), lost *Octopus* service (Condition 15)) will be offered on your *Cross Border Octopus*.
- (d) A Mobile Network Operator authorised by us may offer you an "**Octopus Mobile SIM**". This is a SIM card or product issued by that Mobile Network Operator with mobile telecommunication functionality offered by that Mobile Network Operator incorporating our stored value facility which can be used for making payments via Octopus payment system. Each *Octopus Mobile SIM* may have separate additional terms and conditions which you should read carefully, and you should agree to those additional terms and conditions before use. We do not accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Mobile Network Operator concerned. An *Octopus Mobile SIM* may be offered with or without any of our services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), lost *Octopus* service (Condition 15)). We will, through the Mobile Network Operator, inform you whether any of these services will be offered on your *Octopus Mobile SIM*.
- (e) We, together with any Authorised Mobile Payment Service Provider, may offer you a "**Smart Octopus**" issued:
- (i) directly through the Authorised Mobile Payment App on Mobile Device(s) or through other channels as we may announce from time to time; or
 - (ii) by way of converting a Converted Octopus through the Authorised Mobile Payment App on Mobile Device(s) or through other channels as we may announce from time to time;
- which can be used for making payments via Octopus payment system. We will require you to pay a SVF Deposit and an issuance fee ("**Smart Octopus Issuance Fee**"). Separate terms and conditions from the Authorised Mobile Payment Service Provider(s) may apply which you should read carefully, and you should agree to those additional terms and conditions before use. We do not

accept any responsibility or liability in relation to or resulting from the terms and conditions issued by the Authorised Mobile Payment Service Provider concerned. A *Smart Octopus* may be offered with or without any of our services (for example, Personalised *Octopus* service (Condition 14), Automatic Add Value Service (Condition 8), lost *Octopus* service (Condition 15)). We will, through the Authorised Mobile Payment Service Provider, inform you whether any of these services will be offered on your *Smart Octopus*.

- 3.2** We operate the Octopus payment system and the Octopus O! ePay Service and will ensure that the system and the service are operated with reasonable care, skill and diligence. If you discover any discrepancies in the usage of your *Octopus* or your O! ePay Account, as the case may be, you should contact us (see Condition 23) as soon as possible.
- 3.3** The funds paid by you for adding value to the Float on your *Octopus*, whether received by us directly or our Authorised Add Value Service Provider, will be credited to your *Octopus* and made available for your use in a timely manner according to these Conditions of Issue. The Octopus payment system provides you, if you are a holder of a valid *Octopus* (see Condition 4.4), with the ability to pay for certain goods and services using the Float where you see the Octopus acceptance logo at one of our Service Providers. The funds paid by you for adding value to the Float in your O! ePay Account, whether received by us directly or our Authorised Partner, and the funds received by you through P2P Payment or fund transfer from Registered *Octopus* will be credited to your O! ePay Account and made available for your use of the Octopus O! ePay Service in a timely manner according to these Conditions of Issue. The Octopus O! ePay Service provides you, if you are a genuine O! ePay Account Holder, with the ability to pay for certain goods and services using the Float where you see the acceptance logo of the Octopus O! ePay Service at one of our Authorised Partners.
- 3.4** Some of the Service Providers may provide you with a service, such as entry to premises, and may not make use of the payment functions of your *Octopus*.
- 3.5** A Service Provider or an Authorised Partner can be identified by their clear display of the Octopus or Octopus O! ePay Service acceptance logo, whether online, at physical locations or otherwise. Please contact the Service Provider, the Authorised Partner or us if the Service Provider or the Authorised Partner does not accept your *Octopus* as payment for their goods/services or your use of the Octopus O! ePay Service, as the case may be.
- 3.6** The Service Providers, the Authorised Partners and the Card Association Merchants, as the case may be, are responsible for all aspects of 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. We have no responsibility for the goods and/or services provided by the Service Providers and/or the Authorised Partners and/or the Card Association Merchants and you should direct any enquiries relating to these matters to the relevant Service Provider or the Authorised Partner or the Card Association Merchant, as the case may be.
- 3.7** Under normal circumstances, we will make reasonable efforts to ensure that the Octopus payment system is operating, but we cannot guarantee that a Service Provider will be able to accept an Octopus payment as this depends on the Service Provider's own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. Under normal circumstances, we will make reasonable efforts to make available the Octopus O! ePay Service, but we make no representations, endorsements or warranties as to the reliability, availability, title, suitability or any kind whatsoever. Further, we cannot guarantee that an Authorised Partner or a Card Association Merchant will be able to provide designated services in respect of your O! ePay Account or your O! ePay Payment Card, as the case may be, as this depends on the Authorised Partner's or the Card Association Merchant's own system and operation as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. Subject to Condition 10.4, 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 Octopus service and/or Octopus O! ePay Service.
- 3.8** We will charge a reasonable fee for any of the Octopus payment service, the Octopus O! ePay Service and other services we provide to you. Any such fees will be published in the Schedule of Fees and Guidelines.
- 4. Obtaining and Using your Octopus; Applying and Using your Octopus O! ePay Service**
- 4.1** To use our service relating to *Octopus*, you will need to obtain a valid *Octopus* from:
- (a) one of our Authorised Distributors which will ask you to either buy a *Sold Octopus* or pay a SVF Deposit for the *On-Loan Octopus* (see Condition 5.1);
 - (b) a bank or financial services company authorised by us to issue you with a *Bank Co-Brand Octopus*;
 - (c) a Third Party Operator, which may choose to provide you with a *Cross Border Octopus*;
 - (d) a Mobile Network Operator which offers you with an *Octopus Mobile SIM*;
 - (e) any other third party authorised by us to provide you with a *Sold Octopus*. In this case, we will treat you as the owner of that *Octopus* as if you have bought that *Sold Octopus*;
 - (f) an existing holder of a valid *Octopus*, whether that *Octopus* has been bought by the existing holder or lent by us to the existing holder. In this case, we will treat you, the current holder of such an *Octopus*, as the new holder and our customer for the purpose of these Conditions of Issue. By using the *Octopus*, you agree to be

bound by these Conditions of Issue. However, the existing holder should not transfer the *Octopus* to you if the *Octopus* has been Personalised (see Condition 14) or has a service the terms of which do not allow transfer (such as the Automatic Add Value Service (see Condition 8)); or

- (g) an Authorised Mobile Payment Service Provider which offers you with a *Smart Octopus*.
- 4.2** We do not own any:
- (a) *Sold Octopus* (as described in Conditions 4.1(a), 4.1(e) or 4.1(f));
 - (b) *Bank Co-Brand Octopus* (as described in Condition 4.1(b));
 - (c) *Cross Border Octopus* (as described in Condition 4.1(c));
 - (d) *Octopus Mobile SIM* (as described in Condition 4.1(d)); and
 - (e) *Smart Octopus* (as described in Condition 4.1(g));
- but we will retain the right to manage the software and data loaded on the *Octopus* therein.
- 4.3** All *On-Loan Octopus* will remain our property and we retain the right to recover from you the *On-Loan Octopus*, as well as managing the software and data loaded on your *On-Loan Octopus*, at our sole discretion.
- 4.4** A "**valid Octopus**" means a genuine *Octopus*:
- (a) which is of a specific fare category for which you are eligible in accordance with the conditions of issue, rules, regulations and/or by-laws of a particular Service Provider (e.g., child, elder or student status);
 - (b) which has not been damaged or tampered with; and
 - (c) which you have lawfully obtained.
- 4.5** If there is a positive Float in your *Octopus*, but the Float is insufficient for an intended transaction, your *Octopus* may still be used for such transaction, provided that the resulting negative value (i.e. the convenience limit) in your *Octopus* does not exceed a maximum amount as determined and announced by us from time to time. The negative value feature on any *Octopus* is provided at our option and sole discretion which we will notify you from time to time.
- 4.6** To use the Octopus O! ePay Service, you will need to register for an O! ePay Account (see Condition 8A).
- 4.7** If you suspect that your *Octopus* or your O! ePay Account has been used for unauthorised transactions, please immediately contact us (see Condition 23). We may require that you provide information (including personal data) to support your claim of unauthorised transactions within a reasonable time. Upon confirmation that you have complied with Condition 9.1 and that there are unauthorised transactions in connection with your *Octopus* or your O! ePay Account, as the case may be, we will refund you the amount involved in such unauthorised transactions. We will charge a reasonable fee ("**Unauthorised Use Claim Fee**") for providing this service. Our decision on the investigation is final.
- 4.8** To protect your interest, we will perform user authentication procedure before effecting a high-risk transaction ("**High-risk Transaction**") of your *Octopus* and/or your O! ePay Account. A High-risk Transaction means a transaction which exceeds the per-transaction limit or aggregate total limit as announced by us from time to time.
- 5. Paying a SVF Deposit when we lend you an Octopus or when we issue a Smart Octopus to you**
- 5.1** If we issue an *On-Loan Octopus* to you, the Authorised Distributor will collect a deposit which shall be placed with us for enabling the *Octopus* to be used ("**SVF Deposit**") from you on our behalf, which we will hold as security for your *Octopus*.
- 5.2** If we issue a *Smart Octopus* to you, we will collect the SVF Deposit from you, which we will hold as security for your *Octopus*.
- 5.3** The amount of the SVF Deposit we collect from you in respect of an *On-Loan Octopus* or a *Smart Octopus* shall be of such reasonable amount as determined and announced by us from time to time to cover the cost of the *On-Loan Octopus*, the costs we incur in issuing you the *Octopus*, the costs of maintaining the *Octopus* payment system for your use and for providing a negative value feature (if applicable).
- 6. Adding Value to your Octopus and your O! ePay Account**
- 6.1** In order to be able to make payments using the *Octopus* payment system, you will need to add value to your *Octopus* by presenting cash or other accepted payment to an Authorised Add Value Service Provider or in the case of your *Smart Octopus*, by presenting accepted payment through the Authorised Mobile Payment App or if applicable, by way of the *Octopus* Automatic Add Value Service (see Condition 8) or by such other means as determined and announced by us from time to time. In order to be able to use the *Octopus* O! ePay Service, you may need to add value to your O! ePay Account by presenting cash or other accepted payment to an Authorised Partner or by such other means as determined and announced by us from time to time. We will charge you a reasonable fee for the provision of the add value services ("**Add Value Service Fee**"). Authorised Add Value Service Providers and Authorised Partners will only offer to add value to your *Octopus* and your O! ePay Account, as the case may be, above a minimum amount, in multiples of an amount and/or any amount which will be determined and announced by us from time to time.
- 6.2** A genuine Authorised Add Value Service Provider or Authorised Partner will not offer you a discount to add value to your *Octopus* or your O! ePay Account, as the case may be, unless as part of an official promotion authorised by us. You should not attempt to add value if you have any suspicion that the Authorised Add Value Service Provider or the Authorised Partner may not be genuine. We will not honour value that is added to your *Octopus* or your O! ePay Account by an unauthorised add value service provider or unauthorised partner or through unlawful means.

7. Maximum Amount of Stored Value

Your *Octopus* and your O! ePay Account can store up to a maximum amount ("**Stored Value Limit**") which we may notify you from time to time.

8. Octopus Automatic Add Value Service

We, in association with a number of participating banks and financial services companies, may offer an automatic add value service ("**Automatic Add Value Service**") for selective *Octopus*. You may separately apply for Automatic Add Value Service through one of these banks or financial services companies. In addition, Automatic Add Value Service may be offered for your *Bank Co-Brand Octopus*. Each Automatic Add Value Service may have separate, additional terms and conditions which you should read carefully, and you should confirm that you agree to these additional terms and conditions before using this service. We do not accept any liability resulting from the terms and conditions issued by the bank or financial services company concerned.

8A. Octopus O! ePay Service

8A.1 We offer a network-based stored value service ("**Octopus O! ePay Service**") which shall be subject to certain account and transaction limitations as we may notify you from time to time. We may also offer the *Octopus O! ePay Service* in association with Authorised Partners, which you may separately apply for through one of such Authorised Partners. *Octopus O! ePay Service* offered by us in association with Authorised Partners 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 use. We do not accept any liability resulting from the terms and conditions issued by any such Authorised Partners. We, under the specific brand of the relevant Card Association, may issue you a branded network-based card or product ("**O! ePay Payment Card**") for the *Octopus O! ePay Service*. Each O! ePay Payment Card 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 use. We do not accept any liability resulting from the terms and conditions issued by the Card Association concerned.

8A.2 To use the *Octopus O! ePay Service*, you will need to register for an O! ePay Account as an O! ePay Account Holder through such channels and on such requirements as we may announce from time to time. As an O! ePay Account Holder, you warrant that (a) you have attained the minimum age requirement as we may announce from time to time, (b) you are a holder of valid identification document(s) as we may announce from time to time, (c) any information you provide, including your personal particulars, is accurate, complete and up-to-date, and (d) you shall promptly update the information (including personal particulars) to ensure that any information provided to us is accurate, complete and up-to-date. We will charge you a reasonable fee for the provision of the O! ePay Account ("**O! ePay Account Fee**"). As an O! ePay Account Holder, you may register for an O! ePay Payment Card with and to be linked to your O! ePay Account through such channels and on such requirements as we may announce from time to time. If you have been issued with an O! ePay Payment Card, you should contact us or such other channel(s) as we may announce from time to time when you seek to apply for a replacement O! ePay Payment Card. We will charge you a reasonable fee for the provision of a replacement O! ePay Payment Card ("**O! ePay Payment Card Replacement Fee**"). You may apply for cancellation of your O! ePay Account at any time through such channels and in such manner as we may announce from time to time. Upon cancellation of your O! ePay Payment Card, your O! ePay Payment Card cannot be re-activated subsequently.

8A.3 You understand that once you become an O! ePay Account Holder, your status (including your masked name or display name) showing you as an O! ePay Account Holder ("**Status**") may, at your option, be hosted, shared and viewable by other O! ePay Account Holders (including Friends) through the *Octopus* Mobile App who have your mobile number registered under your O! ePay Account on their Mobile Devices. You further understand that any message, photo and/or other information (e.g., your Status) ("**Content**") is the property of the person from whom such Content is originated. By using the *Octopus O! ePay Service*, you shall be solely responsible for the upload, posting, dispatch, transmission, sharing or otherwise making available of the Content, whether in whole or in part, through your O! ePay Account and the consequence of uploading, posting, dispatch, transmission, sharing or otherwise making available of the Content. We are not responsible for the confidentiality of the Content or any part thereof. By submitting the Content under the *Octopus O! ePay Service*, you grant us an irrevocable, non-exclusive, perpetual, worldwide, royalty free, transferrable licence to use, reproduce, distribute and make available the Content under the *Octopus O! ePay Service* in any and all media and manner, and you warrant that you have the authority to grant the foregoing licence. You also grant each of O! ePay Account Holder access to your Status under the *Octopus O! ePay Service* and each Friend access to the Content under the *Octopus O! ePay Service*. In the event we, in our sole and absolute discretion, are of the view that any Content is found to be or is likely to be:

- (a) infringing intellectual property or rights of any third party;
- (b) unlawful, obscene, defamatory, offensive or threatening;
- (c) containing hostile, discriminating, disturbing message; or
- (d) inappropriate or insulting to any O! ePay Account Holders, users of the *Octopus O! ePay Service* or any third party;

in addition to other rights and remedies available, we shall be entitled to terminate your O! ePay Account immediately without notice. Upon termination of your O! ePay Account, your O! ePay Account cannot be re-activated subsequently.

8A.4 We shall only disclose the Content to satisfy a search warrant or an order by a competent court of law or a relevant regulatory body that we are required to comply with.

8A.5 You can perform P2P Payment with any O! ePay Account Holder(s) (including your Friend(s)) through the Octopus Mobile App on Mobile Device(s) or through other channels as we may announce from time to time. Each P2P Payment shall be subject to certain limitations, including without limitation Stored Value Limit, daily transaction limit and annual transaction limit, which we may notify you from time to time. We will charge you a reasonable fee for P2P Payment ("**P2P Payment Fee**").

8A.6 You can transfer fund between your O! ePay Account and Registered Octopus through the Octopus Mobile App on Mobile Device(s) or through other channels as we may announce from time to time. You can add value to your O! ePay Account (see Condition 6) through the Octopus Mobile App on Mobile Device(s) or through other channels as we may announce from time to time. Fund transfer between your O! ePay Account and Registered Octopus and/or provision of add value service to your O! ePay Account shall be subject to certain limitations, including without limitation Stored Value Limit, daily transaction limit, annual transaction limit, monthly fund transfer limit from Registered Octopus and monthly fund transfer limit from *Smart Octopus* as Registered Octopus, which we may notify you from time to time.

8A.7 You can use the Float in your O! ePay Account to make payment for goods and services offered by our Authorised Partners through the Octopus Mobile App on Mobile Device(s) or through other channels as we may announce from time to time, which shall be subject to certain limitations, including without limitation daily transaction limit, which we may notify you from time to time. If you have been issued with an O! ePay Payment Card, you can use the Float in your O! ePay Account to make payment with your O! ePay Payment Card for goods and services offered by Card Association Merchants, whether online, at physical locations or otherwise, or through other channels as we may announce from time to time, which shall, in addition to such limitations applicable to O! ePay Account, be subject to certain limitations, including without limitation, annual spending limit, which we may notify you from time to time. We will charge you a reasonable fee for making payment with O! ePay Payment Card, including without limitation, transaction fee for payment transaction in currencies other than Hong Kong dollar ("**Foreign Currency Transaction Fee**"), and transaction fee for cross border payment transaction in Hong Kong dollar ("**Transaction Fee for Cross Border Transaction (in Hong Kong dollar)**"), which we may notify you from time to time.

8A.8 You can transfer fund from your O! ePay Account to:

- (a) your registered bank account maintained with a bank or financial services company; or
- (b) FPS User Account(s); or
- (c) registered account(s) with a corporate entity as authorised by us; through the Octopus Mobile App on Mobile Device(s) or through other channels as we may announce from time to time. Fund transfer from your O! ePay Account to your registered bank account, FPS User Account(s) and/or registered account(s) with a corporate entity as authorised by us shall be subject to certain limitations, including without limitation daily transaction limit, which we may notify from time to time. We will charge you a reasonable fee for fund transfer from your O! ePay Account to your registered bank account, FPS User Account(s) and/or registered account(s) with a corporate entity authorised by us ("**Fund Transfer Fee**").

8A.9 In addition to Condition 8A.3, we may, at any time and without incurring any liability whatsoever, immediately suspend or terminate your O! ePay Account at our sole and absolute discretion if:

- (a) you have violated or you are about to violate any applicable laws or regulations;
- (b) you have committed or you are about to commit a breach of any of these Conditions of Issue;
- (c) we are of the opinion that the integrity or security of the Octopus O! ePay Service will be jeopardised or compromised by use of your O! ePay Account; or
- (d) this is to comply with an order by a competent court of law, or a governmental or regulatory body, or a stock exchange.

In the event of suspension, we will lift such suspension after we are satisfied that none of the above events occurs or will occur and that the integrity and security of the Octopus O! ePay Service will not be jeopardised or compromised by your use of the Octopus O! ePay Service. Subject to Condition 15A, in the event of termination, we shall, after deducting any amounts including fees outstanding for the Octopus O! ePay Service, arrange for refund of the Float, if any, in your O! ePay Account as recorded in our system. Upon termination of your O! ePay Account, your O! ePay Account cannot be re-activated subsequently.

8A.10 In addition to Conditions 8A.3 and 8A.9, if there are insufficient Float in your O! ePay Account to settle any amounts including fees outstanding for the Octopus O! ePay Service, we shall be entitled to, in addition to other rights and remedies available, terminate your O! ePay Account immediately without notice. Upon termination of your O! ePay Account, your O! ePay Account cannot be re-activated subsequently.

8A.11 You should notify us immediately if your O! ePay Account has been compromised in any way (see Condition 23). You have to bear a loss when your O! ePay Account has been used for an unauthorised transaction before reporting that your O! ePay Account has been compromised.

9. Your Obligations in Using your Octopus and your O! ePay Account

9.1 You should take good care of your *Octopus* with reasonable security precautions to prevent it from damage or from being tampered with or from unauthorised use. You should take good care of your O! ePay Account with reasonable security precautions to ensure

proper and secure use of your O! ePay Account, including your account password protection. We will charge you a reasonable fee as set out in Schedule of Fees and Guidelines to cover the cost of the damage upon return of the *On-Loan Octopus* to us if it is damaged or altered through delamination, bending, cutting, breaking, graffiti or attachment of materials and/or objects on the *Octopus* by any means.

9.2 You must not use, or allow anyone to use, your *Octopus* and/or your O! ePay Account for any illegal purposes.

9.3 You should only present your *Octopus* when you see the Octopus acceptance logo. You must not present your *Octopus* at readers that do not show the Octopus acceptance logo as this may cause damage to the *Octopus* and/or loss to yourself.

9.4 You must not tamper with the *Octopus* (including without limitation the software and the data recorded on the *Octopus*) in any way. You must not do anything to exploit or interfere with your O! ePay Account or disrupt other users of the Octopus O! ePay Service and, in particular, you must not use or launch any automated system, including without limitation robots, load testers or spiders to access the O! ePay Account or in the use of the Octopus O! ePay Service. Tampering with the data on your *Octopus* may be a criminal offence. We shall not honour transactions or refund any Float or the SVF Deposits, if applicable, relating to tampering of your *Octopus* or exploitation or interference of your O! ePay Account.

9.5 We have the right to recover reasonable costs, expenses, losses and damages suffered or incurred by us as a result of your altering or interfering, or allowing a third party to alter or interfere, with the data on your *Octopus* and/or your O! ePay Account.

9.6 We will ask you to co-operate with us and, if appropriate, the police, in recovering your *Octopus* if it is lost or stolen or if we have reasonable grounds to suspect suspicious behaviour or as required by prevailing law. We will ask you to co-operate with us and, if appropriate, the police, in any investigation in respect of your O! ePay Account if it is being tampered with or if we have reasonable grounds to suspect behaviour of such nature or as required by prevailing law.

9.7 Our staff and authorised representatives of our approved Service Providers shall have the right to inspect your *Octopus* and items incorporating *Octopus*, including the data in that *Octopus*, at any reasonable time.

10. Proper Use of your Octopus and your O! ePay Account

10.1 You should not carry more than one *Octopus* or an *Octopus* with another contactless smartcard together in close proximity as they may interfere with one another. If you do so, it will be at your own risk. We shall not be responsible for any damage to the *Octopus* or the electronic devices the functions of which have been affected in connection with the use of your *Octopus*. We reserve our right not to entertain any request for a refund of an amount that has been deducted incorrectly as a result of your carrying more than one *Octopus* or an *Octopus* with another contactless smartcard together in close proximity.

10.2 We shall not be responsible for any personal injury and/or property loss or damage caused as a result of your inappropriate or unauthorised use of your *Octopus* and/or your O! ePay Account.

10.3 You shall indemnify us against all actions, proceedings, liabilities, claims, loss, damages and reasonable costs and expenses (including all reasonable legal fees) which may be taken against us or which we may suffer, sustain or incur howsoever arising out of or in connection with any inappropriate or unauthorised use of your *Octopus* or the Octopus O! ePay Service.

10.4 Nothing in these Conditions of Issue shall exclude or restrict our liability for death or personal injury resulting from our negligence, or liability for fraud.

11. Malfunction

If your *Octopus* malfunctions due to no fault of yours and you have not damaged or tampered with it in any way:

(a) you should return your *Octopus* to our Authorised Service Centre if you hold an *On-Loan Octopus* or if you have bought a *Sold Octopus* from our Authorised Distributors. We will, in the case of an *On-Loan Octopus*, arrange refund of the Float, if any, stored on such *Octopus* and a temporary replacement, or, in the case of a *Sold Octopus*, only arrange a refund of the Float, if any, stored on such *Octopus* (see Condition 12.2); or

(b) in case you hold a *Cross Border Octopus*, you should contact our Authorised Service Centre (or any parties as directed by our Authorised Service Centre) or such other channel(s) as we may announce from time to time. We will only arrange a refund of the Float, if any, stored on such *Octopus* (see Condition 12.5); or

(c) if you have obtained your *Octopus* from any other third party as described in Condition 4.1(e), you should contact that third party; or

(d) if you have bought an *Octopus* with a limited time warranty, you should contact the warranty provider; or

(e) if you have been issued with a *Bank Co-Brand Octopus* you should contact the issuing bank or financial services company which, under normal circumstances, will issue you with a replacement *Bank Co-Brand Octopus*. In case there is any positive or negative Float therein, this will be managed by the issuing bank or financial services company; or

(f) if you have been offered with an *Octopus Mobile SIM*, you should contact us or use our online application or such other channel(s) as we may announce from time to time for cancellation of use of the *Octopus* in your *Octopus Mobile SIM*, and we shall arrange a refund of the Float therein, if any. You should also contact the issuing Mobile Network Operator which, under normal circumstances, will offer you with a replacement *Octopus Mobile SIM* with or without charge; or

- (g) if you have been issued with a *Smart Octopus* and, if applicable, have provided your personal data to us at the time of issuance of your *Smart Octopus*, you should contact us or use our online application or such other channel(s) as we may announce from time to time for cancellation of your *Smart Octopus*, and we shall arrange a refund of the SVF Deposit, if applicable, and the Float therein, if any. Refund of the SVF Deposit, if applicable, and the Float in your *Smart Octopus* shall be subject to certain limitations, including without limitation annual refund limit per Mobile Device, as we may notify you from time to time.
- 12. Return or Cancellation of your Octopus and Cancellation of your O! ePay Account**
- 12.1** This Condition 12 applies subject to Condition 15A.
- 12.2** You may return your *Octopus*:
- if it malfunctions, as described in Condition 11; or
 - in case of an *On-Loan Octopus*, at your option, to an Authorised Service Centre. When you return your *On-Loan Octopus* and apply for a refund, the SVF Deposits, if applicable, and the Float therein, if any, will be refunded to you in full except in the following situations when we will deduct a reasonable amount to cover:
 - any negative Float on your *On-Loan Octopus*;
 - a handling fee (depending on how long we have lent you that *Octopus*) ("**Handling Fee**") to cover the costs incurred by us, including those charged by the Authorised Service Centre for providing this return and refund service;
 - the cost of repairing any damage to your *On-Loan Octopus*, if applicable;
 - any outstanding payment from the Automatic Add Value Service;
 - the Inactive *Octopus* Administrative Fee as described in Condition 13.2, if applicable;
 - any other amounts including fees outstanding for *Octopus* services.
- 12.3** You may return your *Sold Octopus* for cancellation and we will disable your *Sold Octopus* and, after deducting any amounts including fees and payment outstanding for *Octopus* services, refund to you any Float therein. However, we will not refund the cost, if any, of your *Sold Octopus* to you. If you cancel your *Sold Octopus*, your *Sold Octopus* cannot be re-activated subsequently.
- 12.4** You or the issuing bank or financial services company may request for cancellation of your *Bank Co-Brand Octopus* as permitted under the cardholder agreement between you and the issuing bank or financial services company and in accordance with the provisions therein. In case of such cancellation, the Float therein, if any, will be refunded to you via the issuing bank or financial services company, subject to provisions of the cardholder agreement between you and the issuing bank or financial services company. However, we will not refund the cost, if any, of your *Bank Co-Brand Octopus* to you.
- 12.5** You may return your *Cross Border Octopus* to our Authorised Service Centre (or any parties as directed by our Authorised Service Centre). Refund of your *Cross Border Octopus* will be processed in the same manner as that for *Sold Octopus* pursuant to Condition 12.3 above.
- 12.6** You may contact us or our Authorised Service Centre (or any parties as directed by our Authorised Service Centre) or use our online application or such other channel(s) as we may announce from time to time for cancellation of use of *Octopus* in your *Octopus Mobile SIM* and we will disable the *Octopus* in your *Octopus Mobile SIM* and, after deducting any amounts including fees and payment outstanding for *Octopus* services, refund to you any Float therein. However, we will not refund the cost or any fees, if any, of your *Octopus Mobile SIM* to you. If you cancel the use of the *Octopus* in your *Octopus Mobile SIM*, the *Octopus* in your *Octopus Mobile SIM* cannot be re-activated subsequently.
- 12.6A** If you have been issued with a *Smart Octopus* and, if applicable, have provided your personal data to us at the time of issuance of your *Smart Octopus*, you may use the Authorised Mobile Payment App or our online application or such other channel(s) as we may announce from time to time for cancellation of your *Smart Octopus* and we will disable the *Smart Octopus* and, after deducting:
- any negative Float on your *Smart Octopus*;
 - a handling fee (depending on how long you have been issued with that *Smart Octopus*) ("**Handling Fee for Smart Octopus**") to cover the costs incurred by us;
 - any outstanding payment from the Automatic Add Value Service;
 - the Inactive *Smart Octopus* Administrative Fee as described in Condition 13.4, if applicable;
 - any other amounts including fees outstanding for *Octopus* services;
- refund to you the SVF Deposit, if applicable, and the Float therein. However, we will not refund the cost of or any fees associated with your *Smart Octopus* to you. If you cancel your *Smart Octopus*, your *Smart Octopus* cannot be re-activated subsequently. Refund of the SVF Deposit, if applicable, and the Float in your *Smart Octopus* shall be subject to certain limitations, including without limitation annual refund limit per Mobile Device, as we may notify you from time to time.
- 12.7** You may apply for cancellation of your O! ePay Account at any time through such channels and in such manner as we may announce from time to time. We shall, after deducting any amounts including fees outstanding for the *Octopus* O! ePay Service, arrange for refund of the Float therein, if any. However, we will not refund the cost of or any fees associated with your O! ePay Payment Card, if any, to you. Upon cancellation of your O! ePay Account, your O! ePay Account (including, if applicable, the O! ePay Payment Card) cannot be re-activated subsequently. If any O! ePay Account Holder has become deceased, a personal representative of the deceased O! ePay Account Holder should present proof of death of the deceased O! ePay Account Holder, and proof of identity and capacity of the personal representative, in order to claim a refund of any Float therein. We will charge you a reasonable administrative fee ("**O! ePay Account Cancellation Fee**") for cancellation of your O! ePay Account.
- 12.8** We reserve the right to recover, cancel or terminate, or suspend your *Octopus*, the *Octopus* O! ePay Service (including your O! ePay Account and, if applicable, O! ePay Payment Card) or any of our services at any time without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you. You may be required to present your *Octopus* for replacement in the manner as may be notified by us. In such case, we will refund to you the SVF Deposits, if applicable, and Float therein, if any.
- 12.9** *Octopus* is provided for use in payment and related services, it is not provided as a medium for the exchange or transfer of money. In respect of any of the services provided pursuant to these Conditions of Issue, we reserve the right to request information (including personal data), investigate (for which we will charge a reasonable fee, "**Investigation Fee**") and decline at our sole discretion multiple, high value or repeated purchase or refund requests from an individual or organisation.
- 13. Inactive Octopus and O! ePay Account**
- 13.1** Deactivation of your inactive Octopus and O! ePay Account
- Your *Octopus* has been issued to you for your regular use. If you have not added value to your *Octopus* for a period announced by us from time to time, we will, for your own and our protection, deem your *Octopus* to be no longer in use, and we will deactivate your *Octopus*. If you want to re-activate your *Octopus* subsequently, we will charge you a reasonable fee for the re-activation ("**Reactivation Fee**").
 - Your O! ePay Account is intended for your regular use. If you have not added value to your O! ePay Account or used your O! ePay Account for any payment transaction for a period announced by us from time to time, we will, for your own and our protection, deem your O! ePay Account to be no longer in use, and we will suspend your O! ePay Account (including your O! ePay Payment Card, if applicable). If you want to re-activate your O! ePay Account subsequently, we will charge you the Reactivation Fee.
- 13.2** Administrative fee on your inactive "Adult" On-Loan Octopus
- If you hold an "Adult" type of *On-Loan Octopus* (that is, *On-Loan Adult Octopus* other than Personalised *Octopus* with Student Status or Persons with Disabilities Status, or if you are a Personalised *On-Loan Octopus* holder aged below 18, or if you are a Personalised *On-Loan Octopus* holder aged 60 or above) which is issued on or after 1 October 2017 ("**Inactive Octopus Administrative Fee Effective Date**") and have not added value to your *Octopus* or used your *Octopus* for any payment transaction for such specified period(s) of time as determined and announced by us from time to time (each, an "**inactive period**"), we will charge you an administrative fee ("**Inactive Octopus Administrative Fee**") on your inactive *On-Loan Adult Octopus* for each inactive period. The Inactive *Octopus* Administrative Fee shall be deducted from the Float, if any, and the SVF Deposit of your inactive *Octopus*:
- until your inactive *Octopus* is re-activated;
 - until you return your *Octopus* as described in Condition 12.2(b); or
 - until the Float and the SVF Deposit are fully depleted, in which case we shall cancel your *Octopus* and your *Octopus* cannot be re-activated subsequently;
- whichever is the earliest.
- 13.3** For the purpose of Condition 13.2:
- The first inactive period means the later of:
 - the period of time as specified by us after your last add value transaction or your last payment transaction using your *Octopus*, whichever is later; or
 - the specified period of time immediately after the Inactive *Octopus* Administrative Fee Effective Date.
 - Subsequent inactive periods means successive 12-month periods thereafter or such specified period(s) of time as determined and announced by us from time to time.
- 13.4** Administrative fee on your inactive Smart Octopus
- If you hold a *Smart Octopus* and have not added value to your *Octopus* or used your *Octopus* for any payment transaction for such specified period(s) of time as determined and announced by us from time to time (each, an "**inactive Smart Octopus period**"), we will charge you an administrative fee ("**Inactive Smart Octopus Administrative Fee**") on your inactive *Smart Octopus* for each inactive *Smart Octopus* period. The Inactive *Smart Octopus* Administrative Fee shall be deducted from the Float, if any, and the SVF Deposit of your inactive *Smart Octopus*:
- until your inactive *Smart Octopus* is re-activated;
 - until you cancel your *Smart Octopus* as described in Condition 11(g) or Condition 12.6(A); or
 - until the Float and the SVF Deposit are fully depleted, in which case we shall cancel your *Smart Octopus* and your *Smart Octopus* cannot be re-activated subsequently;
- whichever is the earliest.
- 13.5** For the purpose of Condition 13.4:
- The first inactive *Smart Octopus* period means the period of time as specified by us after your last add value transaction or your last payment transaction using your *Smart Octopus*, whichever is later;
 - Subsequent inactive *Smart Octopus* periods means successive 12-month periods thereafter or such specified period(s) of time as determined and announced by us from time to time.
- 13.6** Further details are set out in Schedule of Fees and Guidelines, which can be obtained from our website at www.octopus.com.hk.

14. Personalised Octopus Service

- 14.1** If made available by us, you may apply to us to have your identity associated (“**Personalised**”) with a particular *Octopus*. Your personal data will be stored in electronic format, and may or may not be printed, on your Personalised *Octopus*. We will charge you a reasonable fee (“**Personalisation Fee**”) for both producing and, if requested, handling the return of your Personalised *Octopus*.
- 14.2** A bank or financial services company that offers a *Bank Co-Brand Octopus* may provide you with our Personalised *Octopus* service. Any additional fees or charges imposed by the issuing bank or financial services company will be notified to you by relevant issuing bank or financial services company.
- 14.3** You should notify us promptly in writing of any changes to your name, address, telephone or email address regarding your Personalised *Octopus*.
- 14.4** Personalised *Octopus* enjoys strengthened protection. You should notify us immediately if your *Octopus* or its security is compromised in any way (see Condition 23). You may have to bear a loss resulting from unauthorised transactions of your compromised *Octopus*.
- 14.5** You should not allow your Personalised *Octopus* to be used by another person. If your Personalised *Octopus* is found in the possession of a person other than yourself, we and/or the Service Providers on our behalf, shall have the right, but are not obliged, to repossess your Personalised *Octopus* from such a person.
- 14.6** If you wish to return your Personalised *Octopus* to an Authorised Service Centre or such other channel(s) as we may announce from time to time, you should present your *Octopus* in person, or if the cardholder of that Personalised *Octopus* has become deceased, a personal representative of the deceased cardholder should present the Personalised *Octopus* together with proof of death of the deceased cardholder, and proof of identity and capacity of the personal representative, in order to claim a refund of the SVF Deposits, if applicable, and/or any Float as described in Condition 12.

15. Lost Octopus Service

- 15.1** If you are the holder of a Personalised *Octopus* or user of the Automatic Add Value Service, you will automatically be provided with our lost *Octopus* service. This lost *Octopus* service may not apply to our other services unless it is clearly stated in the terms and conditions of that service.
- 15.2** If you are provided with our lost *Octopus* service, you should notify us immediately if your *Octopus* has been lost or stolen (see Condition 23), except in the case of a *Bank Co-Brand Octopus*, you should notify the issuing bank or financial services company. We will then cancel and disable your *Octopus* after a specified period of time (“**Lost Octopus Notification Period**”), the latest period of which is set out in Schedule of Fees and Guidelines, following receipt of your report. The Lost *Octopus* Notification Period shall be determined and announced by us from time to time. Once cancellation of your *Octopus* is effected, it cannot be re-activated subsequently.
- 15.3** The lost *Octopus* service described in Condition 15.2 will protect you from the loss of the Float and any value added through the Automatic Add Value Service on your *Octopus* after the expiry of the Lost *Octopus* Notification Period. You may have to bear a loss resulting from unauthorised use of your lost *Octopus* before the expiry of the Lost *Octopus* Notification Period.
- 15.4** We will refund you the SVF Deposits, if applicable, and the Float, if any, on your *Octopus* as recorded in our system at the end of the Lost *Octopus* Notification Period. We will charge you a reasonable fee (“**Lost Octopus Service Fee**”) for providing this lost *Octopus* service, which (a) will be deducted from the refund of the SVF Deposit or Float on your *Octopus*, if any, or (b) may be payable by you.

15A. Expiry, Refunds and Determination of value on Octopus and in O! ePay Account

- 15A.1** Any SVF Deposits and/or Float on your *Octopus* to be refunded to you as described in Condition 12 or Condition 15 will be paid without interest. Any Float in your O! ePay Account to be refunded to you as described in Condition 8A or Condition 12 will be paid without interest. Any interest accrued or other returns generated (whether before, on or after the Commencement Date) on Card Funds, if any, shall belong to us.
- 15A.2** Any refund of the SVF Deposits and/or Float on your *Octopus* or Float in your O! ePay Account which remain uncollected for a period announced by us from time to time (“**Expiry Date**”) will be forfeited without notice and you will have no claim for such amounts whatsoever. We shall be entitled to such SVF Deposits and Float from the end of the Expiry Date.
- 15A.3** Upon receipt of the refund, you shall be deemed to have accepted the amount thereof as correct and agree to discharge us from any liability whatsoever to you, including without limitation any shortfall or error in the amount of such refund.
- 15A.4** In determining the SVF Deposits and/or the Float to be refunded to you, the records held by us shall be treated as conclusive evidence of the amount of the SVF Deposits and/or the Float except for any manifest error on our part.
- 15A.5** We are licensed by the Hong Kong Monetary Authority to provide *Octopus* service and the *Octopus* O! ePay Service to you. We provide our services with reasonable care, skills and diligence. In the unlikely event that we exit our business operations, including cases of our insolvency or suspension or revocation of our stored value facility licence, we will follow our business exit plan and directions (if any) of the Hong Kong Monetary Authority.

16. Personal Information Collection Statement relating to you (this “Notice”) in accordance with the Personal Data (Privacy) Ordinance (the “Ordinance”)

- 16.1** The 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 shall include transactional records (meaning the transaction data which we receive (a) 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* O! ePay Service and/or from other channels in respect of the use of your O! ePay Account) to the extent that those transactional records are “personal data” under section 2(1) of the Ordinance. This Data is to enable us to provide the *Octopus* and *Octopus* O! ePay Service and other related services to you. Further information is set out in our “Privacy Policy” located at www.octopus.com.hk and this Notice is the basis upon which we collect, hold, process and use the Data.
- 16.2** If you do not provide your personal data to us, we may be unable to provide you with some of our services you request, including without limitation Personalised *Octopus* service, Automatic Add Value Service, lost *Octopus* Service, *Octopus* O! ePay Service, application for cancellation of use of *Octopus* in your *Octopus* Mobile SIM, application for cancellation of your O! ePay Account, application for cancellation of your *Smart Octopus* or transaction records enquiry.
- 16.3** Purpose: You agree that your Data may be used by us for:
- (a) processing an application for our services offered to you from time to time;
 - (b) conducting customer due diligence as required by law, rules, regulations, codes or guidelines;
 - (c) management, operation and maintenance of the *Octopus* payment system, the *Octopus* O! ePay Service and Card Funds, including audit, and exercising our and your rights under these Conditions of Issue;
 - (d) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - (e) communication by us to you;
 - (f) investigation of complaints or suspected suspicious transactions (whether in relation to an *Octopus* or a *Cross Border Octopus* or otherwise), and research for service improvement;
 - (g) prevention or detection of crime; and
 - (h) disclosure as required by law, rules, regulations, codes or guidelines.
- 16.4** Transfer: Your Data will be kept confidential by us, but you agree that for the purposes set out in Condition 16.3, we may transfer or disclose such Data to the following parties within Hong Kong (except that the parties set out in Conditions 16.4(a), (b), (c), (d) and (e) and owners or service providers of Client Funds Company in (g) below may be located outside Hong Kong):
- (a) issuers of *Bank Co-Brand Octopus* 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 O! Pay Payment Card;
 - (c) Third Party Operator(s) under a 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 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.
- 16.5** Access: You have the right to:
- (a) check whether we hold your Data and to have access to that Data;
 - (b) require us to correct any Data which is inaccurate; and
 - (c) ascertain our policies and practices in relation to the Data and to be informed of the kind of Data held by us.
- 16.6** We will charge you a reasonable fee (“**Data Access Fee**”) for complying with any request for access to your Data.
- 16.7** Any Data access request should be made in writing to:
The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong
Email: dpo@octopus.com.hk
- 16.8** Nothing in this Notice shall limit your rights under the Ordinance.

17. Transaction Records

17.1 You may enquire about your transaction records in relation to your *Octopus*, including Float balance of your *Octopus*, date and time and amount spent with your *Octopus* up to such number of most recent transactions and through such channel(s) as we may announce from time to time. For Octopus O! ePay Service, we will provide you with monthly statement about your transaction records in relation to your O! ePay Account and you may request for printed copies of such monthly statement up to such period of time as we may announce from time to time. You must keep yourself promptly informed of all transactions relating to your O! ePay Account, which will involve examining each monthly statement issued by us in respect of your O! ePay Account and notify us of any transaction discrepancies within the specified time period as we may notify you from time to time. We will provide you with the requested information, including printed copies of the monthly statement in respect of your O! ePay Account, within a reasonable time and we will charge a reasonable fee ("**Transaction Records Access Fee**") for this service.

17.2 The transaction records of your *Octopus* and your O! ePay Account will be safely kept by us. Transaction records mean all the transaction data which we receive (a) from our system Octopus readers and/or from other channels in respect of the use of your *Octopus*, and (b) during the operation of the Octopus O! ePay Service and/or from other channels in respect of your use of the Octopus O! ePay Service. Save as provided in Condition 17.1 above, we will only disclose any of your transaction records to:

- (a) the relevant Service Providers or Authorised Mobile Payment Service Provider, Card Associations and Card Association Merchant relating to the use of your *Octopus*, or Authorised Partners in respect of your O! ePay Account which are under a duty of confidentiality to us;
- (b) satisfy a search warrant or an order by a competent court of law or a relevant regulatory body that we are required to comply with;
- (c) any other parties which are under a duty of confidentiality to us, in order for us to maintain the normal managements, operation and maintenance of the Octopus payment system or the Octopus O! ePay Service;
- (d) any agent, contractors or third party service providers which are under a duty of confidentiality to us and which 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;
- (e) Client Funds Company which is under a duty of confidentiality to us, in order for the Client Funds Company to (i) ensure that Card Funds are handled in accordance with these Conditions of Issue and PSSVFO, and (ii) manage Card Funds in case of our insolvency; or
- (f) any other person under a duty of confidentiality to us including our subsidiaries, our affiliates or our business partners for the purposes outlined in Condition 16.

18. New Services

We may provide you with new services associated with your *Octopus* and/or the Octopus O! ePay Service from time to time, and these new services will be governed by the terms and conditions herein or as amended from time to time for the respective services.

19. Fees and Charges

Our fees and charges are available on our website at www.octopus.com.hk or from our Authorised Distributors or Authorised Partners. For details, please refer to Schedule of Fees and Guidelines, which can be obtained from our website at www.octopus.com.hk. You are advised to check our latest fees and charges from time to time.

20. Changes in these Conditions of Issue

20.1 We may amend these Conditions of Issue by publishing a notice of the change(s) in one Chinese and one English language newspaper and/or on our website at www.octopus.com.hk if such change(s) affect(s) the fees and charges and the liabilities or obligations of existing customers.

20.2 The change(s) shall take effect on a date specified in the notice, which will be no less than 30 days after the date of publishing such notice in the newspapers and/or on our website at www.octopus.com.hk.

20.3 The change(s) will apply to you unless your *Octopus* is cancelled or your O! ePay Account is cancelled or terminated, as the case may be, before the change(s) take(s) effect.

20.4 A copy of the latest version of these Conditions of Issue will be available on our website at www.octopus.com.hk or from our designated Authorised Distributors and Authorised Partners upon request.

21. Rights of Third Parties

These Conditions of Issue 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 Conditions of Issue 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 Conditions of Issue is hereby expressly excluded. For the avoidance of doubt, nothing in these Conditions of Issue shall affect the rights of any permitted assignee or transferee of these Conditions of Issue.

22. Force Majeure

We shall not be in breach of these Conditions of Issue nor liable for delay in performing, or failure to perform, any of our obligations under these Conditions of Issue, if such delay or failure results from events, circumstances or causes beyond our reasonable control, including suspending or revocation of our licence under PSSVFO. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed.

23. Communication with us

23.1 Please contact us through such channels as we may announce from time to time for any question, complaint, request for support and notification of anomalies or incidents in relation to your use of *Octopus* and Octopus O! ePay Service. For Octopus O! ePay Service, unless stated otherwise, all communications issued by us under these Conditions of Issue shall be sent to you through the Octopus Mobile App or your mobile number registered for SMS (short messaging service) or other electronic means as we may notify you from time to time. We will communicate with you using our foregoing secure contact channels in this Condition 23 or our website at www.octopus.com.hk. Any message alleged to be sent on our behalf to you via any other means is not reliable.

23.2 To protect your interest, if a third party purports to contact us on your behalf, we may request that such third party should provide authorisation support and we may contact you directly for verification.

24. English Version Prevails

We have provided a Chinese language translation of these Conditions of Issue for reference. If there is any inconsistency between the English and Chinese versions, the English version shall prevail.

25. Governing Law and Jurisdiction

These Conditions of Issue shall be governed by the laws of Hong Kong. You and Octopus Cards Limited irrevocably agree that the courts in Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with these Conditions of Issue, its subject matter or formation.