

**FOR ADDING OCTOPUS MASTERCARD TO APPLE PAY, YOUR ATTENTION IS DRAWN TO CLAUSE 2.1A REGARDING THE MINIMUM AGE REQUIREMENT OF 13 SET BY MOBILE WALLET PROVIDER.**

### **Additional Terms and Conditions for Use of Octopus Mastercard through Mobile Wallet**

These additional terms and conditions (these “Additional Terms and Conditions”) is supplemental to the Terms and Conditions for Use of Octopus Mastercard, and is applicable to you, holder of Octopus Mastercard, upon your application to add your Octopus Mastercard to the Mobile Wallet (as defined below) to pay through such Mobile Wallet using your Octopus Mastercard. These Additional Terms and Conditions are to be read in conjunction with the Terms and Conditions for Use of Octopus Mastercard and be deemed to constitute one single instrument, as varied and amended from time to time in accordance with the Terms and Conditions. If there is any inconsistency between the provisions of these Additional Terms and Conditions and the Terms and Conditions for Use of Octopus Mastercard, these Additional Terms and Conditions will prevail.

Please read these Additional Terms and Conditions carefully before you apply to add your Octopus Mastercard to the Mobile Wallet. By using your Octopus Mastercard to pay through the Mobile Wallet, you are deemed to have read and understood, and agree to be bound by these Additional Terms and Conditions.

#### **1. Definitions**

1.1 Unless the context otherwise requires, terms and expressions defined in the Terms and Conditions for Use of Octopus Mastercard shall have the same meanings when used in these Additional Terms and Conditions.

1.2 In these Additional Terms and Conditions:

“**Device Passcode**” means the access passcode of your Eligible Device;

“**Eligible Device**” means eligible mobile or wearable technology device or any other device as we, Octopus Cards Limited (“OCL”) may announce from time to time, with the designated Mobile Wallet installed thereon;

“**Mobile Wallet**” means a mobile wallet application as installed on an Eligible Device, which is provided or managed by the relevant Mobile Wallet Provider as OCL may announce from time to time; and

“**Mobile Wallet Provider**” means provider of the Mobile Wallet in your Eligible Device, as designated by us from time to time.

## **2. Addition of your Octopus Mastercard to Mobile Wallet**

- 2.1 Each Mobile Wallet Provider may have separate, additional terms and conditions which you should read carefully, and you should confirm that you agree to those additional terms and conditions before proceeding to add your Octopus Mastercard to such Mobile Wallet. OCL does not accept any liability resulting from the terms and conditions issued by such Mobile Wallet Provider.
- 2.1A. **(ADDITIONAL REQUIREMENT/ELIGIBILITY APPLICABLE TO ADDING OCTOPUS MASTERCARD TO APPLE PAY ONLY)** Without prejudice to clause 2.1 above, for adding Octopus Mastercard to Apple Pay, you warrant that you have attained the minimum age requirement of 13 set by the Mobile Wallet Provider.
- 2.2 In relation to your application, activation and use of your Octopus Mastercard through the Mobile Wallet, you acknowledge and agree that OCL may be required to provide your personal data or information you have previously provided to OCL as an Octopus Wallet Holder of Octopus Wallet linked with your Octopus Mastercard, however, you remain solely responsible for the provision of the personal data or information to the Mobile Wallet Provider and the accuracy and completeness of any such personal data or information, and OCL accepts no liability whatsoever.
- 2.3 OCL may limit the number of Mobile Wallet(s) as we may announce from time to time which you can apply to add your Octopus Mastercard thereto.
- 2.4 You should carefully follow the instructions of the Mobile Wallet Provider to successfully complete your application and add your Octopus Mastercard to your designated Mobile Wallet.
- 2.5 Upon your application to add your Octopus Mastercard to your Mobile Wallet, you acknowledge that OCL will send you a SMS (short messaging service) message to the mobile contact number last recorded with OCL (or such other communication means as we may announce from time to time) for verification and activation purposes.
- 2.6 Upon activation of your Octopus Mastercard on Mobile Wallet, you can start using your Octopus Mastercard for Octopus Mastercard Transactions through such Mobile Wallet.
- 2.7 Removal of your Octopus Mastercard from the Mobile Wallet will not cancel your Octopus Mastercard.

- 2.8 Your Octopus Mastercard installed on a Mobile Wallet will be removed upon cancellation or termination of your Octopus Mastercard.

### **3. Your responsibilities**

- 3.1 You should take appropriate security measures to safeguard your Mobile Wallet and Eligible Device, including your Device Passcode, payment PIN (personal identification number) and/or biometric credentials, against any unauthorised or accidental disclosure and keep them in your safe possession and under your personal control at all times. You are advised to remove your Octopus Mastercard from the Mobile Wallet in the event you intend to uninstall such Mobile Wallet or you intend to dispose of the Eligible Device with such Mobile Wallet installed thereon. Neither OCL nor the Mobile Wallet Provider shall accept any liability whatsoever regarding your use of the Mobile Wallet or use of your Octopus Mastercard through the Mobile Wallet. You should contact the relevant Mobile Wallet Provider for any Mobile Wallet related issues, including, removal of Octopus Mastercard from the Mobile Wallet.
- 3.2 You have to use the type or model of Eligible Device as OCL may announce from time to time to apply to add your Octopus Mastercard to your Mobile Wallet to be added upon. OCL reserves the right to vary or withdraw any type or model of Eligible Device at any time without prior notice. OCL further reserves the right to cancel or terminate, or suspend use of your Octopus Mastercard through the relevant Mobile Wallet at any time without specifying the reasons, but OCL will take reasonable steps to minimise any inconvenience caused to you.

### **4. Limitation of our liability**

- 4.1 You acknowledge that a Mobile Wallet is made available to you by the Mobile Wallet Provider on Eligible Devices. OCL is neither the supplier of the Eligible Device nor the provider of the Mobile Wallet.
- 4.2 You acknowledge that OCL cannot guarantee a Mobile Wallet Provider will be able to provide designated services in respect of your Octopus Mastercard, and use of your Octopus Mastercard through a Mobile Wallet may be disrupted, suspended or terminated for reasons or circumstances beyond the control of OCL. OCL shall not be responsible for any loss or damage whatsoever incurred directly or indirectly by you as a result or in connection with your use of your Octopus Mastercard through the Mobile Wallet.

### **5. Your personal information**

You may be providing your personal data or information to the Mobile Wallet Provider in relation to your application, activation and use of your Octopus Mastercard through the Mobile Wallet. OCL has no control of the privacy and security of any personal information provided by you to the Mobile Wallet Provider which is governed by the privacy policy or terms and conditions of the



Mobile Wallet Provider. Please read carefully the relevant Mobile Wallet Provider's privacy policy and personal information collection statement before providing or submitting your personal data or information to such Mobile Wallet Provider.