

Additional Terms and Conditions Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service in respect of Payment Service outside Hong Kong through FPS *(Effective from 4 December 2023)*

YOUR ATTENTION IS DRAWN TO CLAUSE 3 REGARDING THE PERSONAL INFORMATION COLLECTION STATEMENT FOR OUTBOUND PAYMENT SERVICE

These additional terms and conditions (these “**Additional Terms and Conditions**”) is supplemental to the Terms and Conditions Relating to Fund Transfer with Banks and FPS Participants under Octopus Wallet Service (the “**Terms and Conditions**”), and is applicable to you as User, when you use the Octopus Wallet Service to make payment for goods and services offered by the Authorised Partner Merchants (as defined below) through FPS (the “**Outbound Payment Service**”). These Additional Terms and Conditions are to be read in conjunction with the Terms and Conditions and the Conditions of Issue of Octopus (the “**Conditions**”) (published by Octopus Cards Limited (“**OCL**”, “**we**” or “**us**”) as amended from time to time) 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, these Additional Terms and Conditions will prevail.

Please read these Additional Terms and Conditions carefully before you use the Outbound Payment Service. By using the Outbound Payment Service, 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 Conditions and the Terms and Conditions shall have the same meanings when used in these Additional Terms and Conditions.

1.2. In these Additional Terms and Conditions:

“**Authorised Partner Merchant**” means designated merchant outside Hong Kong that accepts payment means offered by or operated by the relevant Authorised Partner (including the Outbound Payment Service) for the goods and services offered by such designated merchants;

“**HK Settlement Bank**” means the settlement bank in Hong Kong from time to time for enabling the payment link between Hong Kong and a place outside Hong Kong through FPS;

“**HK Settlement Bank Exchange Rate**” means the market currency exchange rate for converting a foreign currency to Hong Kong dollars determined by the HK Settlement Bank from time to time;

“**Infrastructure Provider**” means any third party infrastructure providers providing necessary shared market infrastructure for the provision of the Outbound Payment Service (including the Outbound Payment Instructions) to you, including, but not limited to, Hong Kong Monetary Authority, HKICL, the HK Settlement Bank, the Authorised Partner, the financial institutions outside Hong Kong and any other communications, clearing, settlement or payment system, or intermediary or correspondent bank and their respective

branches, affiliates, subsidiaries, group companies, sub-contractors, service providers and professional advisers;

“Non-HK Payment System” means a designated financial market infrastructure which is a payment system operated by the Authorised Partner in a place outside Hong Kong;

“Outbound Payment Instruction” means a payment instruction issued by you to make payment in Hong Kong dollars from your Octopus Wallet when using the Outbound Payment Service; and

“Outbound Payment Required Information” means such information as may be required by OCL to provide the Outbound Payment Service to you, including, without limitation:

- (a) your identification document number (that is, Hong Kong identity card number, or passport number);
- (b) name of your Designated Bank or the FPS Participant;
- (c) bank account number of your Designated Bank Account;
- (d) registered name under your Octopus Wallet;
- (e) your Octopus Wallet number;
- (f) Proxy ID; and
- (g) such other information as we may notify you from time to time.

2. The Outbound Payment Service

- 2.1. The Outbound Payment Service is available to selective categories of Octopus Wallets as we may announce from time to time.
- 2.2. You can use the Float in your Octopus Wallet to make payment for goods and services offered by the Authorised Partner Merchants under the Outbound Payment Service, which shall be subject to certain limitations, including without limitation, daily transaction limit, minimum amount and the account and transaction limitations of Octopus Wallets which we may notify you from time to time.
- 2.3. The Outbound Payment Service is subject to the Foreign Currency Transaction Fee and/or such other charges as we may announce from time to time.
- 2.4. The amount specified in your Outbound Payment Instructions shall be the aggregate of:
 - (a) the amount in Hong Kong dollars converted by the HK Settlement Bank Exchange Rate from the foreign currency; and
 - (b) the Foreign Currency Transaction Fee and/or such other charges as we may announce from time to time.
- 2.5. We shall comply with all your Outbound Payment Instructions and deduct the amount in Hong Kong dollars specified in your Outbound Payment Instruction from your Octopus Wallet to be credited to the Infrastructure Providers within the time period as we may announce from time to time.
- 2.6. If your Outbound Payment Instruction is rejected by the Infrastructure Providers, including but not limited to the HK Settlement Bank, FPS or the Non-HK Payment System for whatever reason, we will reverse the instruction and, after deducting any administrative fee payable for the reversal of the Outbound Payment Instruction, arrange to refund the payment amount to your Octopus Wallet.

- 2.7. You agree and acknowledge that any Outbound Payment Instruction is irreversible upon submission to OCL and no refund would be made other than as set out in paragraph 2.6.
- 2.8. Under normal circumstances, we will make reasonable efforts to make available the Outbound Payment 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 the Infrastructure Providers will be able to provide the designated services in respect of the Outbound Payment Service as this depends on the Infrastructure Providers' own system and operation as well as network, electrical, climatic and other conditions or circumstances which are beyond our control. 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 the Outbound Payment Service.
- 2.9. We reserve the right to recover, cancel or terminate, or suspend the whole or any part of the Outbound Payment Service without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.
- 2.10. You should ensure that both your Octopus Wallet and your Designated Bank Account shall remain valid at all times throughout your use of the Outbound Payment Service.
- 2.11. If there is insufficient Float in your Octopus Wallet to settle any amounts including fees outstanding for the Outbound Payment Service, we shall be entitled to, in addition to other remedies available, suspend or terminate your use of the Outbound Payment Service, whether in whole or in part immediately without notice.
- 2.12. The Authorised Partner Merchants shall be responsible for the goods and/or services they provide to you. OCL shall have no responsibility for the goods or services of the Authorised Partner Merchants the payment of which is conducted by the Outbound Payment Service and you should direct any enquiries, issues and/or disputes relating to these matters to the relevant Authorised Partner Merchant(s).
- 2.13. You shall indemnify OCL against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses (including all reasonable legal expenses) which may be taken against OCL or which OCL may suffer, sustain or incur (as the case may be) howsoever arising out of or in connection with any action or omission taken or made by OCL in reliance upon or in connection with your use of the Outbound Payment Service.

3. Personal Information Collection Statement for Outbound Payment Service

- 3.1. To enable us to provide the Outbound Payment Service to you, you agree that we can collect, use, process, retain, disclose or transfer the Outbound Payment Required Information within and outside Hong Kong to the Infrastructure Providers and Authorised Partner Merchants. The parties we disclose or transfer the Outbound Payment Required Information may be situated outside of Hong Kong where there may not be in place data protection laws which are substantially similar to, or serve the same purposes as, the Personal Data (Privacy) Ordinance. If you do not agree to provide the Outbound Payment Required Information to us, we may not be able to provide the Outbound Payment Service to you in accordance with your instruction. The Outbound Payment Required Information will be handled in accordance with the Conditions and OCL's [Privacy Policy](#) posted on OCL website.
- 3.2. You agree that we may collect, use, process, retain, disclose or transfer any of the Outbound Payment Required Information for such purposes, including, without limitation, one or more of the following:

- (a) providing the Outbound Payment Service to you, maintaining and operating the Outbound Payment Service;
 - (b) processing and executing your instructions and requests in relation to the Outbound Payment Service from time to time;
 - (c) disclosing or transferring the Outbound Payment Required Information to HKICL and other FPS Participants for their use for the purpose of the operation of FPS;
 - (d) disclosing or transferring the Outbound Payment Required Information to the Infrastructure Providers and the Authorised Partner Merchants for the purpose of the provision of Outbound Payment Service and for handling disputes or complaints in relation to the Outbound Payment Service ;
 - (e) handling disputes or complaints in relation to the Outbound Payment Service;
 - (f) investigation of complaints or suspected suspicious transactions;
 - (g) preventing or detecting crime;
 - (h) meeting the requirements to make disclosure under any regulatory requirements; and
 - (i) purposes relating to any of the above.
- 3.3. If the Outbound Payment Required Information includes personal data or other information of any person other than yourself, you confirm that you will obtain and has obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by the Infrastructure Providers and the Authorised Partner Merchant(s) as specified in this Clause.

4. Disclaimer of Liability

- 4.1. OCL may refuse to act on any Outbound Payment Instruction and/or instructions relating to the Outbound Payment Service if OCL is doubtful of its legality or authenticity. OCL is not bound to make any enquiry as to the accuracy, authority or authenticity of any Outbound Payment Instruction and/or instructions relating to the Outbound Payment Service.
- 4.2. OCL (including its affiliated companies) is required to act in accordance with the prevailing laws and regulations (including any legally enforcement demand by a competent court of law, governmental or regulatory body) and may take any action which it, in its sole and absolute discretion, considers appropriate to act in accordance with such laws and regulations.
- 4.3. OCL makes no warranty or representation that the Outbound Payment Instruction shall be free from virus or other destructive features which may adversely affect your hardware, software or equipment.
- 4.4. In no event shall OCL be responsible for failure in the communication networks, or the accuracy or timeliness of any Outbound Payment Instruction and/or instructions relating to the Outbound Payment Service or any other communications whatsoever in relation to the Outbound Payment Service.
- 4.5. OCL shall not be liable to you or other persons whatsoever for any consequences arising from or in connection with:
- (a) any unauthorised use of the Outbound Payment Service or any unauthorised Outbound Payment Instruction and/or instructions relating to the Outbound Payment Service;

- (b) any interruption, interception, suspension, delay, blackout, loss, unavailability, mutilation, incorrect data transmission or other failure when accessing the relevant platform (whether through Octopus Mobile App, Octopus Wallet or otherwise) or using the Outbound Payment Service; and/or
 - (c) transmission or storage of any information or data relating to you in relation to your use of the Outbound Payment Service.
- 4.6. For using the Outbound Payment Service, the Infrastructure Providers shall be responsible for conducting the outbound payment(s) to Authorised Partner Merchant after the Outbound Payment Instruction is given by you. OCL shall have no responsibility for the acts and omissions of the Infrastructure Providers and OCL will not be liable for any loss suffered by you resulting, directly or indirectly, from the acts or omissions of any Infrastructure Provider.
- 4.7. Nothing in these Additional Terms and Conditions shall exclude or restrict our liability for death or personal injury resulting from our negligence, or liability for fraud.

Octopus Cards Limited
Licence Number: SVF0001