



Terms of Use for Octopus O! ePay App

You must read the Terms of Use for Octopus O! ePay App (these “Terms of Use”) as set out below carefully. These Terms of Use are to be read together with the Conditions of Issue of Octopus published by Octopus Cards Limited (“OCL”) before using this Octopus O! ePay App (this “Application”) operated by OCL.

By using this Application, you agree to be bound by these Terms of Use. OCL reserves the right to amend these Terms of Use at any time without notice and your use of this Application following any such amendments constitutes your agreement to be bound by these Terms of Use as amended.

1. Intellectual Property Rights

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2. No Warranties

The content, information or otherwise contained in this Application is provided on an “as is” and “as available” basis. OCL makes no express or implied warranty, representation or endorsement whatsoever with respect to this Application and/or any of the content, information or otherwise provided or through this Application. OCL does not warrant that this Application will be virus free or error free. Your use of this Application and content, information or otherwise provided or through this Application is entirely at your risk. You are solely responsible for providing adequate protection and backup of your data and/or equipment. In particular, OCL does not make any express or implied warranty as to the reliability, functionality, availability, non-infringement of any intellectual property, proprietary or other rights, security, accuracy, completeness, fitness for any particular purpose or freedom from computer viruses in connection with this Application, and any such content, information or otherwise provided or through this Application. In no event shall OCL or any of its affiliated companies be held responsible for any claim, loss, damage, costs and expenses whatsoever, whether direct or indirect, arising out of or in connection with the downloading or use of this Application and/or the content or information or otherwise provided or through this Application, whether in contract, tort or otherwise, even if OCL or any of its affiliated companies has been informed of the possibility of such damage.

3. Provision of Information

During the operation of this Application, you may be required to provide OCL with your registered Octopus number, or in some cases, registered partial Octopus number, and Android ID (Android’s device identification number) or identifierForVendor (vendor identifier on iOS device) of your mobile device for authentication and to enable OCL to provide the service you have requested as offered through this Application related to *Octopus*.

OCL may collect and record your notification identification number of your mobile device so as to provide you a notification of account activities through this Application.

To improve your experience with us, OCL may analyse how you interact with this Application. These data generated and collected are anonymous and aggregated, and

contain no name or address information or any information that will enable anyone to contact you via telephone, email or any other means. Other data such as IP (internet protocol) address may be collected during the use of this Application, which will be handled in accordance with OCL's Privacy Policy and Conditions of Issue of Octopus posted on OCL website.

4 Cookies

This Application may provide links to website of OCL or OCL's affiliated companies, or third party(ies). Cookies may be used from time to time when browsing those webpages. Please refer to respective cookie policies or notices on the relevant websites for details.

5 Advertisements

This Application may display advertisements from OCL or OCL's affiliated companies, or third parties. These advertisements are provided to you on a random basis. None of these third party advertisers shall have any access to your information available on this Application. If you access any of the advertisements on this Application, you will be directed to website provided by such third party advertiser. OCL is not responsible for, and accepts no liability in respect of any information, material and/or content in relation to any of the advertisements.

6 Others

The information contained herein describes our current practice with respect to this particular service. The information may change as OCL revises this service by adding or removing features or using different service providers. Please refer to our Privacy Policy at http://www.octopus.com.hk/web09_include/document/en/privacy_policy_octopus.pdf for information on how your personal data is handled by OCL.

7 Governing Law

These Terms of Use shall be governed by the laws of Hong Kong. You and OCL 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 Terms of Use, its subject matter or formation.

8 Governing Version

OCL has provided a Chinese language translation of these Terms of Use for reference. If there is any discrepancy between the English and the Chinese versions, the English version shall prevail.

9 Rights of Third Parties

No person other than you and OCL shall have any right to enforce these Terms of Use.