

Octopus Terms of Use

This Sponsored Merchant Payment Service Agreement (Agreement) is made between Airwallex and you (Sponsored Merchant). This Agreement governs the Sponsored Merchant's acceptance of Octopus and Octopus Wallet payments for Approved Goods and Services in Hong Kong.

Capitalised terms have the meanings given in clause 1 or in Airwallex's online terms and policies incorporated by reference. This Agreement forms part of, and must be read together with, Airwallex's General Terms, Payments Terms, Local Payment Methods Processing Terms and Acceptable Use Policy, and any technical specifications or operational instructions notified by Airwallex from time to time. If there is any conflict or inconsistency, this Agreement prevails for the Octopus Payment Method.

1. Definitions

1.1 In this Agreement:

1.1.1 Approved Goods and Services means the goods and/or services the Sponsored Merchant is permitted to accept Octopus payments for under this Agreement, Airwallex's Acceptable Use Policy, and any restrictions notified by Airwallex.

1.1.2 Deduct Value Transaction means a deduction of value from an Octopus or an Octopus Wallet through Octopus-enabled equipment in respect of a purchase of Approved Goods and Services.

1.1.3 Octopus means the stored value facility issued by Octopus Cards Limited (OCL); Octopus Wallet means the network-based stored value account operated by OCL through the Octopus Mobile Application.

1.1.4 Octopus Payment Services means enabling holders of Octopus and Octopus Wallets to pay for Approved Goods and Services via Airwallex's local payment method integration with Octopus transaction systems.

1.1.5 OCL Operating Rules means any operating rules, guidelines, and procedures issued and updated by Octopus Cards Limited (OCL) from time to time.

1.1.6 Refund Request means a request by Airwallex to OCL (when enabled) to refund the relevant amount of value in a Deduct Value Transaction in accordance with OCL's refund processing specifications as notified by Airwallex.

1.1.7 Sensitive Information includes transaction data exchanged with OCL, interface specifications, encryption/decryption keys or passwords, Octopus Mobile Application-related software, Octopus identification numbers, Octopus Wallet numbers, and information of a confidential nature disclosed in connection with this Agreement.

1.1.8 Settlement Report means the daily report issued by OCL to Airwallex setting out Deduct Value Transactions, Total Transaction Value, applicable fees and the Net Entitlement Amount for the relevant transaction period.

1.1.9 Sponsored Merchant System means the Sponsored Merchant's systems, devices and software used to accept Octopus Payment Services, including any mPOS terminals and digital channels.

1.1.10 Tolerable Discrepancy means HK\$100 or such other amount notified by Airwallex.

1.1.11 Total Transaction Value means the total value deducted from Octopus or Octopus Wallets in Deduct Value Transactions in a transaction period.

2. Appointment and scope

2.1 Appointment. Airwallex enables the Sponsored Merchant, subject to OCL's approval, to accept Octopus and Octopus Wallet payments for Approved Goods and Services in Hong Kong.

2.2 Relationship. The Sponsored Merchant is solely responsible for the supply, quality, delivery and fulfilment of all Approved Goods and Services. Neither Airwallex nor OCL is a supplier to customers and neither assumes any responsibility or liability for goods or services offered by the Sponsored Merchant.

2.3 Commencement and use of Services. Commencement of Octopus Payment Services is subject to: (a) completion of onboarding, due diligence and ongoing monitoring to Airwallex's satisfaction; (b) OCL's approval of the Sponsored Merchant; and (c) the Sponsored Merchant's compliance with this Agreement, OCL Operating Rules, and Applicable Laws.

3. Sponsored Merchant obligations

3.1 Unique identifiers. The Sponsored Merchant must accept, maintain and use a unique identifier for each location, channel or account to identify parties conducting Deduct Value Transactions. Airwallex may disclose such identifiers to OCL.

3.2 Cooperation with enquiries. The Sponsored Merchant must cooperate with enquiries by Airwallex, OCL and applicable regulatory authorities and promptly provide, at no additional cost, information, records and transaction data related to Deduct Value Transactions within the timelines reasonably specified.

3.3 AML/CFT, sanctions and compliance. The Sponsored Merchant must implement and maintain appropriate AML/CFT controls, conduct ongoing monitoring and screening, and comply with applicable laws and Airwallex policies. The Sponsored Merchant must promptly notify

Airwallex of any suspicious or abnormal patterns, fraud or illegal activity related to Octopus transactions, and must cooperate with investigations and information requests relating to suspicious transactions and comply with any directions notified by Airwallex.

3.4 Change notifications. The Sponsored Merchant must notify Airwallex within 30 days of any material changes to information provided to Airwallex, including changes to ownership, directors, authorised representatives, business nature, country of operation, or other matters that may affect eligibility.

3.5 Use restrictions. The Sponsored Merchant may only use Octopus Payment Services to accept payment for Approved Goods and Services. The Sponsored Merchant must not use Octopus Payment Services in connection with: (a) goods or services provided by the Hong Kong Government; (b) transport-related services including car parks; (c) schools (other than retail shops such as tuck shops, bookstores or canteens within school premises); (d) gambling-related goods or services; (e) entertainment premises including chained karaoke, snooker clubs, arcade game centres, internet cafés and massage centres; (f) pornographic or escort services or illicit materials or activities; (g) goods/services involving cash or cash equivalents, including fund remittance, foreign currency exchange, top-up of other stored value facilities or payment means (other than single-purpose stored value facility), or any item that can be converted into or redeemed or exchanged for cash or cash equivalents; (h) self-service payment solutions on premises, including vending machines, unmanned kiosks and self-service photocopiers; or (i) any other goods/services that Airwallex notifies are inappropriate or restricted.

3.6 Non-solicitation. The Sponsored Merchant must not solicit or entice away any existing Octopus online merchant from OCL or OCL's other payment facilitators.

3.7 Anti-discrimination. The Sponsored Merchant must not charge any additional amount solely because a customer pays using Octopus Payment Services, nor discriminate or grant preferential treatment among holders of the same Class of Octopus or type of Octopus Wallet without prior written consent notified through Airwallex.

3.8 Systems and integration. The Sponsored Merchant System must be integrated with Airwallex's systems and remain fully operational. The Sponsored Merchant must promptly repair or replace faulty components and may not implement changes that could affect Octopus Payment Services (including user interface, payment sequence, exception messages, data integrity or process time) without prior written notice to, and approval from, Airwallex, including any certification or type approval that Airwallex requires. The Sponsored Merchant must comply with the OCL Operating Rules and any updates or instructions issued by Airwallex pursuant to the same.

3.9 Operational parameters. The Sponsored Merchant must ensure: (a) payment session timeouts are set between 10 and 30 minutes; (b) no zero funds transactions are performed; (c) no transaction amount checking or validation is undertaken that interferes with Airwallex or

Octopus transactions; and (d) its system, website, or mobile apps shall not apply any checking on transaction amounts (including payment, add-value, etc.). All Octopus transactions are in increments of HK\$0.10, and the Sponsored Merchant authorises, and must not do anything to prevent, Airwallex rounding all Octopus transactions to the nearest HK\$0.10.

3.10 Branding and visibility. The Sponsored Merchant must display OCL trade marks and logos as specified by Airwallex on digital channels and at points of acceptance, and place mPOS terminals in prominent locations so customers can view amounts deducted and remaining balances and hear an audible tone.

3.11 Sensitive Information and data privacy. The Sponsored Merchant must: (a) keep all Sensitive Information confidential; not retain it longer than necessary; securely delete or destroy it when no longer required and certify such deletion or destruction on request; (b) only use Octopus identification numbers and Octopus Wallet numbers for receipt reprinting and reconciliation; not use them for customer profiling or marketing; (c) comply with the Personal Data (Privacy) Ordinance (Cap. 486) and obtain all necessary consents for disclosure of personal data to Airwallex (and onward to OCL) for onboarding, compliance and transaction processing purposes; (d) immediately notify Airwallex of any security breach of Octopus transaction information or Octopus identification numbers and cooperate with Airwallex in notifying OCL; and (e) maintain an audit trail of access to, use of and erasure of Octopus transaction information and Octopus identification numbers and provide evidence of compliance on request. The Sponsored Merchant must follow OCL's security notices and operational guidelines (including incomplete transaction handling, enquiry functions and retry mechanisms).

3.12 Records retention. The Sponsored Merchant must keep a copy of data relating to all Deduct Value Transactions and any refund requests for at least 30 days after transmission to Airwallex or OCL, and longer if needed to resolve discrepancies or disputes.

3.13 Temporary suspension notice. If the Sponsored Merchant needs to suspend Octopus services for more than five Business Days, the Sponsored Merchant must give at least five Business Days' prior written notice to Airwallex setting out reasons and duration. Sponsored Merchant must comply with OCL and/or Airwallex's directions on service continuity. The Sponsored Merchant must provide Octopus services at all times except for limited periods due to major system upgrades, premise relocation, renovations or seasonal closures.

4. Service fees, settlement and set-off

4.1 Service fee ranges. Service fees charged by Airwallex may be amended from time to time. Different fees may apply depending on a number of factors, including, but not limited to (a) whether a physical retail outlet with mPOS terminal is used; (b) payments are made on an online or mobile platforms (excluding online or mobile gaming); (c) whether payments are made in connection with online or mobile gaming platforms.

4.2 Settlement. Airwallex will settle to the Sponsored Merchant the amounts payable in respect of Deduct Value Transactions, less applicable fees, charges and other amounts due, in accordance with Airwallex's Local Payment Methods Processing Terms and commercial arrangements. Airwallex may withhold funds as reasonably necessary to manage risk, reserves, refunds, adjustments, disputes, investigations and compliance.

4.3 Set-off. Airwallex may set off any amounts owed by the Sponsored Merchant (including fees, refunds, adjustments, reserves, disputes, administrative fees, compensation demanded by OCL arising from the Sponsored Merchant's fraud, negligence or default, and taxes) against amounts otherwise payable to the Sponsored Merchant.

4.4 Taxes. The Sponsored Merchant is responsible for all taxes applicable to it in connection with Octopus transactions.

5. Settlement reports, discrepancies and operational support

5.1 Settlement reports. Airwallex will distribute reports to the Sponsored Merchant.

5.2 Discrepancy claims. The Sponsored Merchant must promptly review settlement information communicated by Airwallex and raise any discrepancies within 30 days of receipt. Only one discrepancy claim may be submitted per Settlement Report and no claim may be submitted unless the estimated amount in dispute exceeds the Tolerable Discrepancy. Administrative fees of HK\$100 or 2% of the disputed amount (whichever is higher, capped at HK\$500) may apply to late or invalid claims, as notified by Airwallex.

5.3 Operational support. The Sponsored Merchant must respond to Airwallex escalations regarding customer enquiries, disputes or complaints within three (3) Business Days and cooperate with Airwallex's instructions for investigations, exception handling, settlement, refunds, change requests and claims.

6. Refunds

6.1 Availability. If Airwallex and OCL enable payment refund functionality, refunds to Octopus or Octopus Wallet holders may be facilitated in accordance with refund specifications notified by Airwallex. The Sponsored Merchant must comply with any refund specifications and cooperate in providing information needed for refund processing.

6.2 OCL discretion. Refunds are subject to approval by OCL. OCL may accept or reject any Refund Request at its discretion. OCL's decision is final for processing through the Octopus systems. If a refund cannot be completed during the applicable collection period or otherwise, refund requests and value may be returned. Refunds will be available for customer collection for 90 days from the date of the Refund Request.

6.3 Customer notice. The Sponsored Merchant must assist Airwallex in notifying customers of refund collection periods and expiry, and otherwise facilitate refund arrangements as requested.

6.4 Fees non-refundable. Any fees charged on the original transaction are not refundable in respect of refunded amounts.

7. Suspension and termination

7.1 Suspension. Airwallex may suspend the Sponsored Merchant's Octopus Payment Services immediately if: (a) the Sponsored Merchant breaches this Agreement or Applicable Laws; (b) Airwallex or OCL detects suspicious or fraudulent transactions, illegal or undesired activities or illicit goods or services being transacted; (c) the integrity or security of the Sponsored Merchant System or connection to Octopus systems is jeopardised or compromised, or Airwallex considers its or OCL's reputation is or will be compromised; or (d) required by law, direction of any regulatory authority, or instruction by OCL.

7.2 Cessation. Airwallex or OCL may at any time determine that the Sponsored Merchant must cease engaging in Octopus Payment Services on any digital platform or premises or in their entirety. Upon notice, the Sponsored Merchant must cease within the timeframe specified in the notice, including immediate cessation where required.

7.3 Effect of termination. Termination or suspension does not affect settlement of completed transactions up to the date of termination, subject to set-off and applicable reserves. Upon cessation, the Sponsored Merchant must promptly uninstall, disable, delete or destroy any software or system components relevant to Octopus acceptance and follow Airwallex's instructions to disable acceptance, remove OCL branding, and disable any keys, connections and properties related to Octopus.

7.4 Notice & Expenses in connection with Termination. Sponsored Merchants shall, at its own costs and expenses, give reasonable notice to their customers (reasonable in terms of, among other things, the length of notice period and the manner of bringing such notice to the attention of its customers) that they will cease providing the Payment Service. Sponsored Merchants must provide assistance as reasonably requested by Airwallex to facilitate smooth termination and transition of Octopus payment services.

8. Intellectual property and branding

8.1 OCL IP. OCL is the owner of the names "Octopus" and "Octopus Wallet", related logos, trade marks and other intellectual property, Octopus identification numbers and Octopus Wallet numbers, and specifications and documentation connected with Octopus systems. The Sponsored Merchant must not use OCL IP except as permitted by this Agreement and branding

guidelines notified by Airwallex, and must not refer to OCL for any other purpose without prior written consent notified through Airwallex.

8.2 Display requirements. The Sponsored Merchant must display OCL's trade marks and logos on its digital channels and at points of acceptance as specified by Airwallex and in accordance with applicable branding guidelines.

9. Liability, indemnity and risk allocation

9.1 No supply liability. The Sponsored Merchant is solely responsible to its customers for the supply of goods and services and all related customer service, fulfilment and delivery. Neither Airwallex nor OCL is liable for the supply or quality of goods or services.

9.2 Limitations. Subject to Airwallex's online terms, neither party is liable to the other for indirect or consequential loss, loss of profits or revenue, loss of contracts or special or punitive damages arising out of or in connection with Octopus Payment Services.

9.3 Sponsored Merchant indemnity. The Sponsored Merchant indemnifies Airwallex against all losses, damages, liabilities, costs and expenses suffered or incurred by Airwallex as a result of or in connection with: (a) the Sponsored Merchant's breach of this Agreement or applicable laws; (b) any claims by third parties arising out of or in connection with Deduct Value Transactions for which the Sponsored Merchant accepted payment, including settlement and delivery of goods or services; (c) any unauthorised acts related to Octopus Payment Services due to the Sponsored Merchant's fraud, negligence or default, including unauthorised use of systems, terminals or data links; and (d) any amounts reasonably suffered or incurred by Airwallex and demanded by OCL arising from or in connection with the Sponsored Merchant's fraud, negligence, default or unauthorised acts; provided that disputed amounts will be handled in accordance with clause 5.2.

9.4 Non-reliance. The Sponsored Merchant represents and warrants it has not relied on any representation, warranty or statement other than as expressly set out in this Agreement and Airwallex's online terms.

10. Confidentiality and disclosures

10.1 Materials. The Sponsored Merchant acknowledges that any materials exchanged between Airwallex and OCL are confidential to those parties. The Sponsored Merchant must not request, obtain, disclose or use any such materials, and must not make any representation to customers or third parties that relies on or references them.

11. Priority and incorporation

11.1 Priority & Relationship with OCL. This Agreement supplements and forms part of the Sponsored Merchant's agreement with Airwallex. It does not affect any rights or obligations under any other agreement with Airwallex, except to the extent expressly stated for Octopus Payment Services. The Sponsored Merchant releases OCL from, and acknowledges that OCL has no liability in connection with this Sponsored Merchant agreement.

11.2 Notwithstanding any provisions in this Agreement, the Airwallex shall not restrict or prevent any of its Sponsored Merchants, in any way, from directly contacting, contracting and/or engaging OCL in relation to the appointment of such Sponsored Merchants as a service provider.