

MTR · CARE TERMS AND CONDITIONS

This Agreement applies as between you, the user of "MTR · Care" application and any related websites or other online/digital platforms that MTRCL may operate for or in connection with MTR · Care (collectively, the "Application") and MTR Corporation Limited (香港鐵路有限公司) ("MTRCL", "we", "our" or "us"), the owner of the Application.

Your acceptance of this Agreement is deemed to occur upon your clicking of the "DOWNLOAD" or "INSTALL" button to get the Application or your clicking of the "AGREE AND START" button to start using the Application. If you do not agree, you should not download or use the Application and remove it from your mobile device.

1. Grant of Licence

1.1. MTRCL grants you a personal, limited, non-exclusive, non-transferable, and revocable licence to use a single copy of the Application on a single mobile device primarily used by you for your personal non-commercial use only. You may terminate this Agreement at any time by uninstalling the Application and destroying all copies in your possession. MTRCL fully reserves all rights not expressly granted under this Agreement, and may terminate this Agreement at any time upon your breach.

1.2. MTRCL may, at any time without notice, impose access or usage limitations, change or stop providing the Application (or any parts thereof) to any Users.

2. Ownership of the Application

2.1. MTRCL own, retain and reserve all rights, title and interests (including but not limited to all intellectual property rights) on all texts, graphic images, photos, logos, icons, sound clips, video clips, data compilations, page layout, underlying code (including object and source codes), software and any other materials in and to the Application (collectively, the "Content"), except those in Third Party Materials and/or Third Party Links/Platforms (if any).

2.2. You will not, nor allow any third parties to, (i) make, issue and distribute copies of the Application and/or its Content, or (ii) copy, reproduce, alter, modify, reverse engineer, disassemble, decompile, transfer, exchange, adapt, or translate the Application and/or its Content (whether in whole or in part), or (iii) create any new or derivative works of the Application and/or its Content (whether in whole or in part) of any kind whatsoever, or (iv) attempt to do any of the foregoing prohibited acts.

2.3. You may not use the Application for any purpose which is unlawful, abusive, defamatory, indecent, obscene, threatening, inappropriate, infringing any rights of MTRCL and/or any other third parties in any way or otherwise incites hatred or discrimination whatsoever.

3. Using the Application

3.1. Charges (including roaming charges) imposed by your mobile service provider may apply. You are responsible for these charges. The Application is primarily provided over the internet and/or mobile networks, so the quality and availability of the Application may be affected by factors outside MTRCL's reasonable control.

3.2. You must not use the Application on any mobile device or operating system that has been modified outside the vendor-supported or vendor-warranted configurations (i.e. commonly referred as "jail-broken" or "rooted").

4. Privacy

4.1. Use of any personal data for or in connection with the Application (if any) is governed by our relevant personal information collection statements. We will notify and post updates on the Application. Please read them to understand our privacy policy and practices.

5. Limitation of liability

5.1. Any access to or use of the Application and any information therein are at your own risk. To the maximum extent permitted under applicable laws, MTRCL and our Subsidiaries fully disclaims any and all representations and warranties for or in relation to Application and/or its Contents (such as without limitation, with respect to its usefulness, availability, accuracy, reliability, fitness for purpose, quality, title, non-infringement, completeness).

5.2. To the maximum extent permitted under applicable laws, MTRCL and our Subsidiaries shall not be responsible or liable for any direct, indirect, consequential, exemplary or special losses, damages, costs or expenses (including but not limited to legal expenses) of any character, nature or kind whatsoever, arising out of, from or in connection with the Application, including but not limited to loss or misuse of any personal data or other information/data, or fraud by any other person in relation to the Application.

5.3. Any dealings that you may have with any Affiliates and/or their products/services on or through the Application (if any), or your participation and dealings in any promotions or other activities of any Affiliates (if any), are solely between you and the relevant Affiliates concerned.

Any Third Party Materials, Links and/or Platforms presented in the Application (if any) are for your general information only, and do not constitute our endorsement of them. MTRCL and our Subsidiaries are not responsible or liable in any way for the foregoing. Any Users' disputes, actions and/or recourse on the foregoing should be directly sought against the relevant Affiliates concerned.

5.4. Nothing in this Agreement shall exclude or limit MTRCL's liability for death or personal injury caused by MTRCL's negligence.

6. Indemnity

6.1. You hereby agree to indemnify in full and on demand, and to hold MTRCL and our Subsidiaries, as well as its/their officers, directors, agents and employees, harmless from and against any losses, claims, liabilities, damages, demands, costs and/or expenses (including all legal fees and expenses) that may be incurred or suffered by us and/or any of the foregoing parties (whether directly or indirectly) caused by, in connection with or otherwise arising from your breach of this Agreement, and/or your access to or use of this Application. We may, if necessary, participate in the defence of any claims, disputes or actions against us or any of the foregoing parties and/or negotiations for settlement. No settlement that in our opinion may adversely affect our rights or obligations shall be made without our prior written approval. We fully reserve the right to assume exclusive defence and control of the conduct of any such claims, disputes or actions.

7. Miscellaneous

7.1. General. Save for any written waiver by MTRCL, failure of MTRCL to exercise or enforce any right or provision of this Agreement will not constitute as its waiver. MTRCL may revise this Agreement at any time and will use reasonable efforts to notify you of any important changes made to this Agreement by appropriate method. Your continued use of the Application after our relevant notification will constitute your acceptance of such changes. If you do not agree with any changes, please refrain from using the Application. If any term of this Agreement shall be unlawful or unenforceable under applicable laws, that term will be deemed severed without affecting the validity or enforceability of any remaining terms. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by MTRCL without restriction. This Agreement (and any revisions thereof as may be made by MTRCL) forms the entire agreement between you and MTRCL relating to the subject matter herein.

7.2. Third Parties. Except for MTRCL's Subsidiaries, any person not a party to this Agreement shall have no right to enforce any of the provisions hereunder under the Contract (Rights of

Third Parties) Ordinance (Chapter 623). For any third party rights conferred by this Agreement, their consent is not required to rescind or vary this Agreement.

7.3. Governing Law and Jurisdiction. This Agreement, and any disputes or claims arising from, out of or in relation to it (whether contractual or non-contractual), shall be governed by and construed in accordance with the laws of Hong Kong. You hereby irrevocably submit to the exclusive jurisdiction of the Hong Kong courts.

7.4. Notices. Notices or other communication on this Agreement shall be made to MTRCL, in writing and sent by facsimile, personal delivery, or post to the below address or any such other address as MTRCL may nominate from time to time:

MTR Corporation Limited (Ref: MTR · Care)

Address: MTR Headquarters Building, Telford Plaza, Kowloon Bay, Kowloon, Hong Kong

Facsimile: (852) 2798 8822

8. Definition and Interpretation

8.1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:-

(i) "MTR · Care" means the mobile application operated by MTRCL that provides news, offers, discounts, notices, advertisements, and information from MTRCL and their relevant Subsidiaries and/or Affiliates;

(ii) "User" means any individuals who have successfully downloaded, installed and accepted this Agreement to access and use the Application;

(iii) "MTR Malls" means any malls, shopping centres and related premises and facilities that may be managed or operated by MTRCL and/or their relevant Subsidiaries from time to time;

(iv) "MTR Shops" means any shops operating at any MTR stations in Hong Kong;

(v) "Subsidiaries" means relevant subsidiaries of MTRCL, including but not limited to, Ngong Ping 360 Limited, Octopus Holdings Limited, Octopus Cards Limited, TraxComm Limited and MTR Travel Limited, but excluding any Subsidiaries which operate in the European Union;

(vi) "Affiliates" means any Merchants of any of the MTR Malls and/or MTR Shops, and/or any third party merchants, advertisers, service providers and business partners of the relevant Marketing Subjects for products and/or services offered on or via the Application;

(vii) "Marketing Subjects" means any products and services of or relating to any of the following industries and business fields: retail, entertainment, leisure and sports, fashion and accessories, lifestyle, clothing and related services, catering, food and beverages, homeware and household products, beauty, hairstyling, healthcare, health and wellness, pharmaceuticals, medical and

veterinary, transportation, travel and tourism, banking, monetary and financial, electronic payment and commerce, games and gaming, media and public relations, advertising, digital and information technology, communications, telecommunications, education and training, environmental, publication, exhibition, recruitment, property, logistics, security, cleaning and laundry, and charity and non-profit;

(viii) "Third Party Materials" means any in-app contents, information, materials or advertisements that may be created, offered and provided by any Affiliates (or any third party on their behalf) in the Application;

(ix) "Third Party Links/Platforms" means any links that may, from time to time, be made available in the Application to any websites, applications, online platforms and/or resources created, provided, operated and managed by any Affiliates (or any third party on their behalf);

(x) "Website" means the website located at the URL <http://www.mtr.com.hk>, and any other domain names, websites and online platforms as may be registered, managed and operated by MTRCL, including the dedicated websites related to MTR · Care.

8.2. In the event of any inconsistencies, differences or conflicts between the English and Chinese versions of this Agreement, the English version will prevail.

Data Collection Statement for Guest/Anonymous Users of MTR · Care

This Data Collection Statement (this "Statement") sets out our general practices and policies for handling data collected and used for the Application for guest/anonymous Users of MTR · Care. Any defined terms in this Statement shall adopt the same definitions contained in "MTR · Care Terms and Conditions". In the event of conflicts or inconsistencies between the different language versions of this Statement, the English version shall prevail.

1. Data Collection of Guest/Anonymous Users

1.1 No personal data will be collected and used by MTR · Care for guest/anonymous Users. Any data that may be collected and used will be on anonymous basis or otherwise only relate to certain information about your device, and does not personally identify you (collectively, "Anonymous Data"), including the following:

Mandatory data:

- Device information (e.g. operating system)
- Settings and usage of the Application (e.g. browsing activities, cookies)

Voluntary data:

- One-off access of current location of your device

1.2 With your device location, MTR · Care can provide you with better experience, such as by automatically identifying your nearby station. Your device will not store location records on MTR · Care without your authorisation. You can control how MTR · Care can access your device locations through your device's operating system.

2. Purposes of Collection and Use of Anonymous Data

2.1 We may collect, handle and store Anonymous Data for the following purposes:-

- a. Administration, management and improvement of the Application, its operation and functionalities (including but not limited to through research, surveys, or other statistical analysis);
- b. Arrangement and provision of the relevant Contents, and service or promotional communications of MTRCL and/or any of the relevant Subsidiaries or Affiliates;
- c. For relevant legal compliance purposes and protection/enforcement of rights and interest of MTRCL and its Subsidiaries; and/or
- d. Other purposes ancillary or directly related to any of the above.

3. Disclosure and Transfer of Anonymous Data

3.1 We may need to disclose, transfer or assign Anonymous Data (i) to any person to whom MTRCL is under obligation to disclose under applicable laws, or (ii) to any agent, advisor, auditor, consultant and/or third party contractor/service provider who processes any Anonymous Data for and on our behalf, or (iii) in the event of changes to MTRCL's relevant business.

4. Third Party Materials and/or Links/Platforms in the Application

4.1 The Application may contain Third Party Materials and/or Third Party Links/Platforms. If so, please refer to those third parties' privacy policies to protect your own privacy.

5. Use of application settings and usage tools

5.1 When you access or use the Application, we may use cookies, beacons and/or other available unique application settings and usage tools to identify your device and browsing activities for operating, managing and improving the Application. In order for the Application to work properly, it is not possible to disable these tools. If you do not agree to our use of these tools, you should not use the Application.

6. Questions and Complaints

6.1 If you have any questions about this Statement, please contact us at:

MTR Corporation Limited

MTR Headquarters Building

Telford Plaza

Kowloon Bay

Kowloon, Hong Kong

Attention: Personal Data Privacy Officer

Legal-General Department

(Marked Confidential and " MTR · Care")

E-mail: PDPO@mtr.com.hk

Version: 8 November 2022

“關愛共乘”應用程式條款及細則

本協議為閣下（作為“關愛共乘”應用程式及任何可能由港鐵公司營運或與“關愛共乘”應用程式有關的相關網頁或其他線上/數碼平台(統稱「本程式」)之用戶)與香港鐵路有限公司（作為本程式的擁有人(下稱「港鐵」、「港鐵公司」、「我們的」或「我們」)）之間的協議。

當閣下點擊「下載」或「安裝」按鈕以獲取本程式時或點擊「同意並開始」按鈕去開始使用本程式，即代表閣下已同意本協議。如果閣下不同意本協議，請勿下載或使用本程式，並立刻將本程式從閣下的移動設備移除。

1. 許可授權

1.1 港鐵公司授權閣下個人、有限、非專有、不可轉讓及可撤銷的許可，於閣下一部主要使用的移動設備上，僅就閣下的個人及非商業用途，使用本程式之單一複本。閣下可以隨時透過移除本程式及銷毀其具有的所有複本以終止本協議。港鐵公司完全保留所有在本協議中未有明確授予的權利。若閣下違反本協議之任何條款，港鐵公司保留隨時終止本協議的權利。

1.2 港鐵公司可在無須向閣下通知的情況下，隨時設立連接或使用限制、更改或停止提供本程式（或其任何部份）予任何用戶。

2. 本程式之擁有權

2.1 港鐵公司擁有及保留所有本程式內的文本、圖像、照片、標誌、圖標、聲帶、影像、數據彙編、版面、程式碼（包括目標代碼及源代碼）、軟件及任何其他資料及資訊（統稱「內容」）的權利、所有權和權益（包括但不限於知識產權），但第三方內容及/或第三方連結/平台除外(如有的話)。

2.2 閣下不會或不會容許第三方(i) 製造、分發或發佈本程式及/或其內容的複本，(ii)複製、複寫、更改、修改、逆向工程、拆解、反編譯、轉讓、交換、改編或翻譯本程式及/或其內容(不論全部或部分)，或(iii) 創造本程式及/或其內容(不論全部或部分)之任何形式的全新或衍生作品，或(iv) 企圖進行任何以上列明禁止的行為。

2.3 閣下不可使用本程式作任何非法、濫用、誹謗、不雅、淫穢、威脅、不當、以任何方式侵犯港鐵公司及/或任何其他第三方的任何權利、或以任何方式煽動仇恨或歧視的用途。

3.使用本程式

3.1 閣下的移動服務供應商可能會徵收費用（包括漫遊費用），而閣下需承擔該等費用。本程式主要透過互聯網及/或移動網絡提供，所以本程式的品質及可用性可能被港鐵公司合理控制範圍外的其他因素影響。

3.2 閣下不得使用本程式於任何改動供應商支援或保養設定（即常稱為 "Jail-broken" 或 "rooted"）的移動設備或操作系統。

4. 私隱政策

4.1 本程式使用任何個人資料的事宜(如有的話)將受我們相關的個人資料收集聲明所規限。我們將透過本程式通知和發佈任何更新該等聲明的事宜。請細閱以了解我們的私隱政策和做法。

5. 免責條款

5.1 就任何連接或使用本程式及其任何內容，閣下需自行承擔風險。在最大限度的適用法律許可範圍內，港鐵公司及我們的附屬公司不會就或有關本程式及/或其內容（當中包括但不限於就其有用性、可用性、準確性、可信性、適用性、品質、擁有權、非侵權及完整性）作任何及所有陳述和保證。

5.2 在最大限度的適用法律許可範圍內，港鐵公司及我們的附屬公司均不會負責或承擔任何因本程式或由本程式產生或所引起之任何直接、間接、相應、懲罰性或特別損失、損害、費用或支出（包括但不限於法律開支），不論其性質、類型或類別，當中包括但不限於任何個人資料或其他資料/數據的遺失或誤用，或任何人就本程式進行的欺詐行為。

5.3 閣下在或透過本程式與任何合作伙伴及/或其產品/服務進行的任何交易(如有的話)，或閣下參與任何合作伙伴之任何推廣或其他活動及相關交易(如有的話)，僅屬閣下與有關合作伙伴雙方之間的事宜。本程式提供的任何第三方內容、連結及/或平台(如有的話)僅為閣下提供一般資訊，但並不構成港鐵公司認可該等資訊。港鐵公司及我們的附屬公司均不會就前述的任何事項負責或承擔任何法律責任。任何用戶就前述任何事項的糾紛、法律行為及/或追索權事宜，應直接訴諸於有關合作伙伴處理。

5.4 本協議任何內容均不會排除或限制港鐵公司對於因其疏忽引致的死亡或人身傷害所需承擔的法律責任。

6. 彌償保證

6.1 閣下同意完全及按要求彌償並使港鐵公司、我們的附屬公司以及所有上述公司之人員、董事、代理人及員工免受我們及/或上述各方（不論直接或間接）因閣下違反本協議及/或連接或使用本程式引致、招致或蒙受的任何損失、申索、責任、損害、要求、費用及/和支出（包括所有法律費用及支出）。如有必要，我們可以參與辯護針對我們及/或任何上述各方的任何申索、糾紛或訴訟及/或和解談判。未經我們事先書面同意，閣下不得達成我方認為可能對我方權利或義務產生不利影響的和解。我們完全保留對任何此類申索、訴訟或訴訟行使獨家辯護和控制的權利。

7. 其他

7.1 一般：除非港鐵公司作出任何書面豁免，港鐵公司未能行使或執行本協議所賦予的權利和補償不應詮釋為放棄該權利和補償。港鐵公司可隨時修改本協議，並將盡合理的能力以適當的方式通知閣下有關本協議的重要修訂。若閣下於我們相關通知後仍繼續使用本程式，則代表閣下接受有關修訂。如果閣下不接受有關修訂，請停止使用本程式。若本協議的任何條款屬不合法或於適用法律下不可執行，該條款則視為從本協議分割而不損害其他餘下條款的有效性及可執行性。本協議及其所賦予的任何權利和許可，閣下皆不可轉移或轉讓，但港鐵公司的轉讓不受此限。本協議（及港鐵公司就本協議作出的任何修訂）是閣下與港鐵公司之間為本協議項下事宜所定下的完整協議。

7.2 第三方：除港鐵公司之附屬公司外，任何非本協議一方的人均無權就《合約(第三者權利)條例》(第 623 章) 執行本協議內的任何條款。就任何本協議授予第三方的權利，均無須在獲得其同意的前提下撤銷或更改本協議。

7.3 管轄法律及管轄權：本協議，及任何因本協議所引起、產生或衍生的糾紛或申索（不論屬合約或非合約性質），均受香港法律所管轄並按香港法律闡釋。閣下在此確定其不可撤銷地同意受香港法院的專屬管轄。

7.4 通知：有關本協議向港鐵公司所作出的通知或其他通訊將以書面形式及透過傳真發送、親身遞交、或郵寄至下列地址或港鐵公司不時指明的任何其他地址：

香港鐵路有限公司（註：“關愛共乘”應用程式）

地址：香港九龍九龍灣德福廣場港鐵總部大樓

傳真：(852) 2798 8822

8. 定義及釋義

8.1 在本協議中，除文意另有所指外，否則下述的文字及詞語將具有下列所述的含意：-

- (i) 「“關愛共乘”應用程式」是指由港鐵公司營運的移動設備應用程式。該程式提供港鐵公司及其相關附屬公司及/或合作伙伴的最新消息、獎賞、折扣、公佈、廣告及資訊；
- (ii) 「用戶」是指任何已成功下載、安裝及同意本協議而連接及使用本程式的個別人士；
- (iii) 「港鐵商場」是指任何不時由港鐵公司及/或其相關附屬公司管理及經營的商場、購物中心及相關產業及設施；
- (iv) 「港鐵車站商店」是指在任何於香港的港鐵車站內經營的任何商店；
- (v) 「附屬公司」是指與港鐵公司相關的附屬公司，其中包括但不限於昂坪 360 有限公司、八達通控股有限公司、八達通卡有限公司、TraxComm Limited 及香港鐵路旅遊有限公司，但不包括於歐盟範圍內營運的附屬公司；
- (vi) 「合作伙伴」是指於任何港鐵商場及/或港鐵車站商店的任何商戶，及/或任何在或透過本程式提供相關市場營銷對象的產品及/或服務之第三方商家、廣告客戶、服務營辦商及商業伙伴；
- (vii) 「市場營銷對象」是指任何屬於下列行業或商業範疇或與有關的產品及服務，即：零售、娛樂、休閒和運動、時尚及飾物、生活品味、服飾及相關服務、餐飲、飲食、家庭用品及家居產品、美容、理髮、醫療保健服務、健康及保健、藥劑、醫療及獸醫、交通運輸、旅行及旅遊、銀行、金融及財經、電子付費及信息技術、遊戲、媒體及公共關係、廣告宣傳、數碼及信息科技、通訊、電訊、教育及培訓、環境、出版、招聘、地產、物流、保安、清潔及洗衣及慈善及非牟利的產品及服務；
- (viii) 「第三方內容」是指任何合作伙伴（或第三方為該等合作伙伴）可能創作、推出及提供任何在本程式內顯示的內容、資訊、材料或廣告；
- (ix) 「第三方連結/平台」是指任何可能不時在本程式內提供及包含的連結，而該等連結可能導向由任何合作伙伴（或第三方為該等合作伙伴）創作、提供、經營及管理的網頁、應用程式、數碼/線上平台、及/或資源；
- (x) 「網頁」是指位於以下網址 <http://www.mtr.com.hk> 的網頁，及其他由港鐵公司登記、管理及營運的網域名稱、網頁及線上平台，當中包括與“關愛共乘”應用程式相關的指定網頁。

8.2 若本協議的中文或英文版本之間出現抵觸、不一致或衝突，將以本協議的英文版本為準。

“關愛共乘”應用程式訪客/匿名用戶資料收集聲明

本資料收集聲明（下稱「本聲明」）旨在說明我們一般處理“關愛共乘”應用程式所收集和使用訪客/匿名用戶資料的方法及條款。本聲明的任何術語將採用與「“關愛共乘”應用程式條款及細則」相關術語的相同定義。若本聲明之不同語文版本之間出現衝突或抵觸，將以本聲明的英文版本為準。

1. 訪客/匿名用戶資料的收集

1.1 “關愛共乘”應用程式不會收集及使用訪客/匿名用戶的個人資料。任何可能收集及使用的資料將屬匿名形式，或僅與閣下的設備有關的資料，而該等資料不能識別閣下（統稱「匿名資料」）。匿名資料包括以下各項：

必須資料：

- 設備信息（例如操作系統）
- 本程式的設置和使用設定（例如小型文字檔案(cookies)，瀏覽歷史紀錄）

非必須資料：

- 一次性連接設備的當時位置

1.2 設備位置可令我們為閣下提供更好的服務體驗，例如自動識別閣下就近的港鐵站位置。閣下的設備將不會在未獲取閣下授權的情況下在“關愛共乘”應用程式儲存位置紀錄。閣下可隨時於其設備的操作系統，控制本程式連接其設備位置資訊的權限。

2. 收集及使用匿名資料的用途

2.1 我們可能就下列用途收集、處理及儲存匿名資料：

- a. 操作、管理及優化本程式、其操作及功能（包括但不限於透過研究、調查或其他統計分析）；
- b. 安排和提供港鐵公司及/或任何有關附屬公司或合作伙伴的相關內容以及服務或推廣通訊；
- c. 為遵從有關法律法規及/或保障港鐵公司就其權利及利益的保護及執行；及/或
- d. 其他與上述用途有直接聯繫或附帶用途的目的。

3. 匿名資料的披露及轉移

3.1 我們可能需要在下列情況下將匿名資料披露、轉移或轉讓：(i) 至任何港鐵公司按適用法律需作出披露的任何人士、或 (ii) 至為或代表我們處理匿名資料的任何代理人、參事、核數師、顧問及/或第三方承包商/服務提供商，或 (iii) 涉及港鐵公司相關業務變化的時候。

4. 本程式中提供的第三方連結/平台之連結

4.1 本程式內提供的內容及/或連結可能包含第三方內容/或第三方的連結/平台。如有的話，請閣下參閱該等第三方內容及/或第三方連結/平台的私隱政策以保障閣下的私隱。

5. 識別設置和使用設定工具的使用

5.1 當閣下連接或使用本程式時，我們可能會使用小型文字檔案(cookies)、信標及/或其他相關特殊識別設置和使用設定工具識別閣下的設備及有關瀏覽活動、以操作、管理及改善本程式。為了使本程式正常運作，該等工具均無法關閉。假如閣下並不同意我們使用該等工具，則應停止使用本程式。

6. 查詢及投訴

6.1 若閣下對本聲明有任何疑問，請透過以下方式聯絡我們：

香港鐵路有限公司

香港九龍九龍灣德福廣場港鐵總部大樓

致 個人資料私隱專員

法律——常務部

(請註明機密及「“關愛共乘”應用程式」)

電郵地址：PDPO@mtr.com.hk

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