

- (b) If you are currently using AAVS on your Octopus and would like to apply for AAVS to be linked to a second or third Octopus whose AAVS function has never been enabled, there will be no fee for such application(s).
- (c) If you are applying for AAVS and a Personalised Octopus, the cost associated with obtaining a Personalised Octopus is HK\$100 which includes a HK\$50 deposit, HK\$30 initial stored value and HK\$20 administrative fee for the issue of the Personalised Octopus. The application cost will be charged to the AAVS Account.
- (d) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS and/or Personalised Octopus by all the Applicants in section B of this application form.
5. **Conditions of Issue of Octopus and Octopus Automatic Add Value Agreement**
The use of an Octopus and the AAVS are subject to the terms of the Conditions of Issue of Octopus (the "Conditions of Issue") and the AAVS Agreement we publish (as amended from time to time), and these terms of application ("Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement and these Terms, these Terms shall prevail.
By signing this application form, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement are distributed to the Applicants together with this application form. Copies of the Conditions of Issue can be obtained from us or downloaded from our website at www.octopuscards.com.hk.
6. **Card Loss**
You agree that if you lose your Octopus linked with AAVS or your Personalised Octopus, you shall report such loss to us immediately by calling the Octopus Lost-card Hotline (2266 2266). You, as the AAVS Account Holder or the relevant Octopus Holder, shall be liable for the aggregate value added to the lost Octopus by the AAVS within 3 hours after the loss report, but such liability shall be limited to the daily maximum automatic add value amount as stipulated by us from time to time.
7. **Return of Personalised Octopus**
You agree that we are entitled to deduct HK\$10.00 (or such other reasonable amount as we may determine from time to time) as the refund handling fee from the deposit when you return your Personalised Octopus to us.
8. **Uncollected Personalised Octopus**
(a) Following the approval of your application for a Personalised Octopus and AAVS, you will be notified how to collect your Personalised Octopus.
(b) If you do not collect the Personalised Octopus within six months from the notification, we shall destroy your Personalised Octopus, and forfeit the deposit and any remaining value stored in your Personalised Octopus.
9. **Personal Data**
It is necessary for each of the Applicants to provide his/her personal data to us in connection with obtaining the AAVS and the Personalised Octopus. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS or issue a Personalised Octopus for his/her use.
By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement.
10. **English Version Prevails**
In case of any discrepancy between the English and Chinese versions of this Terms of Application, the English version shall prevail.

「八達通自動增值」服務及個人八達通 申請表

本「八達通自動增值」服務及個人八達通申請表可為一個或多個八達通卡或產品(「八達通」)申請「八達通自動增值」服務(「自動增值服務」)及申請個人八達通。

申請條款

- 「自動增值服務賬戶」、「自動增值服務賬戶持有人」及「八達通持有人」的定義
就八達通自動增值協議(「自動增值協議」)及此申請表而言:
「自動增值服務賬戶」即指此申請表甲部內所指的信用卡賬戶,或不時由大新銀行或自動增值服務賬戶持有人通知八達通有限公司(「本公司」)的其他信用卡賬戶。
「自動增值服務賬戶持有人」即指此申請表甲部內的人士。
「八達通持有人」即指此申請表乙部內的人士。
- 申請資格
(a) 如閣下是年滿18歲之大新信用卡客戶,可為你個人擁有的八達通(合計最多三張)申請自動增值服務,但須分別透過不同的金融機構辦理。同時你也可為年滿12歲親友(你與親友下列統稱為「申請人」)的八達通(合計最多三張)申請自動增值服務。
如八達通持有人憑其他八達通申請自動增值服務,亦須透過不同的金融機構辦理。此外,每張八達通只可申請一項自動增值服務。
(b) 申請人於申請自動增值服務時,均須持有八達通或可憑此申請表同時申請個人八達通。而申請人使用八達通時的自動增值費用,則會於自動增值服務賬戶內扣除。
- 申請自動增值服務及個人八達通
(a) 已持有八達通及不用申請個人八達通之申請人,須於此申請表內填上其八達通的8或9位之編號並填妥此申請表。申請一經本公司接納,有關之八達通將以申請人之名登記並與自動增值服務賬戶連繫。申請人將獲專函通知其申請已獲成功批核,若八達通的自動增值功能尚未啟動,申請人須前往有關車站內之客務中心或售票處啟動自動增值功能。

- (b) 如欲申請個人八達通(但不包括有學生身份記錄之個人八達通),申請人可於此申請表內適當的空格內選擇申請個人八達通。
- (c) 所有附有自動增值功能之八達通及個人八達通均不得轉讓予他人或借給他人使用。
- (d) 如申請人持有有學生身份記錄之個人八達通,申請人可用本申請表申請自動增值服務。如申請人希望將學生身份記錄於個人八達通上,則必須透過所就讀院校或有關交通機構(如指定車站之港鐵客務中心)申請。
- (e) 本公司保留不接受任何就自動增值服務及/或個人八達通申請之權利,而無須提供任何理由。
4. **費用**
(a) 首次申請自動增值服務的申請人,可獲豁免申請費用。然而,若憑已經或曾經啟動自動增值功能的八達通申請,本公司則會視是次申請為轉換金融機構或重新啟動自動增值功能,而收取HK\$20不可退還手續費。有關費用,將於自動增值服務賬戶內扣除。
(b) 若申請人正在使用附有自動增值功能的八達通,而欲為第二或第三張從未啟動自動增值功能的八達通申請自動增值服務,本公司則會豁免收取申請費用。
(c) 若閣下申請自動增值服務並同時申請個人八達通,個人八達通的收費為HK\$100,包括HK\$50按金、HK\$30儲值額及HK\$20不可退還手續費,上述費用將於自動增值服務賬戶內扣除。
(d) 作為自動增值服務賬戶持有人,閣下同意為申請表乙部的每項申請向本公司繳付有關費用。
5. **八達通發卡條款及八達通 自動增值協議**
使用八達通及自動增值服務必須接受由本公司不時公佈的八達通發卡條款(「發卡條款」)、自動增值協議及本申請條款所約束。若發卡條款、自動增值協議及本申請條款之間有任何不相符之處,則應以本申請條款為準。
申請人如簽署本申請表,即表示其同意遵守發卡條款、自動增值協議及本申請條款和其約束。自動增值協議的文本已與此申請表一併派發,發卡條款的文本可向本公司索取或於本公司網址(www.octopuscards.com.hk)下載。
6. **遺失八達通**
閣下同意如遺失附有自動增值功能之八達通或個人八達通,應即時透過八達通卡報失熱線(22662266)向本公司報失。自動增值服務賬戶持有人及有關之八達通持有人須負責支付在報失後3小時內有關八達通透過自動增值服務所增添的價值,但不會超過由本公司不時訂定之每日最高自動增值額。
7. **退還個人八達通**
閣下同意如退還個人八達通,本公司有權從按金中扣取HK\$10(或本公司全權決定的金額)作為退卡手續費。
8. **無人領取個人八達通**
(a) 下個人八達通和自動增值服務之申請被接納後,閣下將獲通知怎樣領取閣下之個人八達通。
(b) 若閣下未能於該通知起計六個月內領取閣下之個人八達通,本公司將會銷毀閣下之個人八達通,並沒收其按金及儲值餘額。
9. **個人資料**
如欲申請自動增值服務及個人八達通,每位申請人必須向本公司提供其個人資料。若申請人未能根據本申請表提供所需的個人資料,本公司將無法向其提供自動增值服務或/及發出個人八達通。申請人如簽署本申請表,即表示已細閱、明白及同意自動增值協議條款第33至40關於個人資料(私隱)條條目的通知。
10. **英文本為準**
若本申請條款的中、英文本之間有任何歧義,則應以英文本為準。

Section A – AAVS Account Holder Information 甲部 — 自動增值服務賬戶持有人資料

Name (English)
身份證上的英文名 _____

Name (Chinese)
中文姓名 _____

Hong Kong Identity Card / Passport Number
香港身份證號碼 / 護照號碼 _____

Date of Birth
出生日期 _____ DD 日 / _____ MM 月 / _____ YYYY 年 Sex: Male Female

Email Address
電郵地址 _____

Contact Tel. No. 聯絡電話: (Home 住宅) _____

(Office 公司) _____ (Mobile 流動電話) _____

Terms and Conditions for Welcome Offer

1. First Year Annual Fee Waiver is applicable to new principal and supplementary applicants whereas 5,000 Welcome Bonus Miles is applicable to new principal applicants only. Cardholder can only be entitled to welcome miles once only regardless of the number of credit card applied. Welcome mile is not applicable to those who had ever held ANA Card HK Visa Platinum and those who have ever enjoyed the welcome mile. To enjoy the offer, applicant must successfully apply ANA Card HK Visa Platinum from January 1 to December 31, 2012. Each principal card applicant can only apply one ANA Card HK Visa Platinum and is entitled to the offer once only.
2. To enjoy the 5,000 Welcome Bonus Miles, the Principal Cardholder of ANA Card HK Visa Platinum needs to accumulate a spending of HK\$2,000 or above within the first 3 months from the date of card issuance. The retail spending of Supplementary Cardholder will be combined with the Principal Cardholder's account.
3. The valid accumulated spending for welcome gift include retail purchase, cash advance, "Jetso Installment" installment amount, Cash-in Plan installment amount, Branch Cash-in, autopay, recurring billing transactions, balance transfer amount posted in ANA Card HK Visa Platinum account, Stocks Investment Savings Plan, "Payeasy" bill payment amount, "Jet Payment" payment amount, interest-free monthly installment amount, gift redemption fee (if applicable), cheque payment (if applicable), Octopus Automatic Add Value Service amount. But excluding the following transactions, including but not limited to bank handling fee (including but not limited to annual fee, financial charge, late fee and cash advance handling fee etc), casino transactions, unposted / cancelled / refunded and all unauthorized transactions. The Bank reserves the final decision for determining the eligibility of the transaction to be included in the welcome gift.
4. Dah Sing Bank and All Nippon Airways Company Ltd. ("ANA") reserve the rights to amend these terms and conditions or terminate the offer at any time without prior notice.
5. All matters and disputes will be subject to the final decision of Dah Sing Bank and ANA.

General Terms & Conditions

1. ANA Card HK Visa Platinum Cardholders who spend every HK\$8 on retail transactions will earn 1 mile. Accumulated spending includes retail transactions and Octopus AAVS amount only. And excluding the following transactions, including but not limited to cash advance, autopay, "Jetso Installment" installment amount, Cash-in Plan amount, Branch Cash-in, balance transfer amount, Stocks Investment Savings Plan, "Payeasy" bill payment amount, "Jet Payment" payment amount, tax payment, interest-free monthly installment amount, cheque payment (if applicable), bank handling fee (including but not limited to annual fee, financial charge, late fee and cash advance handling fee etc), casino transactions, unposted / cancelled / refunded and all unauthorized transactions. Calculation of mileage on retail spending and Octopus AAVS amount would be performed independently. Retail spending for Principal Card and Supplementary Card, based on the total retail spending shown on the credit card statement, will be calculated and converted to mile. For Octopus AAVS transaction, mileage will be awarded based on each top-up transaction i.e. 31 miles will be awarded for each HK\$250 top-up transaction and 62 miles will be awarded for each HK\$500 top-up transaction. Conversion of mile will be calculated down to the last integer and will be credited into the Principal Cardholder's AMC account.
2. Dah Sing Bank will credit the awarded miles to the AMC Account according to the AMC Account Number provided by the Cardholders. If the pertinent miles fail to be credited due to an incorrect Account Number provided by the Cardholders, Dah Sing Bank will not be held liable and will not re-issue the pertinent miles.
3. If Cardholders are unable to provide their AMC Account Number at the time of Credit Card application, ANA will arrange for a new account to be opened and to be used for miles conversion.
4. For full Terms and Conditions of ANA Mileage Club, please contact ANA at (852)2810-7100 or visit www.anahk.com.hk.
5. If the application is rejected, Dah Sing Bank is not required to provide any reason therefore.
6. In case of any discrepancy between the English and Chinese versions, the English version shall prevail.

Terms and Condition for the Annual Fee Waiver Scheme

1. This offer is only applicable to the Principal ANA Card HK Visa Platinum Cardholder and its accompanied supplementary cardholder(s).
2. After the first year annual fee waiver, Cardholder is required to pay the annual fee of the coming year.
3. If the Cardholder accumulated retail spending of over HK\$50,000 in the past 12 months from the month required to pay annual fee, the Principal and Supplementary card annual fee will be waived.
4. Accumulated spending includes retail transactions only. And excluding the following transactions, including but not limited to Octopus AAVS amount, cash advance, autopay, "Jetso Installment" installment amount, Cash-in Plan amount, Branch Cash-in, balance transfer amount, Stocks Investment Savings Plan, "Payeasy" bill payment amount, "Jet Payment" payment amount, tax payment, interest-free monthly installment amount, cheque payment (if applicable), bank handling fee (including but not limited to annual fee, financial charge, late fee and cash advance handling fee etc), casino transactions, unposted / cancelled / refunded and all unauthorized transactions.
5. The retail spending of Supplementary Cardholder will be combined with the Principal Cardholder.

「迎新獎賞」之條款及細則

1. 免首年年費優惠適用於全新主卡及附屬卡之申請人，而5,000迎新里數獎賞只適用於全新主卡申請人。若客戶申請多張主卡，亦只可以獲享迎新里數乙次。如曾持有ANA香港白金VISA卡並已獲迎新里數之客戶，則不能再享相關里數。申請人必須於2012年1月1日至12月31日期間成功申請ANA香港白金VISA卡，方可享獲優惠。每位客戶只可申請一張ANA香港白金VISA卡及獲贈優惠乙次。
2. 申請ANA香港白金VISA卡之主卡客戶須於發卡日起計首3個月內累積消費金額滿HK\$2,000或以上（附屬卡之簽賬將合併於主卡賬戶內計算），方可獲5,000迎新里數獎賞。
3. 迎新禮品累積簽賬之有效交易包括零售簽賬、現金透支、「Jetso分期」計劃分期金額、信用卡兌現計劃分期金額、分行易兌現、自動轉賬、循環付款交易、已誌賬於ANA香港白金VISA卡之結欠轉賬金額、股票投資儲蓄計劃、「網上繳費Net」繳費金額、「繳費易」繳費金額、免息分期月供之交易金額、禮物換購費用（如適用）、信用卡支票服務交易（如適用）、「八達通自動增值」服務金額；但並不適用於以下交易，包括但不限於銀行手續費（包括繳交年費、財務費用、逾期費用及現金透支手續費等）、舊碼兌換、未誌賬/取消/退回之交易及所有未經授權之交易。本行保留對簽賬是否符合獲享迎新禮品之資格之最終決定權。
4. 大新銀行及All Nippon Airways ("ANA") 保留隨時更改條款及細則或取消優惠的權利而毋須事先通知。
5. 如有任何爭議，大新銀行及 ANA 擁有最終之決策權。

一般條款及細則

1. 憑ANA香港白金VISA卡零售簽賬每HK\$8，可兌換1里數。累積簽賬金額只適用於零售簽賬及「八達通自動增值」服務之交易金額，但不包括以下項目，包括但不限於現金透支、自動轉賬、「Jetso分期」計劃金額、信用卡兌現計劃金額、分行易兌現、結欠轉賬金額、股票投資儲蓄計劃、「網上繳費Net」繳費金額、「繳費易」繳費金額、交收金額、免息分期交易金額、信用卡支票服務交易（如適用）、銀行手續費（包括但不限於繳交年費、財務費用、逾期罰款及現金透支手續費等）、舊碼兌換、未誌賬/取消/退回及所有未經授權之交易。零售簽賬及「八達通自動增值」服務金額所兌換之里數將獨立計算。主卡及附屬卡戶口將以月結單上之零售簽賬總和兌換為里數。而「八達通自動增值」服務金額，兌換里數將按每次增值金額獨立計算，即每HK\$250增值金額可獲31里數，而每HK\$500增值金額可獲62里數。若兌換所得之里數出現小數位，將一律調低至整數值計算，並誌賬於主卡之AMC賬戶內。
2. 大新銀行將根據客戶提供之AMC賬戶號碼存入所獲享之里數，如所提供之賬戶號碼有誤而導致大新銀行未能成功存入里數，大新銀行恕不承擔任何責任及不補發有關里數。
3. 如客戶於申請時並未提供AMC賬戶號碼，ANA將自行安排全新AMC賬戶號碼予客戶，並以該號碼作日後存入里數之用。
4. 如欲查詢ANA Mileage Club各項條款及細則之詳情，請聯絡ANA服務熱線(852)2810-7100或瀏覽www.anahk.com.hk。
5. 如申請未被接納，大新銀行毋須提供任何原因以作解釋。
6. 本條款及細則之中、英文版本如有歧異，一概以英文為準。

年費優惠計劃條款及細則

1. 此優惠只適用於ANA香港白金VISA卡主卡及附屬卡客戶。
2. 於首年年費豁免屆滿後，客戶須繳交來年之年費。
3. 若客戶於需繳交年費月份之過往12個月內累積零售簽賬滿HK\$50,000，主卡及附屬卡客戶之下年度年費可獲豁免。
4. 累積消費金額只適用於零售簽賬交易。但不包括以下項目，包括但不限於「八達通自動增值」服務金額、現金透支、自動轉賬、「Jetso分期」計劃金額、信用卡兌現計劃金額、分行易兌現、結欠轉賬金額、股票投資儲蓄計劃、「網上繳費Net」繳費金額、「繳費易」繳費金額、交收金額、免息分期交易金額、信用卡支票服務交易（如適用）、銀行手續費（包括但不限於繳交年費、財務費用、逾期罰款及現金透支手續費等）、舊碼兌換、未誌賬/取消/退回及所有未經授權之交易。
5. 附屬卡之零售簽賬將合併於主卡賬戶內計算。

大新銀行有限公司 (「銀行」)**大新信用卡持卡人合約之主要使用條款**

客戶須特別注意下列主要條款之重要性及其責任：

- (1) 持卡人在收取信用卡時須即時在卡上簽署。
- (2) 信用卡及其私人密碼必須妥善存放及保密以防止詐騙及被非授權人使用或被披露。如有違犯，持卡人須為所有交易負上全部責任。
- (3) 持卡人須支付月結單上之到期最低付款額，如不遵從，銀行會收取罰款。
- (4) 如遇違約的情況，持卡人必須全責支付銀行在追收行動中之合理律師及其他費用。
- (5) 在涉及詐騙或顯著疏忽的情況下，持卡人須負責銀行承受的一切損失。
- (6) 假若持卡人在合理可行情況下儘快向銀行報告任何信用卡之遺失或被竊並已小心及真誠地行事，及在沒有涉及詐騙或顯著疏忽的情況下，持卡人最高之責任將不超過港幣500元。
- (7) 每月結賬單將在其發出日期起計60天後為有效及有決定性，除非持卡人在此期間內通知銀行有關任何非授權之交易。
- (8) 銀行有權可以在沒有事前通知情況下，抵銷或轉移持卡人在銀行任何性質之戶口內之任何存款，用作清還所有使用信用卡之欠款。
- (9) 主卡持有人須要為附屬卡持有人及其名下所有八達通自動增值賬戶(包括但不限於 * 合家歡 * 八達通自動增值賬戶) 對銀行之欠款負責，而附屬卡持有人則不用為主卡持有人或其他附屬卡持有人的欠款負責。但附屬卡持有人必須為其附屬卡戶口對銀行之所有欠款負責。
- (10) 儘管或有任何相違的條款，銀行保留凌駕權利向持卡人作即時還款之要求。
- (11) 假若持卡人不同意銀行在「持卡人合約」條款所作出的任何修改，持卡人可在修改生效日前終止信用卡服務。
- (12) 信用卡不可用作任何非法用途，包括支付任何非法賭博。
- (13) 持卡人如對於清還或繳付任何欠款或款項有任何困難，應立即以書面通知銀行。

銀行提議客戶細閱有關條款之全文。條款可在銀行的任何分行索取。

請注意信用卡之使用及信用卡戶口之操作均受制於持卡人合約不時有效的條款，持卡人同意「信用卡」之申請(不論口頭上或以書面形式)，或在信用卡上之簽署或行使(不論他否簽收該「信用卡」)後其會受到約束。中、英文版本如有歧異，一概以英文為準。

Dah Sing Bank, Limited ("the Bank")

MAJOR TERMS AND CONDITIONS OF DAH SING CREDIT CARD CARDHOLDER AGREEMENT

Customers' attention is drawn to the following major terms and conditions which impose significant liabilities on Cardholder.

- (1) Cardholder should sign the Card immediately upon receipt.
- (2) The Card and its Personal Identification Number ("PIN") should be kept safe and secret to prevent fraud and unauthorised use or disclosure. Failure to observe the above will result in full responsibility for all transactions.
- (3) Cardholder is obliged to pay the minimum payment due on time as shown in the monthly statement and there will be penalty charge if the required minimum is not made.
- (4) In case of default, Cardholder will be fully liable to reimburse fees and other expenses reasonably incurred in recovery actions.
- (5) In case of fraud and gross negligence, Cardholder shall be responsible for all losses suffered by the Bank.
- (6) If Cardholder reports any loss or theft of the Card as soon as reasonably practicable and had acted diligently and in good faith without involving fraud or gross negligence, the maximum liability shall not exceed HK\$500.00.
- (7) The monthly statement of account shall be final and conclusive 60 days after its issue unless Cardholder reports any unauthorized transactions within that period.
- (8) The Bank shall have the right without prior notice to set off or transfer any monies standing to the credit of Cardholder's bank accounts of whatsoever description towards discharge of all sums due to the Bank in connection with the use of the Card.
- (9) The Principal Cardholder will be responsible for the debts of the Supplementary Cardholder and the debts incurred from the accounts with Octopus Automatic Add - Value Service (including but not limited to "Happy Family" Octopus Automatic Add - Value Account).
The Supplementary Cardholder shall not be responsible for the debts of the Principal Cardholder or other Supplementary Cardholder. But Supplementary Cardholder shall be held liable by the Bank for the debts of the Supplementary Card in his/her own name.
- (10) Notwithstanding any term to the contrary, the Bank reserves the over - riding right to repayment ON DEMAND.
- (11) Cardholder can terminate the card service if he or she does not accept any amendments to the terms and conditions proposed by the Bank and before the effective date.
- (12) The Card shall not be used for any unlawful purposes including payment for any illegal betting.
- (13) Cardholder shall inform the Bank as soon as possible of any difficulty in repaying any outstanding balance to the Bank.

Customers are nonetheless advised to read the full terms and conditions. A copy of the terms and conditions is readily available to customers who may collect it from any branches of the Bank. Please note that the use of the Card and the operations of the Card are subject to the terms and conditions of the Cardholder Agreement from time to time in force and Cardholder agrees to be bound by his/her application (whether made verbally or signed) and by his/her signature on or use of the Card (whether or not he/she has acknowledged receipt of the Card). In the event of any discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.

有關客戶資料的客戶通知

- (a) 客戶在申請開立戶口，延續戶口及建立或延續銀行信貸或要求銀行提供銀行服務時，需要不時向大新銀行有限公司（“銀行”）提供有關的資料。
- (b) 若未能向銀行提供有關資料會導致銀行無法開立或延續戶口或建立或延續銀行信貸或提供銀行服務。
- (c) 在客戶與銀行的正常業務往來過程中，銀行亦會收集到客戶的資料，例如，一般當客戶開出支票或存款時。

- (d) 有關的客戶資料將可能會被銀行或該等資料的接收人用於下列用途:-
 - (i) 為提供服務，包括自動櫃員機提款卡服務，和信貸便利給客戶之日常運作；
 - (ii) 作信貸檢查；
 - (iii) 協助其他財務機構、信用卡或消費卡發行公司及收數公司作信貸檢查及收數；
 - (iv) 確保客戶的信用維持良好；
 - (v) 為客戶設計財務服務或有關產品；
 - (vi) 推廣以下服務及產品(銀行可能會或不曾因而獲付報酬)：
 - (1) 金融、保險、信用卡、理財及相關服務及產品；
 - (2) 回贈、客戶獎勵或優惠計劃及相關服務及產品；
 - (3) 銀行的聯營夥伴(該等聯營夥伴的名稱載於相關服務及產品(視乎情況而定)的申請表、宣傳單張/海報中)提供的服務及產品；及此等服務或產品可由以下各方提供及/或推廣：
 - (1) 銀行及大新金融集團有限公司(“大新金融”)的集團公司(包括海外附屬公司)；
 - (2) 第三方金融機構、保險商、信用卡公司、證券及投資服務供應商；
 - (3) 第三方回贈、客戶獎勵或優惠計劃供應商；及
 - (4) 銀行及大新金融的集團公司的聯營夥伴。
 - (vii) 確定銀行對客戶或客戶對銀行的債務；
 - (viii) 向客戶及為客戶提供擔保或抵押的人仕追收欠款；
 - (ix) 根據銀行及其分行須遵守的條例要求或根據及就監管機構或其他管理機構發出的任何指引目的而言，有關方面期望銀行或其分行遵守有關規定作出披露；
 - (x) 使銀行的實在或建議承讓人，或銀行對客戶的權利的參與人或附屬參與人評核意圖成為轉讓，參與或附屬參與的交易；
 - (xi) 進行配對程序；
 - (xii) 編制及維持銀行的信貸評分模式；及
 - (xiii) 與上述有關的用途。
- (e) 銀行會把客戶的資料保密，但銀行可能會把有關資料提供給下述各方作第(d)段列出的用途:-
 - (i) 任何中間人、承包商、或提供行政、電訊、自動櫃員機/電子資金轉帳服務、電腦，支付或證券結算或其他和銀行業務運作有關的服務的第三者服務供應商；
 - (ii) 銀行的任何分行、附屬公司、控股公司、有聯繫公司或相關聯成員；
 - (iii) 任何對銀行有保密責任的人，包括對銀行有保密資料承諾的及與大新金融同一集團的公司；

- (iv) 付款銀行向出票人提供已付款支票的副本(而其中可能載有關於收款人的資料)；
- (v) 信貸資料服務機構；而在客戶欠賬時，則可將該等資料提供給收數公司；
- (vi) 銀行在根據對銀行或其任何分行具法律約束力的規定下或根據及就監管機構或其他管理機構發出的任何指引目的而言，有關方面期望銀行或其分行遵守有關規定而有責任對任何人作出披露；
- (vii) 提供或擬提供擔保或第三方保證以擔保或保證客戶的責任的任何一方；
- (viii) 任何銀行的實在或建議受讓人或參與人或附屬參與人或銀行對客戶的權利的受讓人；及
 - (1) 大新金融的集團公司；
 - (2) 第三方金融機構、保險商、信用卡公司、證券及投資服務供應商；
 - (3) 第三方回贈、客戶獎勵或優惠計劃供應商；
 - (4) 銀行的聯營夥伴及大新金融的集團公司(該等聯營夥伴的名稱載於相關服務及產品(視乎情況而定)的申請表、宣傳單張/海報中)；及
 - (5) 銀行為(d)(vi)段所列出的任何用途而聘用的外聘服務供應商(包括但不限於代客寄件中心、電訊公司、電話推廣及直銷公司、通訊中心、資料處理公司及資訊科技公司)。該等資料可轉傳至香港以外的地方。
- (f) 根據個人資料(私隱)條例(“條例”)及「個人信貸資料實務守則」，以及任何由私隱專員或金管局或其他監管機構所發出之法例或守則，任何客戶有權:-
 - (i) 審查銀行是否持有他的資料及有權查閱有關的資料；
 - (ii) 要求銀行改正有關他不準確的資料；
 - (iii) 查悉銀行對於資料的政策及實際運用及獲告知銀行持有關於他的何種資料；
 - (iv) 要求獲告知哪些資料是通常會向信貸資料服務機構或收數公司披露的，以及獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和改正資料要求；
 - (v) 就銀行已向信貸資料服務機構提供的資料而言，當透過全數還款結束帳戶時，指示銀行要求信貸資料服務機構從其資料庫中刪去相關資料，但指示需在帳戶結束後5年內發出且帳戶在戶口結束前5年內未有任何超過60天的欠款。如帳戶有超過60天的欠款，信貸資料服務機構可保留資料，直至欠款獲全數清償當日起計或銀行獲通知破產解除之日起計5年屆滿為止(取較早者)；及
 - (vi) 退出及撤回該等同意。
- (g) 銀行可為信貸審核用途不時查閱信貸資料服務機構的資料庫。而該等審核或牽涉銀行對下列事項的考慮：
 - (i) 增加信貸限額；
 - (ii) 對信貸作出限制(包括取消或減少信貸限額)；或
 - (iii) 對有關客戶安排或實行債務償還安排。

- (h) 根據條例的規定，銀行有權就處理任何提出查閱資料的要求收取合理費用。
- (i) 任何關於資料查閱或改正資料，或關於資料政策及實際應用或資料種類的要求，請聯絡:-
 - 資料保障主任
 - 大新銀行有限公司
 - 香港郵政信箱333號
 - 傳真：2511 8566
- (j) 銀行可為考慮任何信貸申請，向信貸資料服務機構索取客戶的信貸報告。如客戶欲查閱信貸報告，銀行可在收取合理費用下，告知相關信貸資料服務機構的聯絡資料。
- (k) 「客戶」一詞包括借貸人及擔保人，其本人或該有限公司(及後者之董事、股東或公司人員)或非屬法人團體(獨資者或其合夥人)。「信貸」意指個人信貸及商業信貸(包括分期租購或租用)。文中提及之單一性別包括其他性別，而單數詞包括雙數詞。
- (l) 本文並不限制客戶根據條例所擁有之權利。

(文義如有歧異，以英文本為準。)

2011年5月

Notice to Customers relating to Customers' Data

- (a) From time to time, it is necessary for customers to supply Dah Sing Bank, Limited (the "Bank") with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services.
- (b) Failure to supply such data may result in the Bank being unable to open or continue accounts or establish or continue banking facilities or provide banking services.
- (c) It is also the case that data are collected from customers in the ordinary course of the continuation of the banking relationship, for example, when customers write cheques or deposit money.

(d) The purposes for which data relating to a customer may be used by the Bank or the recipient of such data are as follows :-

- (i) the daily operation of the services, including ATM cards services and credit facilities provided to customers;
 - (ii) conducting credit checks;
 - (iii) assisting other financial institutions, credit or charge card issuing companies and debt collection agents to conduct credit checks and collect debts;
 - (iv) ensuring ongoing credit worthiness of customers;
 - (v) designing financial services or related products for customers' use;
 - (vi) marketing the following services and products (in respect of which the Bank may or may not be remunerated):
 - (1) financial, insurance, credit card, banking and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by the Bank's co-branding partners (the names of such co-branding partners can be found in the application form(s), advertising leaflet(s) / poster(s) for the relevant services and products, as the case may be); and
 these services or products may be provided and/or marketed by:
 - (1) the Bank and Dah Sing Financial Holdings Limited's ("DSFH") group companies (including its overseas subsidiaries);
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty or privileges programme providers; and
 - (4) co-branding partners of the Bank and DSFH's group companies;
 - (vii) determining the amount of indebtedness owed to or by customers;
 - (viii) collection of amounts outstanding from customers and those providing security for customers' obligations;
 - (ix) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (x) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participations;
 - (xi) conducting matching procedures;
 - (xii) creating and maintaining the Bank's credit scoring models; and
 - (xiii) purposes relating thereto.
- (e) Data held by the Bank relating to a customer will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph (d) :-
- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, ATM / Electronic Fund Transfer service, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any branch, subsidiary, holding company, associated company or affiliate of the Bank;

- (iii) any other person under a duty of confidentiality to the Bank including a group company of DSFH which has undertaken to keep such information confidential;
 - (iv) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (v) credit reference agencies, and, in the event of default, to debt collection agencies
 - (vi) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (vii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - (viii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the customer; and
 - (1) DSFH's group companies;
 - (2) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty or privileges programme providers;
 - (4) co-branding partners of the Bank and DSFH's group companies (the names of such co-branding partners can be found in the application form(s), advertising leaflet(s) / poster(s) for the relevant services and products, as the case may be); and
 - (5) external service providers (including but not limited to mailing houses, telecommunications companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph (d) (vi).
- Such information may be transferred to a place outside Hong Kong.**

- (f) Under and in accordance with the terms of the Personal Data (Privacy) Ordinance (the "Ordinance"), the Code of Practice on Consumer Credit Data and any statutory or regulatory guidelines issued by the Privacy Commissioner or the HKMA or other regulatory bodies, any customer has the right :-
- (i) to check whether the Bank holds data about him and the right of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of data held by the Bank;
 - (iv) to request to be informed which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency;
 - (v) in relation to data which has been provided by the Bank to a credit reference agency, to instruct the Bank upon termination of an account by full repayment to make a request to the credit reference agency to delete such data from its database, as long as the instruction is given within five years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. In the event the account has had a default of payment lasting in excess of 60 days the data may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default or five years from the date of discharge from a bankruptcy as notified to the Bank, whichever is earlier; and
 - (vi) to opt-out by withdrawing consent.
- (g) The Bank may access the database of credit reference agencies for the purposes of credit review from time to time. Which review may involve the consideration by the Bank of any of the following matters:-
- (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); or
 - (iii) the putting in place or the implementation of a scheme of arrangement with the customer.

- (h) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.

- (i) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows :-

The Data Protection Officer
Dah Sing Bank, Limited
GPO Box 333,
Hong Kong
Fax : 2511 8566

- (j) The Bank may have obtained a credit report on the customer from a credit reference agency in considering any application for credit. In the event the customer wishes to access the credit report, the Bank may, subject to a reasonable fee, advise the contact details of the relevant credit reference agency.
- (k) The expression "Customer" includes both borrower and guarantor as individuals or corporations (and the latter's directors, shareholders or other officers) and unincorporated associations (sole proprietor or partners). Credit means consumer and commercial credit (including Hire Purchase and Leasing). All references to one gender is a reference to all other genders and the singular includes the plural.
- (l) Nothing herein shall limit the right of customers under the Ordinance.

(The English version of this Notice shall prevail wherever there is a discrepancy between the English and Chinese version.)

May 2011



八達通自動增值協議

(本協議適用於附設在香港金融機構的銀行賬戶或所發出之信用卡的自動增值服務)

請注意第33-40條有關閣下的個人資料收集聲明

1. 本協議於2011年5月5日起生效，並只適用於附設在金融機構的銀行賬戶或所發出之信用卡的自動增值服務。有關附設於其他實體的銀行賬戶或所發出之信用卡的自動增值服務，請參閱其他不時訂定的適用協議。

簡介

2. 本自動增值協議乃閣下(即本公司自動增值服務的使用者，不論是八達通持有人或自動增值服務賬戶持有人，與本公司，八達通卡有限公司，訂立關於使用本公司自動增值服務的合約。本公司乃八達通卡或產品(「產品」，即含有本公司科技的消費品項目，如手錶、手機殼及匙扣等)(以下稱為「八達通」)的發行商。
3. 本協議說明在申請及使用自動增值服務時，本公司須向閣下承擔的義務，以及閣下須向本公司承擔的義務。

釋義與通則

4. 本協議所用的部分詞語現說明如下。
「自動增值服務賬戶」指有關申請表上指定與閣下的自動增值服務連繫之閣下賬戶，或由金融機構或自動增值服務賬戶持有人不時通知本公司的其他賬戶；
「自動增值服務賬戶持有人」指自動增值服務賬戶的持有人；
「申請表」指自動增值服務申請表，不論是(i)八達通自動增值服務申請表，(ii)個人八達通申請表或(iii)載有此項服務申請表的任何其他表格；
「自動增值服務」指在八達通的儲值達到本公司不時釐定的若干最低款額時，本公司或代表本公司的服務供應商將會在該八達通上增加某個金額的儲值的服務(該增值金額將由本公司不時釐定)；
「認可服務中心」指獲本公司認可代表本公司提供八達通服務的機構；
「銀行發行人八達通」指由本公司授權之金融機構所發行、具有八達通功能的卡或產品；該卡或產品受發卡金融機構的持卡人協議的條款及細則所約束。
「發卡條款」指本公司不時修訂並刊發的八達通發卡條款，並可隨時向本公司索取或於本公司網頁www.octopus.com.hk下載；
「按金」指按發卡條款所支付的按金，作為八達通的保證金；
「金融機構」指在銀行業條例(香港法例第155章)監管下或根據放債人條例(香港法例第163章)領有牌照之管理自動增值服務賬戶的實體，通常是銀行、金融服務公司或信用卡發卡公司；
「八達通」的涵義以發卡條款內列明之定義為準；
「八達通持有人」指自動增值服務賬戶持有人，或其已申請將八達通與自動增值服務賬戶連繫的家人或朋友；
「八達通收費系統」指本公司維持及運作的收費系統；
「本公司賬戶」指任何本公司不時向金融機構指定的本公司銀行賬戶；
「服務供應商」指會在閣下出示閣下的八達通時提供服務，並經本公司批准的任何交通營運商、零售商(包括但不限於：超級市場、便利店、食肆及快餐店、食品店、其他消費品商店如

藥物及化妝品店、書店、報攤、文具及禮品店、配飾店、商場、服裝店、電訊公司)、娛樂/康樂/運動設施供應商、教育機構、政府相關業務實體、建築物門禁系統服務供應商、自助服務(例如自動售賣機/自助服務站/照相亭/電話亭)或其他經本公司批准在閣下出示閣下的八達通時提供服務者。有關服務供應商須清楚展示八達通標誌；及
「儲值」指八達通收費系統所確認的電子儲值。

5. 如自動增值服務賬戶持有人與八達通持有人並非同一人，則自動增值服務賬戶持有人與八達通持有人須根據本協議共同及個別地向本公司承擔責任，包括(但不限於)自動增值服務在八達通上所增加的儲值，除非八達通持有人是未成年人或未獲法律行為能力的人(在此情況下，此八達通持有人的家長或監護人及自動增值服務賬戶持有人須共同及個別地向本公司承擔責任)。
6. 八達通持有人同意遵守發卡條款，除非另備條款，否則本協議應與「八達通發卡條款」的釋義相同。若本協議與發卡條款之間有任何抵觸，應以本協議為準。
7. 本協議的中文譯本僅供參考。若英文本與中文譯本之間有任何歧異，則以英文本為準。

自動增值服務

8. 本公司將有權向自動增值服務賬戶持有人及/或八達通持有人收取申請自動增值服務的費用。本公司將會不時釐定及公佈有關費用。
9. 凡年齡在本公司不時公佈之最低年齡以上的人士，均可使用自動增值服務。然而，在特殊情況下，本公司保留無需給予任何理由而不接受任何自動增值服務申請的權利。
10. 八達通持有人於申請自動增值服務後及於該服務有效期間，不得將其八達通轉讓予其他人。
11. 在正常情況下，本公司將會盡力確保自動增值服務運作如常，但礙於自動增值服務之運作須視乎金融機構及服務供應商的本身系統及運作，以及網絡、電力、氣候及其他條件及情況而定，而有關因素超越本公司的控制範圍，故本公司不能對此作出保證。
12. 本公司將保留無需說明理由而取消或暫停閣下的自動增值服務的權利，但本公司將會採取合理措施，藉以減低對閣下造成的不便。
13. 本公司可全權決定限制自動增值服務在任何一天或任何期間內為八達通增值的金額。
14. 本公司將會採取合理措施，確保本公司與八達通有關的交易紀錄均屬真實準確。本公司的紀錄，將作為自動增值服務為八達通所增加的儲值金額及自動增值服務賬戶持有人及/或八達通持有人所欠本公司的款項的確證，除非有關紀錄存在明顯的錯誤。

直接提款

15. 當八達通透過自動增值服務增值後，自動增值服務賬戶持有人及八達通持有人即欠下本公司相同金額的港元。
16. 本公司有權直接指示金融機構或通過本公司委託的任何金融機構將自動增值服務賬戶持有人及八達通持有人所欠本公司之款項從自動增值服務賬戶轉入本公司賬戶，而自動增值服務賬戶持有人須授權金融機構遵從有關指示。
17. 對於金融機構向自動增值服務賬戶持有人所收取的任何費用或收費，本公司概不承擔責任，自動增值服務賬戶持有人須承擔有關費用及收費。
18. 自動增值服務賬戶持有人及/或八達通持有人須確保自動增值服務賬戶備有足夠金額或信貸安排，讓金融機構能遵從本公司就該自動增值服務賬戶所發出的指示。
19. 本公司保留就提供自動增值服務向自動增值服務賬戶持有人及

/或八達通持有人收取合理費用的權利。

無法履行指示

20. 若由於自動增值服務賬戶內未有足夠金額或信貸安排或其他原因，導致金融機構未能遵從本公司就該自動增值服務賬戶發出的指示，則：
 - (a) 自動增值服務賬戶持有人及八達通持有人須即時償還自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項；
 - (b) 本公司有權向自動增值服務賬戶持有人及八達通持有人收取合理手續費及將八達通內的餘額(如有的話)用作支付自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項(包括有關手續費在內)。
21. 若八達通內的儲值不敷支付自動增值服務賬戶持有人及/或八達通持有人所欠本公司的款項，除了其他補償方法之外，本公司亦有權即時取消八達通及自動增值服務及沒收按金(如適用)，並毋須通知自動增值服務賬戶持有人或八達通持有人。該八達通一經註銷，將無法重新啟動。

取消自動增值服務

22. 自動增值服務賬戶持有人及/或八達通持有人(銀行發行版八達通持有人除外，請參考以下第22A條)可聯絡本公司或金融機構，申請取消自動增值服務。如本公司接納申請，自動增值服務賬戶持有人及/或八達通持有人，須按照本公司的指示取消有關的八達通的自動增值服務。如該八達通的自動增值並沒有按照本公司的指示而取消，本公司有權立即註銷有關的八達通及其自動增值服務，並沒收其按金(如適用)而毋須事先通知該自動增值服務賬戶持有人或八達通持有人。該八達通一經註銷，將無法重新啟動。
- 22A 如閣下持有銀行發行版八達通，閣下或發卡的金融機構可根據閣下與發卡的金融機構之間的持卡人協議條款，申請註銷閣下的銀行發行版八達通。當接獲發卡的金融機構的通知，我們將註銷有關銀行發行版八達通的自動增值服務。
23. 自動增值服務賬戶持有人及八達通持有人須共同及個別地承擔取消自動增值服務生效之時或之前因使用自動增值服務而欠本公司的款項。在取消任何八達通的自動增值服務生效之前及/或之後，本公司均有權直接指示金融機構或通過本公司委任的任何其他金融機構，從自動增值服務賬戶內扣除取消自動增值服務生效之前因進行自動增值服務交易而須付給本公司的所有款項，並將該款項轉入本公司賬戶。
24. 本公司保留為處理取消自動增值服務的事宜向自動增值服務賬戶持有人及/或八達通持有人收取合理手續費的權利。

彌償

25. 自動增值服務賬戶持有人及八達通持有人應共同及個別地同意就本公司因向金融機構發出自動增值服務賬戶有關的任何指示而蒙受、承受或產生(視乎情況而定)的一切訴訟、法律程序、債務、申索、損失、損害及合理費用及支出(包括一切合理的法律支出)向本公司作出彌償，除非上述是因本公司明顯犯錯所致，則作別論。

風險與責任

26. 若非由於本公司明顯犯錯之原因，金融機構從自動增值服務賬戶轉賬到本公司賬戶的金額超過自動增值服務賬戶持有人及/或八達通持有人須付給本公司的實際金額，本公司概不為因而產生的任何損失或損害承擔責任。在不抵觸下文第41條的情況下，本公司只需將有關差額款項退還自動增值服務賬戶持有人。
27. 在不抵觸上文第26條的情況下，對於金融機構或其僱員或代理人的任何作為、行為、遺漏或疏忽，本公司概不負責，除非該

等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。

28. 本公司有權採取適當的行動，藉以執行或行使本協議規定的本公司權利，而自動增值服務賬戶持有人及八達通持有人須共同及個別地全數彌償本公司因任何有關行為而產生的一切合理費用及支出(包括一切合理法律費用及支出)。
29. 本公司有權聘用任何人士或公司執行或行使本協議規定的本公司權利，對於有關人士或公司(除追討欠賬公司外)或其各自僱員的任何作為、行為、遺漏或疏忽，本公司概不承擔責任或負責，除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。
30. 在本公司遵守所有適用於轉讓債權的相關法律、法規及守則的情況下，本公司有權向任何人士或公司(「承讓人」)轉讓或以其他方式轉移自動增值服務賬戶持有人及/或八達通持有人所欠本公司任何款項，本公司毋須為承讓人所作出的任何行為負上法律責任。

報失八達通

31. 所有自動增值服務客戶，均獲提供八達通報失服務。如八達通持有人遺失八達通，或八達通被竊，該持有人須立即通知本公司；但如閣下的八達通屬銀行發行版八達通，則應聯絡發卡的金融機構。在本公司收到失卡報告後，本公司將會在指定的期間(「通知期間」)之後，取消及停用該八達通。本公司將會不時規定及公佈有關通知期間。在八達通取消之後，該八達通將無法重新使用。此項八達通報失服務可保障自動增值服務賬戶持有人及八達通持有人的八達通尚有餘額以及經自動增值服務增值之款項於通知期間以後免受損失。
32. 若根據上文第31條的規定取消八達通，本公司會根據八達通收費系統的紀錄，將八達通的按金(如適用)及餘額(如有)退還八達通持有人。如閣下的八達通的餘額為負值，本公司有權於通知期間結束時在按金中扣除，並將此結算後出現的負值餘額再於自動增值服務賬戶中扣除。本公司有權為提供此項八達通報失服務而向自動增值服務賬戶持有人及/或八達通持有人收取本公司不時釐定及公佈的合理收費。該收費將於八達通餘額的退款(如有)中扣除，或由自動增值服務賬戶持有人及/或八達通持有人共同及個別地支付。

取消八達通自動增值服務賬戶

- 32A. 任何原因註銷、終止使用自動增值服務賬戶或其使用期滿，閣下應出示有關八達通，以按照本公司的指示取消有關的八達通的自動增值服務。如沒有按照本公司的指示而取消自動增值服務，本公司會將附設於該自動增值服務賬戶的所有及任何八達通註銷及使其失效(無論該八達通是否屬於該自動增值服務賬戶持有人)。八達通一旦註銷，將無法重新啟動。

註銷八達通的退款政策

- 32B. 如按照上文第12、21、22、22A及/或32A條註銷閣下的八達通時，本公司有權要求閣下清付任何欠款，及須向閣下退回已註銷八達通的尚未使用的餘額。

有關閣下的個人資料收集聲明：

關於個人資料(私隱)條例(「該條例」)的通知(「本通知」)

33. 該條例規管本公司不時向自動增值賬戶持有人及/或八達通持有人收集的個人資料及其他資訊(「資料」)的收集、管有、處理及使用事宜。該資料應包括交易紀錄(即本公司從旗下八達通讀寫器及/或從其他渠道，取得自動增值賬戶持有人及/或八達通持有人的八達通在使用時的交易資料)，而此等交易紀錄根據該條例第2(1)條

- 的定義，構成「個人資料」。此等資料可讓本公司向自動增值服務賬戶持有人及/ 或八達邇持有人提供八達邇及其他相關服務。有關本公司的私隱政策詳情請參閱本公司刊載於www.octopus.com.hk的「私隱政策」，而本通知則為本公司收集、管有、處理及使用資料的依據。
34. 若自動增值服務賬戶持有人及/ 或八達邇持有人未能向本公司提供其個人資料，本公司將可能無法向自動增值服務賬戶持有人及/ 或八達邇持有人提供自動增值服務。
35. **目的：**每位自動增值服務賬戶持有人及八達邇持有人同意其資料可作為以下用途：
- (a) 處理自動增值服務的申請；
 - (b) 收取自動增值服務賬戶持有人及/ 或八達邇持有人所欠款項，不論是否從自動增值服務賬戶收取；
 - (c) 進行任何有關自動增值服務賬戶持有人及/ 或八達邇持有人的資料及紀錄的核實工作；
 - (d) 八達邇收費系統的管理、運作及保養，包括審計及根據發卡條款及此協議行使本公司與自動增值服務賬戶持有人及/ 或八達邇持有人的權利；
 - (e) 為本公司、其附屬公司及聯屬公司（即本公司的直接控股公司及其附屬公司）設計新服務或改善現有服務；
 - (f) 本公司與自動增值服務賬戶持有人及/ 或八達邇持有人進行通訊；
 - (g) 調查投訴、備受懷疑的可疑交易及研究服務改善措施；
 - (h) 防止及偵測罪行；及
 - (i) 根據法例、規則、規例、守則及/或指引作出披露；
36. **轉移：**本公司會將自動增值服務賬戶持有人及八達邇持有人的資料保密，但自動增值服務賬戶持有人及八達邇持有人均同意，基於第35條列出之目的，本公司可於香港特別行政區（「香港」）境內將有關資料轉移或披露予下述各方（第36(a)及36(b)列出的有關方面如位於香港境外則除外）：
- (a) 自動增值服務賬戶持有人及/ 或八達邇持有人已選擇登記並對本公司有保密責任的銀行發行版八達邇發行人商與參加自動增值服務的金融機構；
 - (b) 對本公司有保密責任的本公司代理人或向本公司提供與本公司業務運作有關的行政、電訊、電腦、付款、數據處理或其他服務的承辦商（例如專業顧問、電話服務中心供應商、追討欠債公司（當自動增值服務賬戶持有人及/ 或八達邇持有人拖欠本公司款項）、禮品換領中心或資料輸入公司）；
 - (c) 對本公司有保密責任的本公司之附屬公司及/ 或聯屬公司；及
 - (d) 本公司、其附屬公司及/ 或聯屬公司根據任何法例、規則、規例、守則及/ 或指引及/ 或履行任何具司法管轄權法院、執法機關及/或監管機構所發出而本公司須遵行的命令，按照適用之法例、規則、規例、守則及/或指引，有具約束力責任向任何執法機關及/ 或監管機構及/ 或任何人士或實體作出披露，但有關規定須有正式權限方可作出。

37. **查閱：**每位自動增值服務賬戶持有人及八達邇持有人有權：
- (a) 查核本公司是否持有資料及查閱該等資料；
 - (b) 要求本公司改正任何不正確資料；及
 - (c) 確定本公司處理資料的政策及慣例和獲告知本公司持有的資料類別。
38. 本公司保留就依從自動增值服務賬戶持有人及/ 或八達邇持有人的要求查閱任何資料而向其收取合理費用的權利。
39. 任何查閱資料要求，請以書面向下列人士提出：
香港九龍九龍灣宏泰道23號Manhattan Place 46樓
八達邇卡有限公司
保障資料主任
電郵地址：dpo@octopus.com.hk
40. 本通知不會限制自動增值服務賬戶持有人及/ 或八達邇持有人在該條例下所享有的權利。

錯誤扣除款項

41. 每位自動增值服務賬戶持有人及八達邇持有人必須確保自動增值服務賬戶持有人：
- (a) 經常及時知悉自動增值服務賬戶的所有交易賬項，包括核對金融機構發出的每份自動增值服務賬戶結單，或（如金融機構並無發出自動增值服務賬戶結單）定期補記及核對自動增值服務賬戶存摺的賬項，除非有其他更有效方法監察該賬戶的交易賬項，則作別論；及
 - (b) 若自動增值服務賬戶持有人聲稱本公司無權在自動增值服務賬戶扣除任何款項轉往本公司賬戶，則可於有關支賬日期起計12個月內通知本公司。在該期間之後，自動增值服務賬戶持有人及八達邇持有人均不得聲稱本公司無權在自動增值服務賬戶支取有關款額，除非屬於以下情況，則作別論：
 - (i) 本公司未有妥善處理有關支賬；或
 - (ii) 有關支賬乃因本公司明顯的錯誤所導致。

終止

42. 如按照上文第12、21、22、22A或32A條取消自動增值服務，本協議將告終止；但終止協議不會影響終止協議之前雙方已產生的權利及義務。

本協議的修訂

43. 本公司可不時修訂本協議，有關修訂會於生效日期前至少30天，透過書面通知自動增值服務賬戶持有人及八達邇持有人，或按本公司的絕對酌情權決定，在修訂生效前於香港一份中文報章及一份英文報章上刊載以作為通知。本公司備有本協議文本之最新版本，可供自動增值服務賬戶持有人及/ 或八達邇持有人書面索閱。該最新版本亦可於本公司的網站www.octopus.com.hk查閱。於本協議的修訂生效後，如八達邇持有人繼續使用八達邇，將當作自動增值服務賬戶持有人及八達邇持有人接受有關修訂處理。

管轄法律

44. 本八達邇自動增值協議受香港法律管轄。

Octopus Automatic Add Value Agreement

(For Octopus Automatic Add Value Service linked to bank accounts maintained with, or credit cards issued by Financial Institutions in Hong Kong)

YOUR ATTENTION IS DRAWN TO THE PERSONAL INFORMATION COLLECTION STATEMENT AT CLAUSES 33-40

1. This Agreement is effective from 5 May 2011 and is only applicable to Automatic Add Value Service linked to bank accounts maintained with or credit cards issued by Financial Institutions. For Automatic Add Value Service linked to bank accounts maintained with or credit cards issued by other entity(ies), please refer to other applicable agreement(s) as determined by us from time to time.

Introduction

2. This Automatic Add Value Agreement is a contract between you, the user of our Automatic Add Value Service (whether as an *Octopus* Holder or as an AAVS Account Holder), and us, Octopus Cards Limited, the issuer of the Octopus card or product ("product" means a consumer item incorporating our technology such as watch, phone cover, keyring etc.) which we will refer to as *Octopus* below, in respect of the use of our Automatic Add Value Service.
3. This Agreement explains our obligations to you and yours to us when applying for and using our Automatic Add Value Service.

Definitions and General Provisions

4. There are a few terms we use in this Agreement that we should explain:
"AAVS Account" means the account to which your Automatic Add Value Service is linked, as defined or specified in the relevant Application Form or such other account as notified to us by the Financial Institution or by the AAVS Account Holder from time to time;
"AAVS Account Holder" means the holder(s) of the AAVS Account;
"Application Form" means an application for the Automatic Add Value Service whether this is (i) an *Octopus* Automatic Add Value Service Application Form, (ii) a Personalised *Octopus* Application Form or (iii) any other form containing an application for this service;
"Automatic Add Value Service" means the service whereby we or our Service Providers, on our behalf, will automatically add a certain amount of value (as determined by us from time to time) to the *Octopus* if the value stored in the *Octopus* has reached a certain minimum level as determined by us from time to time;
"Authorised Service Centre" is an entity that we have authorised to service an *Octopus* on our behalf;
"Bank Issued *Octopus*" means a card or product with *Octopus* function issued by a Financial Institution authorised by us and subject to the terms and conditions of the cardholder agreement of that issuing Financial Institution;
"Conditions of Issue" means the Conditions of Issue of *Octopus* published by us as amended from time to time, which can be obtained from us or downloaded from our website at www.octopus.com.hk;
"Deposit" means the deposit paid as security for the *Octopus* as described in the Conditions of Issue;
"Financial Institution" means an entity governed by the Banking Ordinance (Chapter 155, Laws of Hong Kong) or licensed under the Money Lenders Ordinance (Chapter 163, Laws of Hong Kong) that manages the AAVS Account, usually a bank, a financial services company or an issuer of credit cards;
"*Octopus*" has the meaning as defined in the Conditions of Issue;
"*Octopus* Holder" means a user of an *Octopus* who may be an AAVS Account Holder or his/her family and friend(s) who have applied to link their *Octopus* to the AAVS Account;
"Octopus payment system" means the payment system maintained and operated by us;
"Our Account" means any bank account specified by us to the Financial Institution from time to time;
"Service Provider" means any transport operators, retailers (including but not limited to, supermarkets, convenience stores, restaurants and fast food shops, food, other consumer goods e.g. medicines & cosmetics, books, newspapers, stationery and gifts, accessories shops, shopping malls, wearing apparel, telecommunications), entertainment/recreation/sports facilities providers, educational establishments, government related entities, building access

control providers, unattended services (such as vending machines/kiosks/photo booths/telephone booths) or other parties which offer their services when you present your *Octopus* and are approved by us. These Service Providers should display the *Octopus* acceptance logo clearly; and "value" means the electronic value recognised by the *Octopus* payment system.

5. In the event that the AAVS Account Holder and the *Octopus* Holder are different persons, the AAVS Account Holder and the *Octopus* Holder shall be jointly and severally liable to us under this Agreement, including but without limitation, in respect of all value added to the *Octopus* by the Automatic Add Value Service, unless the *Octopus* Holder is a minor or otherwise does not have full legal capacity, in which case, the parent or guardian of such *Octopus* Holder and the AAVS Account Holder shall be jointly and severally liable to us.
6. The *Octopus* Holder agrees to be bound by the Conditions of Issue and unless stated otherwise, use of defined terms in this Agreement shall have the same meaning in the Conditions of Issue. If there is any conflict between this Agreement and the Conditions of Issue, this Agreement shall prevail.
7. The Chinese translation of this Agreement is provided for reference only. In case of any discrepancy between the English version and the Chinese translation, the English version shall prevail.

Automatic Add Value Service

8. We shall be entitled to charge a fee to the AAVS Account Holder and/or the *Octopus* Holder for application of the Automatic Add Value Services in respect of their *Octopus*. The fee will be determined and announced by us from time to time.
9. The Automatic Add Value Service is available to any *Octopus* Holder over a minimum age which we will announce from time to time. However, in exceptional cases, we reserve the right to reject any application for the Automatic Add Value Service without giving any reason.
10. The *Octopus* Holder must not transfer his/her *Octopus* to another person once the Automatic Add Value Service has been applied for and has not been cancelled in respect of that *Octopus*.
11. Under normal circumstances, we will make reasonable efforts to ensure that the Automatic Add Value Service is operating, but we cannot guarantee that this will always be the case as it depends on the Financial Institutions' and Service Providers' own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control.
12. We reserve the right to cancel or suspend your Automatic Add Value Service without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.
13. We shall be entitled at our sole discretion to limit the amount of value that may be added to the *Octopus* by the Automatic Add Value Service in any single day or during any period.
14. We shall take reasonable steps to ensure that our records of the transactions relating to the *Octopus* are true and accurate. Our records shall be conclusive evidence of the value added to the *Octopus* by means of the Automatic Add Value Service and of any amounts due from the AAVS Account Holder and/or the *Octopus* Holder to us except for any manifest error on our part.

Direct Debit

15. For any value added to the *Octopus* by means of the Automatic Add Value Service, the same amount in Hong Kong dollars shall be due from the AAVS Account Holder and the *Octopus* Holder to us immediately.
16. We shall be entitled to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account the amount of money stated by us to be due from the AAVS Account Holder and the *Octopus* Holder to us at any time, and the AAVS Account Holder shall authorise the Financial Institution to comply with such instructions.
17. We shall not be liable for any fees or charges that the Financial Institution may impose on the AAVS Account Holder and the same shall be borne by the AAVS Account Holder.
18. The AAVS Account Holder and/or the *Octopus* Holder shall ensure that there are always sufficient funds in, or credit facilities available upon, the AAVS Account to enable the Financial Institution to comply with the instructions from us in respect of the AAVS Account.
19. We reserve the right to charge the AAVS Account Holder and/or the *Octopus* Holder a reasonable fee for providing the Automatic Add Value Service.

Dishonoured Instructions

20. If the Financial Institution fails to comply with our instructions in relation to the AAVS Account because there are insufficient funds in, or credit facilities available upon, the AAVS Account, or for any other reason:-
- (a) the AAVS Account Holder and the Octopus Holder shall on demand repay any amount due from the AAVS Account Holder and the Octopus Holder to us; and
 - (b) we shall be entitled to charge the AAVS Account Holder and the Octopus Holder a reasonable administration fee and to apply the remaining value in the Octopus, if any, in or towards payment of any amount of money due from the AAVS Account Holder and the Octopus Holder to us (including the administration fee).
21. If the value in the Octopus is insufficient to pay the amount of money due from the AAVS Account Holder and/or the Octopus Holder to us, we shall be entitled to, in addition to other remedies available, immediately cancel the Octopus and the Automatic Add Value Service and forfeit the Deposit, if applicable, without notice to the AAVS Account Holder or the Octopus Holder. Once cancellation of the Octopus is effected, it cannot be re-activated subsequently.

Cancellation of the Automatic Add Value Service

22. The AAVS Account Holder and/or the Octopus Holder (other than a holder of a Bank Issued Octopus who should refer to Clause 22A below) may apply for the cancellation of the Automatic Add Value Service by contacting us or the Financial Institution. If accepted, the AAVS Account Holder and/or the Octopus Holder will be required to present the affected Octopus for disabling the Automatic Add Value Service on the Octopus in accordance with our instructions. If the Automatic Add Value Service on the Octopus is not disabled according to our instructions, we shall be entitled to immediately cancel the Octopus and the Automatic Add Value Service, and forfeit the Deposit, if applicable, without further notice to the AAVS Account Holder or the Octopus Holder. Once the cancellation of the Octopus is effected, it cannot be re-activated subsequently.
- 22A. If you hold a Bank Issued Octopus, subject to the terms of the cardholder agreement between you and the issuing Financial Institution, you or the issuing Financial Institution may request for cancellation of your Bank Issued Octopus. Once notified by the issuing Financial Institution, we will cancel the Automatic Add Value Service on the Bank Issued Octopus.
23. The AAVS Account Holder and the Octopus Holder shall be jointly and severally liable for all amounts due to us through the use of the Automatic Add Value Service on or before the effective cancellation of such Automatic Add Value Service. We shall be entitled, before and/or after the effective cancellation of the Automatic Add Value Service of an Octopus, to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account any amount of money due to us as a result of the Automatic Add Value Service transactions carried out before the effective cancellation of such Automatic Add Value Service.
24. We reserve the right to charge the AAVS Account Holder and/or the Octopus Holder a reasonable administration fee for the cancellation of the Automatic Add Value Service.

Indemnity

25. The AAVS Account Holder and the Octopus Holder shall jointly and severally indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses (including all reasonable legal expenses) which may be taken against us or which we may suffer, sustain or incur (as the case may be) howsoever arising out of or in connection with any instructions given by us to the Financial Institution in respect of the AAVS Account unless the same were caused by any manifest error on our part.

Risks and Liabilities

26. If, except for any manifest error on our part, the Financial Institution transfers from the AAVS Account to Our Account an amount greater than the actual amount due from the AAVS Account Holder and/or the Octopus Holder to us, we shall not be liable for any loss or damage arising therefrom. Subject to Clause 41 below, we shall only be liable to refund the amount in excess to the AAVS Account Holder.
27. Subject to Clause 26 above, we shall not be liable for any act, conduct, omission or negligence of the Financial Institution or its employees or agents unless the same is done or omitted to be done in accordance with the specific

instructions from us.

28. We shall be entitled to take such action as we think fit for the purpose of enforcing or exercising our rights under this Agreement, and the AAVS Account Holder and the Octopus Holder shall be jointly and severally liable to indemnify us in full for all reasonable costs and expenses incurred by us in respect of any such actions including all reasonable legal charges and expenses.
29. We shall be entitled to employ any persons or companies for the purpose of enforcing or exercising our rights under this Agreement and, except in the case of debt collection agencies, shall not be liable or responsible for any act, conduct, omission or negligence of such persons or companies or their employees unless the same is done or omitted to be done in accordance with the specific instructions from us.
30. We shall be entitled to assign or otherwise transfer any debts due to us from the AAVS Account Holder and/or the Octopus Holder to any persons or companies ("Assignees"), and provided that we comply with all applicable laws, regulations and codes of practice in respect of such assignment(s) in force at the time of the assignment(s), we shall not be liable for actions taken by such Assignees.

Lost Octopus

31. All users of the Automatic Add Value Service are provided with the lost Octopus service. If the Octopus Holder loses the Octopus or if the Octopus has been stolen, he/she shall notify us immediately except where your Octopus is a Bank Issued Octopus, you should contact the issuing Financial Institution. We will then cancel and disable the Octopus after a specific period of time ("Notification Period") following receipt of the loss report. The Notification Period shall be determined and announced by us from time to time. Once cancellation of the Octopus is effected, it cannot be reversed. This lost Octopus service will protect the AAVS Account Holder and the Octopus Holder from the loss of the remaining value and any value added through the Automatic Add Value Service on the Octopus after the expiry of the Notification Period.
32. If the Octopus is cancelled pursuant to Clause 31 above, we will refund to the Octopus Holder the Deposit, if applicable, and the remaining value, if any, on the Octopus as recorded in the Octopus payment system. In the event that there is a negative value in your Octopus, we shall be entitled to set off such negative value against the Deposit, and debit any remaining negative value from the AAVS Account, at the end of the Notification Period. We may charge the AAVS Account Holder and/or the Octopus Holder a reasonable fee, which will be determined and announced by us from time to time, for providing this lost Octopus service. The fee will be deducted from the refund of the remaining value on the Octopus, if any, or charged to the AAVS Account Holder and/or the Octopus Holder, who shall be jointly and severally liable for the payment.

Cancellation of AAVS Account

- 32A. Upon cancellation, termination or expiration of the AAVS Account for any reason, you shall present the affected Octopus for disabling the Automatic Add Value Service on that Octopus in accordance with our instructions. If you do not do so, we shall cancel and disable all and any Octopus (whether or not the Octopus belongs to the AAVS Account Holder) linked to the AAVS Account in question. Once cancellation of the Octopus is effected, it cannot be re-activated subsequently.

Refund Policy on Cancelled Card

- 32B. Upon cancellation of your Octopus under Clauses 12, 21, 22, 22A and/or 32A, we shall be entitled to set off any amount due to us from you and refund any unused remaining value of your cancelled Octopus to you.

Personal Information Collection Statement relating to you (this "Notice") in accordance with the Personal Data (Privacy) Ordinance (the "Ordinance")

33. The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from the AAVS Account Holder and/or the Octopus Holder from time to time (the "Data"). The Data shall include transactional records (meaning the transaction data which we receive from our Octopus readers and/or from other channels in respect of the use of Octopus by the AAVS Account Holder and/or Octopus Holder) to the extent that those transactional

- records are “personal data” under section 2(1) of the Ordinance. This Data is to enable us to provide the Automatic Add Value Service and other related services to the AAVS Account Holder and/or the Octopus Holder. Further information is set out in our Privacy Policy located at: www.octopus.com.hk and this Notice is the basis upon which we collect, hold, process and use the Data.
34. If the AAVS Account Holder and/or the Octopus Holder does not provide his/her personal data to us, we may be unable to provide the AAVS Account Holder and/or the Octopus Holder with the Automatic Add Value Service.
 35. Purpose: Each of the AAVS Account Holder and the Octopus Holder agrees that his / her Data may be used for the following purposes:-
 - (a) processing the application for the Automatic Add Value Service;
 - (b) collecting money due from the AAVS Account Holder and/or the Octopus Holder, whether from the AAVS Account or otherwise;
 - (c) verifying any information and records relating to the AAVS Account Holder and/or the Octopus Holder;
 - (d) management, operation and maintenance of the Octopus payment system, including audit and exercising our rights and the rights of the AAVS Account Holder and/or Octopus Holder under the Conditions of Issue and this Agreement;
 - (e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - (f) communication by us to the AAVS Account Holder and/or the Octopus Holder;
 - (g) investigation of complaints, suspected suspicious transactions and research for service improvement;
 - (h) prevention or detection of crime; and
 - (i) disclosure as required by law, rules, regulations, codes or guidelines.
 36. Transfer: Data will be kept confidential by us, but each of the AAVS Account Holder and Octopus Holder agrees that for the purpose(s) set out in Clause 35 above, we may transfer or disclose such Data to the following parties within the Hong Kong Special Administrative Region (“Hong Kong”) (except that the parties set out in Clauses 36(a) and 36(b) below may be located outside Hong Kong):
 - (a) issuers of Bank Issued Octopus and Financial Institutions which owe a duty of confidentiality to us and with which the AAVS Account Holder and/or Octopus Holder has selected to register;
 - (b) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications computer, payment, data processing or other services in connection with the operation of our business (such as professional advisors, call centre service providers or debt collection agencies (in the event of any money due to us by the AAVS Account Holder and/or the Octopus Holder), gift redemption centres or data entry companies);
 - (c) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and
 - (d) any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries and/or affiliates are under a binding obligation to make disclosure under the

requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.

37. Access: Each of the AAVS Account Holder and the Octopus Holder has the right to:
 - (a) check whether we hold Data and to have access to that Data;
 - (b) require us to correct any Data which is inaccurate; and
 - (c) ascertain our policies and practices in relation to Data and to be informed of the kind of Data held by us.
38. We reserve the right to charge the AAVS Account Holder and/or Octopus Holder a reasonable fee for complying with any request for access to his/her Data.
39. Any Data access request should be made in writing to:
The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong
Email: dpo@octopus.com.hk
40. Nothing in this Notice shall limit the rights of the AAVS Account Holder and/or Octopus Holder under the Ordinance.

Deductions by Mistake

41. Each of the AAVS Account Holder and the Octopus Holder must ensure that the AAVS Account Holder shall-
 - (a) keep himself/herself promptly informed of all transactions relating to the AAVS Account, which will involve examining each statement issued by the Financial Institution in respect of the AAVS Account or, if the Financial Institution does not issue statements in respect of the AAVS Account, updating and examining the passbook for the AAVS Account regularly, unless he/she has some other effective means of monitoring transactions on such account; and
 - (b) notify us within 12 months of the day of any debit from the AAVS Account to Our Account if he/she claims that we were not entitled to debit the relevant amount from the AAVS Account. After such period, neither the AAVS Account Holder nor the Octopus Holder shall make any claim that we were not entitled to debit the relevant amount from the AAVS Account unless:-
 - (i) we failed to exercise reasonable skill and care in respect of any such debit; or
 - (ii) any such debit arose from any manifest error on our part.

Termination

42. This Agreement shall terminate when the Automatic Add Value Service is cancelled in accordance with Clauses 12, 21, 22, 22A or 32A above, but such termination shall not affect the rights and obligations of the parties accrued prior to the termination.

Changes to this Agreement

43. We may amend this Agreement from time to time. We shall notify the AAVS Account Holder and the Octopus Holder by giving them written notice of the change(s) or, as we shall at our absolute discretion determine, by publishing a notice of the change(s) in one Chinese and one English language newspaper in Hong Kong, at least 30 days before such amendments are to take effect. We shall provide the AAVS Account Holder and/or the Octopus Holder with a copy of the latest version of this Agreement upon written request. The latest version of this Agreement will also be available on our website at www.octopus.com.hk. If the Octopus Holder uses the Octopus after any amendment to this Agreement shall have taken effect, that amendment shall be deemed to have been accepted by the AAVS Account Holder and the Octopus Holder.

Governing Law

44. This Octopus Automatic Add Value Agreement shall be governed by the laws of Hong Kong.