

REF: 20

SC:

CH: PDF

申請信用卡類別 Credit Card Requested

閣下現時是否大新銀行信用卡客戶? Are you existing Dah Sing Bank Credit Cardholder?

是 Yes 否 No

主卡申請人之JFT VIP會員號碼

JFT VIP Membership No. of Principal Card Applicant

大新 JFT 信用卡 Dah Sing JFT Credit Card (356/00)



年薪要求 Annual Income Requirement HK\$60,000

迎新禮品 Welcome Gift \$300 JFT Dollars (JF1)

如未能提供JFT VIP會員號碼,閣下將自動申請成為JFT VIP會員,並獲提供新號碼作存入JFT Dollars之用。 In case no JFT VIP Membership No. is provided, you will automatically enroll into JFT VIP Membership and a new Membership No. will be assigned for crediting the JFT Dollars

個人資料 Personal Data

英文姓名 (須與香港身份證上所列相同)

English Name (as printed on HKID Card)

先生Mr 太太Mrs 小姐Ms

中文姓名

Name in Chinese

舊名/別名 (如有,請附有關證明)

Former Name /Other Name (please attach documentary proof if any)

出生地點 Place of Birth

出生日期 Date of Birth

日 DD 月 MM 年 YY

香港身份證 / 護照號碼 HKID / Passport No.

國籍 Nationality

(如非香港永久居民,請提供有關證明。 For non-permanent HKID customer, please provide Nationality proof.)

婚姻狀況 Marital Status

未婚 Single(S) 已婚 Married(M) 離婚 Divorced(D) 供養人數 No. of Dependents

教育程度 Education Level

大專或以上 Post secondary or above(T) 中學 Secondary(S) 小學 Primary(P) 其他 Others(O)

居住地址 (請用英文正楷填寫) Residential Address (in English BLOCK letters)

室 Flat/Rm 樓 FL 座 Block 大廈/屋邨 Building/Estate

地區 District

香港 H.K. 九龍 Kin. 新界 N.T.

門牌號數及街道名稱 No. and Name of Street

本人之永久地址與上述居住地址不同 (請附上永久地址證明) If your permanent address is different from the above, please provide proof of your permanent address.

居住年數 Years There

住宅電話號碼 Home Tel. No.

住宅 Residence

宿舍 Quarters(Q)

與家人/親屬同住 Live with parents/relatives(P)

自置物業 Self-owned(O)

租賃 Rented(R)

通訊地址 (恕不接受郵政信箱)

Correspondence Address (P.O. Box will not be accepted):

公司地址 Office Address 居住地址 Home Address

Del Code

按揭 Mortgage(M)

每月按揭供款/租金: HK\$ Mortgage Instalment/Rent Per Month

電郵地址 Email Address (最多30個字連標點符號 Maximum 30 characters including punctuation marks)

(敬請填寫以便本行日後通知閣下最新優惠 Please fill in for further promotional information updates)

職業 Your Occupation

任職公司名稱 (請用英文正楷填寫)

如閣下為自資經營,請填寫商業登記證號碼及附上商業登記證本 Name of Employer (in English BLOCK letters) If you are self-employed, please fill the business registration (BR) No. and attach a copy of the BR certificate.

任職公司地址 (請用英文正楷填寫) Office Address (in English BLOCK letters)

室 Flat/Room 樓 Floor 座 Block 大廈/屋邨 Building/Estate

公司電話 Office Tel.

內線 ext.

手提電話/傳呼機號碼 Mobile/Pager No.

門牌號數及街道名稱 No. and Name of Street

職位 Position

業務性質 Nature of Business

任職此行業年期 Year in Industry

地區 District

香港 H.K. 九龍 Kin. 新界 N.T.

任職現公司年期 Year of Service

每月收入 Monthly Income

其他收入來源 Other Income Source

N/D

附屬卡 Supplementary Card

附屬卡之申請將不適用於主卡申請人若其為本港認可全日大專學生。 Not applicable for the principal cardholder who is local tertiary institutes' full time student.

附屬卡申請人必須年滿18歲。 Supplementary Card Applicant should be aged 18 or above.

英文姓名 (須與香港身份證上所列相同)

English Name (as printed on HKID Card)

先生Mr 太太Mrs 小姐Ms

中文姓名

Name in Chinese

舊名/別名 (如有,請附有關證明)

Former Name /Other Name (please attach documentary proof if any)

Surname

Given Name

與申請人關係 Relationship with Applicant

任職公司名稱 Name of Employer

職位 Position

出生日期 Date of Birth

香港身份證/護照號碼 HKID/Passport No.

住宅電話號碼 Home Tel. No.

公司電話號碼 Office Tel. No.

電郵地址 Email Address (最多30個字連標點符號 Maximum 30 characters including punctuation marks)

(敬請填寫以便本行日後通知閣下最新優惠 Please fill in for further promotional information updates)

國籍 Nationality

父母及大學或學院資料 Parents & University/College Information

此欄只適用於本港認可全日大專學生填寫。 The following section is only applicable to local tertiary institutes' full time student.

父/母親姓名 Father's/Mother's Name

任職機構名稱 Name of Employer

公司地址 Office Address

姓名

公司電話 Office Tel.

內線 ext

手提電話 Mobile No.

職位 Position

每月收入 Monthly Income

HK\$

本人證實已獲得上述人士同意將其以上個人資料予以披露。 I confirm that I have obtained the prior consent of the above persons for disclosing his/her above personal data.

大學或學院名稱 Name of University or College

學系 Department

學生證號碼 (請附上副本) Student ID No. (Please attach copy)

畢業年份 Year of Graduation

聲明及協議 Declaration & Agreement

本人確認申請大新JFT信用卡,並明白及同意受列印於背頁之條款及細則所約束。

I confirm to apply for Dah Sing JFT Credit Card, and understand and agree to be bound by the terms and conditions printed on the back of this page.

X

主卡申請人簽署

Signature of Principal Card Applicant

日期 Date

X

附屬卡申請人簽署

Signature of Supplementary Card Applicant

日期 Date

聲明及協議(續) Declaration and Agreement (Continue)

本人/吾(等)證實背頁資料全部完整及確實無訛,並同意授權大新銀行(「銀行」)向任何方面查證。本人/吾(等)明白在此申請中蓄意作出虛假陳述意圖欺騙,本人/吾(等)可能會受到刑事檢控。本人/吾(等)同意授權銀行將本人/吾(等)之資料交予任何信貸服務機構或財務機構或從其獲取有關資料以作信貸審查用途。本人/吾(等)明白必須向銀行提供以上要求的資料以供銀行處理本人/吾(等)之申請。若本人/吾(等)未能向銀行提供上述資料,則銀行可能不接受本人/吾(等)之申請。本人/吾(等)可接獲銀行之信用卡客戶服務部要求查閱及修改上述資料而銀行有權收取手續費。本人/吾(等)並同意完全遵守大新信用卡持卡人合約(「該合約」)之條款,該合約將在申請獲得批准後與卡一併發出給本人/吾(等)。本人/吾(等)明白並同意銀行有權要求本人/吾(等)呈交其他文件及拒絕此申請而毋須提供理由。本人/吾(等)同意授權銀行將本人/吾(等)之資料交予JFT Holdings Limited作為本人/吾(等)申請成為JFT Holdings Limited會員用途及同意銀行將本人/吾(等)之個人資料轉送到JFT Holdings Limited或其商業夥伴,藉此為本人/吾(等)提供各項服務及優惠。本人/吾(等)明白大新JFT信用卡零售交易及現金透支之年息分別為24%及30%。根據銀行營運守則採用淨現值法作計算,零售交易及現金透支之實際利率分別為25.84%及36.09%。本人/吾(等)明白並同意銀行有權根據本人/吾(等)其他資料而決定審批有關年息率及信用額予本人/吾(等)。本人/吾(等)明白可豁免首3年年費。本人/吾(等)明白其後每張大新JFT普通卡主卡之年費為HK\$250(每張附屬卡為HK\$125)。本人/吾(等)明白並同意銀行有權因應市場情況而修訂信用卡之優惠及收費,而透過e-banking網上理財服務由大新JFT信用卡扣繳繳交賬項之手續費為繳款金額之1%(只適用於須預先登記之商戶)。本人/吾(等)聲明本人/吾(等)名下由任何金融機構發出之信用卡及其他貸款(有抵押或無抵押),從沒有因欠賬而被取消,並聲明本人/吾(等)現於其他金融機構之貸款欠款(包括信用卡及其他貸款)並沒有逾期還款超過10天,本人/吾(等)再聲明本人/吾(等)從沒有被頒佈破產令或被作出任何種類之重整債務還款計劃,本人/吾(等)亦沒有進行申請破產或任何種類之重整債務還款計劃,及沒有意圖申請破產或債務重組。假如申請表以傳真方式傳送,銀行將有權視收到之傳真本在任何方面皆為真確及對本人/吾(等)有約束力。如透過電話申請,銀行有權以本人/吾(等)與客戶服務員之對話在任何方面皆為真確及對本人/吾(等)有約束力。如本人/吾(等)與銀行之董事或僱員有任何親屬關係,本人/吾(等)定當以書面通知銀行。本人/吾(等)確定本人/吾(等)已詳閱,明白並同意受到此申請表包括其章則及條款所約束及本人/吾(等)承認及同意不論本人/吾(等)之申請其後遭撤回或拒絕與否,銀行可根據不時給予客戶「有關客戶資料之客戶通知」所指定的用途及向指定人士披露所有由本人/吾(等)應銀行之要求而提供有關本人/吾(等)之個人資料。若本文件之中英文本有任何歧異,概以英文本為準。

I/We confirm that the information overleaf is true, complete and correct and authorise Dah Sing Bank (the 'Bank') to verify this from any source the Bank may choose. I/We understand that if I/we knowingly make any false statement in my/our application with an intention to deceive, I/we may be liable for criminal prosecution. I/We agree to authorize the Bank to pass details of my/our personal data to or obtain the same from any credit reference agencies or other financial institutions at the discretion of the Bank for credit assessment. I/We understand that it is necessary for me/us to supply the data requested above to the Bank in order for the Bank to process my/our application. My/Our failure in providing any of the above data to the Bank may result in this application being rejected. I/We may always contact the Credit Card Customer Service Department of the Bank to gain access to and request correction or amendment to the above data while the Bank reserves the rights to charge me/us handling fee. I/We agree to be bound by the terms and conditions of Dah Sing Credit Card Cardholder Agreement ("the Agreement"), a copy of which will be sent to me/us with the Card(s) upon approval of this application. I/We agree that the Bank reserves the rights to request other supporting documents or reject my/our application without giving reason. I/We agree to authorize the Bank to pass my/our personal data to JFT Holdings Limited for the purpose of my/our enrollment into the membership programme of JFT Holdings Limited and agree to the Bank's transfer of my/our personal data to JFT Holdings Limited or its business partner so as to offer services and privileges to me/us. I/We understand that the interest rate for Retail Purchase and Cash Advance for Dah Sing JFT Credit Card is 24% p.a. and 30% p.a. According to the guideline of the Code of Banking Practice, Annualised Percentage Rate is calculated based on the Net Present Value (NPV) method; the Annualised Percentage Rate for Retail Purchase and Cash Advance is 25.84% p.a. and 36.09% p.a. respectively. I/We understand and agree that the Bank holds the right to approve the interest rate and credit limit according to my/our other information. I/We understand that I/we can enjoy first 3-year annual fee waiver. Annual fee is HK\$250 for the Dah Sing JFT Classic Credit Card and HK\$125 for each supplementary card. I/We understand and agree that the Bank reserves the rights to revise the offers and charges of the Card according to the market situation. Handling fee for e-banking bill payment via Dah Sing JFT Credit Card is 1% of the bill payment amount (applicable to pre-registration merchants only). I/We declare that no credit card or loan (secured or unsecured) under my/our name(s) issued by any financial institutions has been cancelled due to default in payment, and there is no current overdue payment exceeding 10 days in respect of my/our loan indebtedness (including credit card and any loans) with other financial institutions. I/We further declare that no bankruptcy order or any kind of restructured debt repayment plan has ever been made against me/us and I/we am/are not in process of petitioning for bankruptcy or any kind of restructured debt repayment plan, nor have any intention so to do. In case this application form is sent by fax, the Bank shall be entitled to treat the faxed copy received as true and correct in all respects and shall be binding on me/us. Where any application is made by phone, the Bank shall be entitled to treat such communication as made or fully endorsed by and binding on me. I/We agree to inform the Bank in writing if I/we have any relationship with any of the Bank's directors or employees. I/We confirm that I/We have read, understood and agreed to be bound by this application form including the Terms and Conditions. I/We acknowledge and agree that, irrespective of whether my/our application is subsequently withdrawn or rejected, all personal data and information with respect to me/us which are provided by me/us at the request of the Bank may be used or disclosed by the Bank for such purpose and to such persons in accordance with the Bank's "Notice to Customers relating to customers' Data" made available by the Bank to customers from time to time. In case of any discrepancy between the English and Chinese versions of the document, the English version shall prevail.

注意事項 Important Notice

注意: 為確保閣下之信用卡申請可獲迅速處理,請細查下列各文件副本是否一併交回,並於下列空格內加上「✓」號以茲註明。

Note: To ensure prompt processing of your credit card application, please check if copies of the following documents are enclosed and put a "✓" in the appropriate box(es).

- | | |
|---|--|
| <input type="checkbox"/> 閣下及附屬卡申請人(如適用)之香港身份證/護照
Your HKID Card/Passport and that of any Supplementary Card Applicant(s) | <input type="checkbox"/> 閣下之商業登記證及利得稅單(適用於自資經營之申請人)
Your Business Registration Certificate & profit tax demand note (for self-employed applicant) |
| <input type="checkbox"/> 附有閣下姓名、賬戶號碼及薪酬之最近銀行月結單/存摺;或最近之薪俸稅單;或最近1個之糧單
Latest bank statement / passbook showing your name, account number and salary entry; OR latest income tax demand note; OR latest 1 month's payroll slip | <input type="checkbox"/> 閣下最近3個月之內現居址證明,例如:電費單或銀行結單
Your latest residential proofs e.g. electricity bill or bank statement, dated within 3-month |

若閣下為全職學生,請附上學生證副本。

If you are a full-time student, please attach a copy of your student card.

所有文件(包括此申請表)恕不退還。

Documents supplied (including this application form) are not returnable.

For Bank's Use Only

For RCD Use Only

DEC	FULL	Y	/	N
SIG1	SIG2	CR	CC	

Branch Info

BR	SOC	GIFT
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CC/M899/0908

POSTAGE
WILL BE
PAID BY
LICENSEE
郵費由持
牌人支付

NO POSTAGE
STAMP
NECESSARY IF
POSTED IN
HONG KONG
如在本港投寄
毋須貼上郵票

BUSINESS REPLY SERVICE LICENCE NO.: 4340
商業回郵牌號: 4340

DAH SING BANK LTD.
CREDIT CARD CENTRE
G.P.O. BOX 333
HONG KONG

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) 為銀行及/或特選的公司推廣服務或產品；
 - (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士追收欠款；
 - (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) D.A.H. Hambros Bank (Channel Islands) Limited；
 - (ii) 任何中間人、承包商、或提供行政、電訊、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人；
 - (iii) 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；
 - (iv) 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銀行同一集團的公司；
 - (v) 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)；
 - (vi) 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；
 - (vii) 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；
 - (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；
 - (ix) 銀行的任何保險公司或代理人、經紀、商號或其他商業夥伴；
 - (x) 任何提供或計擬提供擔保或第三者抵押以擔保或保證客戶的責任的人仕；
 - (xi) 可通過其進行銀行交易之自動櫃員機或電子零售轉賬系統終端機網絡的經營商或參與商；及
 - (xii) 特選的公司，目的是通知客戶有關銀行認為適合他們的服務資料。
- (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:-
- (i) 有權審查銀行是否持有他的資料及有權查閱有關的資料；
 - (ii) 有權要求銀行改正有關他不準確的資料；
 - (iii) 有權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) 有權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) (若適用)，已完全清結有關信貸並終止戶口而在戶口終止前五年沒有任何重要欠賬的話，有權要求銀行向信貸資料服務機構(即銀行曾向其提供有關戶口資料的信貸資料服務機構)發出要求將有關該已終止戶口的資料從其資料庫中刪除；及
 - (vi) 有權退出及撤回該等同意。
- (g) 如銀行已為一客戶提供信貸而其后就該戶口有拖欠還款時，除非在六十天內全部清結有關欠款，否則該客戶須讓信貸資料服務機構將其戶口資料保留，直至全數清還欠款後的五年或該客戶獲解除破產日期(而有關信貸資料服務機構須獲得通知有關日期)後的五年(當中較早者)為止。
- (h) 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。
- (i) 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。
- (j) 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
- (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(包括分期付款或租用)，而信貸資料一詞當作相應解釋。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) 本文並不限制當事人根據任何條例或行業指引所擁有之權利。
- (文義如有歧異，以英文本為準。)

Notice to Customers relating to Customers' Data

- (a) From time to time, it is necessary for customers to supply 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 services or products of the Bank and/or selected 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) D.A.H. Hambros Bank (Channel Islands) Limited;
 - (ii) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (iii) any branch, subsidiary, holding company, associated company or affiliate of the Bank;
 - (iv) any other person under a duty of confidentiality to the Bank including a group company of the Bank which has undertaken to keep such information confidential;
 - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
 - (vi) credit reference agencies, and, in the event of default, to debt collection agencies;
 - (vii) 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;
 - (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;
 - (ix) any insurance company or agent, broker, merchant or other business partners of the Bank;
 - (x) any party giving or proposing to give a guarantee or third party security to guarantee or secure the customer's obligations;
 - (xi) operators or participants of ATM terminals or Electronic Fund Transfer Point of Sale terminals through which a banking transaction may be effected; and
 - (xii) selected companies for the purpose of informing customers of services which the Bank believes will be of interest to customers.
- (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 :-
- (i) has the right to check whether the Bank holds data about him and the right of access to such data;
 - (ii) has the right to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) has the right 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) has the right, 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) (where applicable); has the right, upon termination of the account by full repayment and on condition that there has not been within 5 years immediately before account termination, any material default on the account, to instruct the Bank to request the credit reference agency to which the Bank has provided the data relating to the relevant account to delete from its database any account data relating to the terminated account; and
 - (vi) has the right to opt-out by withdrawing consent.
- (g) Where the Bank has provided credit to customer and the account is subsequently in default, unless the amount in default is fully repaid before the expiry of 60 days from the date of the default, the customer will be liable to have his account data retained by the relevant credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of the customer's discharge from bankruptcy as notified to the relevant credit reference agency, whichever is earlier.
- (h) 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.
- (i) 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.
- (j) 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
- (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) and the words credit data shall be construed accordingly. 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 any data subject under any industry code or under any Ordinance.

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

November, 2008



八達通自動增值協議

1. 本協議於2008年11月3日起生效。

簡介

- 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。
- 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

- 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；
 - 「銀行發行版八達通」指由本公司授權之銀行或金融服務公司所發行、具有八達通功能的卡或產品；該卡或產品受發卡銀行或金融服務公司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登的八達通發卡條款；
 - 「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」指管理自動增值服務賬戶的公司，通常是銀行或信用卡公司；
 - 「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」指參予八達通收費系統，並通過八達通支付其貨品及服務貨款的機構；及
 - 「儲值」指八達通收費系統所確認的電子儲值。
- 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。
- 八達通持有人同意遵守發卡條款。若本協議與發卡條款之間有任何抵觸，應以本協議為準。
- 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義，則以英文本為準。

自動增值服務

- 如自動增值服務賬戶持有人及八達通持有人為其八達通申請自動增值服務，本公司將有權向自動增值服務賬戶持有人及八達通持有人收取費用。本公司將會不時釐定及公佈有關費用。
- 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。
- 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。
- 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。
- 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。
- 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。
- 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記錄均屬真實準確。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

- 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。
- 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。
- 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。
- 自動增值服務賬戶持有人及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。
- 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八達通持有人收取合理費用的權利。

無法履行指示

- 若由於該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：
 - 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；
 - 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)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)。
- 若八達通內的儲值不敷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款項，則本公司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及八達通持有人。

取消自動增值服務

- 自動增值服務賬戶持有人及八達通持有人(如屬銀行發行版八達通持有人，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，將會指示自動增值服務賬戶持有人及八達通持有人，將其八達通送交任何指定認可服務中心，以便辦理取消該八達通的自動增值服務。在指定認可服務中心完成取消手續後，取消自動增值服務即告生效。
- 如閣下持有銀行發行版八達通，閣下或發卡銀行或金融服務公司可根據閣下與發卡銀行或金融服務公司之間的發卡協議條款，申請註銷閣下的銀行發行版八達通的自動增值服務。當接獲發卡銀行或金融服務公司的通知，我們將註銷有關銀行發行版八達通的自動增值服務。
- 自動增值服務賬戶持有人及八達通持有人須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。
- 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八達通持有人收取合理手續費的權利。

彌償

- 自動增值服務賬戶持有人及八達通持有人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

- 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。
- 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。
- 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)。
- 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。
- 在本公司遵守所有適用於轉讓權的相關法律、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」)轉讓其「賬戶」轉讓或以其他方式轉移自動增值服務賬戶持有人及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

- 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，則應聯絡發卡銀行或金融服務公司。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內尚有餘額以及經自動增值服務賬戶之款項於通知期間內後免受損失。
- 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於通知期間結束之時的紀錄，將八達通的按金(如適用)及餘額(如有)退還八達通持有人。本公司有權為提供此項八達通報失服務而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中扣除，或由八達通持有人支付。

個人資料

關於個人資料(私隱)條例(「該條例」)的通知(「本通知」)

- 如欲獲得或繼續使用自動增值服務，每位自動增值服務賬戶持有人及八達通持有人需向本公司提供本公司不時需要的自動增值服務賬戶持有人及八達通持有人的個人資料。
- 若自動增值服務賬戶持有人及/或八達通持有人不能或不願提供有關正確資料，本公司將無法向自動增值服務賬戶持有人及/或八達通持有人提供自動增值服務。
- 每位自動增值服務賬戶持有人及八達通持有人同意，為申請及使用自動增值服務而向本公司提供的個人資料，均可作為以下用途：
 - 處理自動增值服務的申請；
 - 收取自動增值服務賬戶持有人及八達通持有人所欠款項，不論在自動增值服務賬戶收取或以其他方式收取亦然；
 - 進行任何自動增值服務賬戶持有人及八達通持有人有關的財務、信貸及其他資料及紀錄的核實工作；
 - 執行及行使本協議規定的本公司權利；
 - 八達通收費系統的正常管理、運作及保養，包括審計在內；
 - 設計本公司、其附屬公司及聯屬公司(即直接或間接控制本公司、本公司所控制或與本公司隸屬同一控制權的任何其他實體)供客戶使用而提供的新服務，或改善現有服務；
 - 推廣本公司、其附屬公司、聯屬公司或任何選定商務夥伴的貨品及/或服務。本公司、其附屬公司、聯屬公司或任何選定商務夥伴可能需要進行核對程序(詳見該條例釋義)，藉此讓本公司更明白閣下的特質及提供更能滿足閣下需要的其他服務(如提供特別生日推廣活動給予閣下)，協助本公司選擇閣下可能有興趣的貨品及服務，以及確立閣下與本公司選定商務夥伴是否已建立關係；
 - 本公司與閣下進行通訊；
 - 調查投訴、備受懷疑的可疑交易及研究服務改善措施；
 - 防止及偵測罪行；
 - 根據法例作出披露；
 - 概括地作為交通或其他服務的資料或數據來源；及
 - (m)其他相關用途。
- 本公司會將其持有自動增值服務賬戶持有人及八達通持有人有關的資料保密，但自動增值服務賬戶持有人及八達通持有人同意，基於上文第35條列出之目的，本公司可將有關資料轉轉或披露予下述各方(不論位於香港特別行政區(「香港」)境內或境外亦然)：
 - 任何對本公司有保密責任的有關服務供應商；
 - 任何對本公司有保密責任的代理人、承辦商或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第三方服務供應商(例如追討欠債公司或信貸資料庫)；
 - 任何對本公司有保密責任的其他人，包括本公司的附屬公司、聯屬公司或商務夥伴；及
 - 本公司、其附屬公司、聯屬公司或上文(c)段所載的商務夥伴根據任何法例、規則及規例(包括獲轉發資料的香港境外國家地區的例、規則及規例)具有約束力責任向其作出披露的人，但有關披露沒有正式權限方可作出。
- 每位自動增值服務賬戶持有人及八達通持有人有權：
 - 查核本公司是否持有自動增值服務賬戶持有人/八達通持有人有關的資料及查閱該等資料；
 - 要求本公司改正任何關於自動增值服務賬戶持有人/八達通持有人的不正確資料；
 - 查詢本公司就處理個人資料有關的政策及慣例和獲告知本公司持有其個人資料的類別；及
 - 要求本公司不要使用自動增值服務賬戶持有人/八達通持有人的個人資料作直接推廣用途，本公司將會停止有關活動，並不會向自動增值服務賬戶持有人/八達通持有人收取任何費用。
- 本公司保留就處理查閱任何自動增值服務賬戶持有人/八達通持有人的個人資料的要求而向自動增值服務賬戶持有人及八達通持有人收取合理費用的權利。
- 任何關於查閱或改正資料，或查詢有關本公司的資料政策及慣例或本公司持有的資料類別等要求，請以書面向下列人士提出：

資料保護主任

八達通卡有限公司
 香港興發街郵政局郵箱38170號
 如閣下將來不希望收取來自本公司的市場推廣函件，請致函以上人士或致電八達通顧客服務熱線2266 2222。

- 本通知不會限制自動增值服務賬戶持有人/八達通持有人在該條例下所享有的權利。

錯誤扣除款項

- 每位自動增值服務賬戶持有人及八達通持有人必須確保自動增值服務賬戶持有人：
 - 經常及時知悉自動增值服務賬戶的所有交易事項，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
 - 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通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項，除非屬於以下情況，則作別論：
 - 本公司未有妥善處理有關支賬；或
 - 有關支賬乃因本公司明顯的錯誤所導致。

終止

- 如按照上文第12、21、22或22A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

- 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通持有人，或按本公司的絕對酌情權決定，於一份中文報章及一份英文報章上刊載以作通知。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八達通持有人索閱。該最新版本亦可於本公司的網站查閱。於本協議的修訂生效後，如八達通持有人繼續使用八達通，將當作自動增值服務賬戶持有人及八達通持有人接受有關修訂處理。

管轄法律

- 本八達通自動增值協議受香港法律管轄。

Octopus Automatic Add Value Agreement

1. This Agreement is effective from 3 November 2008.

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 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 used 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 bank or financial services company authorised by us and subject to the terms and conditions of the cardholder agreement of that issuing bank or financial services company;

* "Conditions of Issue" means the Conditions of Issue of Octopus published by us as amended from time to time;

* "Deposit" means the deposit paid as security for the Octopus as described in the Conditions of Issue;

* "Financial Institution" means the company that manages the AAVS Account, usually a bank or credit card company;

* "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 Providers" means organisations participating in the Octopus Payment System whose goods and services may be paid for through the Octopus; 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.

6. The Octopus Holder agrees to be bound by 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 the Octopus Holder for application of the Automatic Add Value Service 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 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 Octopus Holder in connection with the Automatic Add Value Service.

18. The AAVS Account Holder and 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 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 the Octopus Holder to us, we shall be entitled to 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.

Cancellation of the Automatic Add Value Service

22. The AAVS Account Holder and 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 cancelled, we will then instruct the AAVS Account Holder and the Octopus Holder to present their Octopus to any of the designated Authorised Service Centres for the disabling of the Automatic Add Value Service on the Octopus. The cancellation will be effective upon the Octopus being disabled at the designated Authorised Service Centre.

22A. If you hold a Bank Issued Octopus, subject to the terms of the cardholder agreement between you and the issuing bank or financial services company, you or the issuing bank or financial services company may request for cancellation of your Bank Issued Octopus. Once notified by the issuing bank or financial services company, we will cancel the Automatic Add Value Service on the Bank Issued Octopus.

23. The AAVS Account Holder and the Octopus Holder shall be 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 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 agree to indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses which may be taken against us or which we may suffer, sustain or incur (as the case may be) however 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 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 excess amount 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 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.

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 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 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 bank or financial services company. 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 at the end of the Notification Period. We may also refund to the Octopus Holder the value, which has been added 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 payable by the Octopus Holder.

Personal Data

Notice (this "Notice") relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

33. It is necessary for each of the AAVS Account Holder and the Octopus Holder to provide his/her personal data to us from time to time in order to enable us to obtain or continue to use the Automatic Add Value Service.

34. If the AAVS Account Holder and/or the Octopus Holder is unable or unwilling to provide such correct data, we may be unable to provide the AAVS Account Holder and/or the Octopus Holder with the Automatic Add Value Service.

35. Each of the AAVS Account Holder and the Octopus Holder agrees that his / her personal data provided to us relating to the application for and the use of the Automatic Add Value Service 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 the Octopus Holder, whether from the AAVS Account or otherwise;

(c) verifying any financial, credit and other information and records relating to the AAVS Account Holder and the Octopus Holder;

(d) enforcing and exercising our rights under this Agreement;

(e) the normal management, operation and maintenance of the Octopus Payment System, including audit;

(f) designing new services (whether obtaining or continuing to use the Automatic Add Value Service);

(g) directly or indirectly controls us, is controlled by us, or is under common control with us for customers' use;

(h) marketing of goods and/or services by us, our subsidiaries, our affiliates or any of our selected business partners. We, our subsidiaries, our affiliates or any of our selected business partners may need to carry out matching procedure (as defined in the Ordinance) to enable us to better understand characteristics of the AAVS Account Holder and/or the Octopus Holder, and to provide other services better tailored to their needs (such as offering special birthday promotions to them);

(i) any other person to whom we are disclosing goods and services that are likely to be of interest to the AAVS Account Holder and/or the Octopus Holder and to establish whether they already have a relationship with our selected business partners;

(j) communication by us to the AAVS Account Holder and/or the Octopus Holder;

(k) investigation of complaints, suspected suspicious transactions and research for service improvement;

(l) prevention or detection of crime;

(m) disclosure as required by law;

(n) as a source of information and data for transport and other services in general; and

(o) other related purposes.

36. Data held by us relating to the AAVS Account Holder/Octopus Holder is kept confidential by us, but each of the AAVS Account Holder and Octopus Holder agrees that for the purposes set out in Clause 35 above, we may transfer or disclose such information to the following parties (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")):

(a) any relevant Service Providers under a duty of confidentiality to us;

(b) any agent, contractor or third party service provider (under a duty of confidentiality to us) who provides administrative, telecommunication, computer, payment, data processing or other services in connection with the operation of our business (such as debt collection agencies or credit reference agencies);

(c) any other person to whom we are disclosing goods and services that are likely to be of interest to the AAVS Account Holder and/or the Octopus Holder and to establish whether they already have a relationship with our selected business partners; and

(d) any person to whom we, our subsidiaries, affiliates or business partners in (c) above, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation, including those of countries outside of Hong Kong for data transferred to those countries, but such disclosure will only be made under proper authority.

37. Each of the AAVS Account Holder and the Octopus Holder has the right to:

(a) check whether we hold data on the AAVS Account Holder and to have access to that data;

(b) request us to correct any data relating to the AAVS Account Holder/Octopus Holder which is inaccurate;

(c) ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and

(d) request us not to use the personal data of the AAVS Account Holder/Octopus Holder for direct marketing purposes, which we will cease to do so to the AAVS Account Holder/Octopus Holder.

38. We reserve the right to charge the AAVS Account Holder/Octopus Holder a reasonable fee for processing any request for access to his/her personal data.

39. Any request for access to data or correction of data or for information regarding our policies and practices and kinds of data held by us should be made in writing addressed to:

The Data Protection Officer,
Octopus Cards Limited,
PO Box 38170,
Hing Fat Street Post Office,
Hong Kong.

If you do not want to receive marketing materials from us in the future, you may write to us at the above address or call Octopus Customer Hotline on 2866 2222.

40. Nothing in this Notice shall limit the rights of the AAVS Account Holder/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 or 22A 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, at least 30 days before such amendment is to take effect. We shall provide the AAVS Account Holder and the Octopus Holder with a copy of the latest version of this Agreement upon request. The latest version of this Agreement will also be available on our website. If the Octopus Holder uses the Octopus after any amendment to this Agreement has 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.