請用英文正楷填寫。申請人必須為香港居住及年滿18歲。若閣下擁有多張大新銀行信用卡，所批核之信用額將為各卡所共用。

Please fill in English in BLOCK letters. Applicant must be a Hong Kong resident, aged 18 or above. Applicant with multiple Credit Cards issued by Dah Sing Bank will have each card's limit.
大新香港醫學專科學院白金卡申請表格

個人／連繫 及 「八連通自動增值」 服務申請表
Application Form for the Personalised Octopus and Octopus Automatic Add Value Service

姓名：
Name:

本人同意為以下八連通自動增值服務的使用人，並同意受八連通自動增值服務條款的約束。
I agree to use the Octopus AAVS and Octopus Automatic Add Value Service and agree to be bound by the Terms and Conditions of the Octopus AAVS and Octopus Automatic Add Value Service.

<table>
<thead>
<tr>
<th>Card Number (Octopus)</th>
<th>Serial Number</th>
</tr>
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<tbody>
<tr>
<td>HK$500</td>
<td>HK$250</td>
</tr>
<tr>
<td>HK$1000</td>
<td>HK$500</td>
</tr>
<tr>
<td>HK$1500</td>
<td>HK$750</td>
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<tr>
<td>HK$2000</td>
<td>HK$1000</td>
</tr>
<tr>
<td>HK$2500</td>
<td>HK$1500</td>
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<tr>
<td>HK$3000</td>
<td>HK$2000</td>
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</tbody>
</table>

申請八連通自動增值服務支付的自動增值額為 HK$5000。
The Automatic Add Value Service fees for Octopus AAVS is HK$5000.

日期：
Date:

自动增值服務賬戶持有人聲明
Declaration of AAVS Account Holder

本人聲明並確認，本申請表內所指的一切資料為本人所知均屬真實、準確及完全。本人並確認會使用所申請的自動增值服務。”
I hereby declare and confirm that all information provided in this application form is true, accurate and complete. I agree to use the specified automatic add value service.

本人亦同意，於使用本人所申請的自動增值服務後，會自動更新銀行賬戶，並將自動增值額轉入本賬戶。
I agree to automatically update the bank account and transfer the automatic add value amount to my account after using the services.

本人明白並同意委任阿里巴巴集團控股有限公司作為服務供應商，並同意委任該公司作為服務供應商。
I hereby acknowledge and agree that Alibaba Group Holding Limited shall be the service provider and I hereby agree to such arrangement.

本人了解並同意接受本申請表內的所指的一切條款及條件，並同意按照條款及條件使用本服務。
I hereby agree to be bound by the terms and conditions as specified in this application form and agree to use the service in accordance with such terms and conditions.
I would like to enrol in the Payment Protection Insurance Plan (the "Plan") with coverage amount up to HK$100,000. I understand that subject to the terms and conditions of the Plan, the Plan will pay for my outstanding balance or the minimum repayment amount up to 12 months if I pass away or lost my working ability as a result of injury by accident or sickness (must continue for not less than 30 days).

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).

[ ] 領取及附屬卡申請人（如適用）之香港身份證/護照
[ ] Your HKID Card/Passport and of any Supplementary Cardholders (if any)

[ ] 附屬卡下姓名、賬戶號碼及薪酬之最近銀行月結存/結算；或最近之薪金稅單；或最近一個月之糧單
[ ] 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

[ ] 附屬卡商業紀錄及信用評級（適用於負責經營之申請人）
[ ] Your Business Registration Certificate & profit tax demand note (for self-employed applicant)

[ ] 附屬卡內最近3個月之現住址證明，例如：電費單或銀行月結單；如永久地址及住宅地址不同，請另提供附屬卡內之永久住址證明。
[ ] Your latest residential proof e.g. electricity bill or bank statement, dated within 3 months. Your permanent address proof, if permanent address is different from residential address. (P.O. Box is not accepted)

I/We agree to the Bank's transfer of my/his/her personal data by Hong Kong Academy of Medicine for the purposes of marketing promotion and business development purposes and the processing of any customer or claim data or our financial affairs, as well as to the obtaining of information about you from the Bank and (in the case of supplementary card applicants application) from the principal card applicant, and the use of such data for the purposes of theaforementioned. I/We understand and agree that the Bank holds the right to amend the interest rate and credit limit from time to time according to my other information available to the Bank from time to time.

I/We confirm that the above information is true, complete and correct and authorize the Bank to verify this from any source to the Bank may deem fit, and to supply this information to any other source to be able to verify this information.

I/We agree to the Bank's transfer of my/his/her personal data to Hong Kong Academy of Medicine for the purposes of marketing promotion and business development purposes and the processing of any customer or claim data or our financial affairs, as well as to the obtaining of information about you from the Bank and (in the case of supplementary card applicants application) from the principal card applicant, and the use of such data for the purposes of theaforementioned.

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Term of Application for Personalised Octopus and Octopus Automatic Add Value Service

1. Eligibility
For the purposes of this application form, "AAVS Account", "AAVS Account Holder" and "Octopus Holder" mean the credit card account specified of this application or such other credit card account notified to us, Octopus Cards Limited by Dan Sing Bank or the AAVS Account Holder from time to time; "AAVS Account Holder" means the person specified in this application form; and "Octopus Holder" means the person specified in this application form.

2. Eligibility
(a) If you are a Dah Sing Bank credit card holder aged 18 or above, you may apply for AAVS to be linked to an Octopus belonging to you, up to a maximum of three Octopus. However, each Octopus must be linked to a different financial institution. In addition, you can also apply for AAVS to be linked to an Octopus belonging to your family members, friends or relatives aged over 12 (you and such other persons together are referred to as the "Applicants") up to a maximum of three Octopus. If an Octopus Holder applies for AAVS with another Octopus, this must be through a different financial institution. Furthermore, each Octopus can be linked to only one AAVS.

3. Application for AAVS and Personalised Octopus
(a) If an Applicant has an existing Octopus and does not wish to apply for a Personalised Octopus, the Applicant should fill in the 8- or 9-digit serial number of his/her Octopus in this application form and complete the application form as required. Once this application is approved by us, the Octopus will be registered under the Applicant’s name and linked to the AAVS Account, and the Applicant will be notified of such approval. If the AAVS function is not yet activated, the Applicant is required to activate the function at designated locations.
(b) If any Applicant would like to apply for a Personalised Octopus (other than one with the student status recorded on it), he/she can apply for one by ticking the appropriate box in this application form.
(c) All Octopus linked with AAVS and Personalised Octopus should not be transferred to or used by a person other than the relevant Octopus Holders.

4. For an Applicant who already has a Personalised Octopus with his/her student status recorded on it, the Applicant may use this application form to apply for the AAVS. To apply for a Personalised Octopus with a student status, the Applicant should apply for such Personalised Octopus through his/her school or the Customer Service Centres of the Service Providers which offer the student status (such as customer service centres of MTR at designated stations).

5. We reserve the right to reject any application for AAVS and/or Personalised Octopus at our sole and absolute discretion.

6. Fee
(a) There is no application fee for first-time Applicants for the AAVS. Where an Octopus already has or has used AAVS linked to it, there is a non-refundable handling fee of HK$20 charged for transferring the AAVS from one financial institution to another, or reactivation of AAVS following suspension or cancellation. Such fee(s) will be charged to the AAVS Account.
(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 for AAVS and/or Personalised Octopus by all the Applicants in this application form.

7. Conditions of Issue of Octopus and Octopus Automatic Add Value Agreement
The use of the 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.

8. 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 of the AAVS and the AAVS are subject to the terms of the Conditions of Issue of Octopus 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.

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 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.
有關客戶資料的客戶通知

在客戶申請開立戶口、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。

若未能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。

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，當客戶開立支票或存款時。

(d) 有關的資料資料將可能會被銀行或其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，及銀行便利客戶之日常運作；
(ii) 作信貸檢查；
(iii) 協助其財務機構、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) 確保客戶的信用值良；
(v) 為客戶設計財務服務或有關產品；
(vi) 推廣及客戶的產品（銀行可能會不會而獲付報酬）：
   (1) 金融、保險、信用卡、理財及醫療服務及產品；
   (2) 回報、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) 銀行及大新金融集団有限公司（“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銀行的債務；
(viii) 向客戶及客戶提供將提供（或不提供）的產品或服務的提供；
(ix) 根據銀行及銀行分行遵守的條例要求或根據就監管機構或其他管理機構發出的任何指引及或規則，有關方面期望銀行或其分行遵守有關規定作出披露；
(x) 使銀行的實質或建議承讓人、或銀行對客戶的權利的參與人或附屬
    參與人核實或重新為轉讓、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。

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列各方作
(d) 指出的用途：
(i) 任何中間人、承包商、或提供行政、電話、自動櫃員機/電子資金
    轉帳服務、電話、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；
(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；而在客戶欠款時，則可將該等資料提供給收數
    公司；
(vi) 銀行根據對銀行或其任何分行行法律約束的規定下或根據就監
    管機構或其他管理機構發出的任何指引及或規則，相關方面期望
    銀行或其分行遵守有關規定及負責任對任何分行作出披露；
(vii) 提供或擬提供擔保或第三者保障以擔保或保障客戶的責任的任何
    一方；
(viii) 任何銀行的實質或建議承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；及
    (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)；
(v) 銀行為(d)及(v)段所列出的任何用途而聘用的外勤服務供應商（包
    括但不限於代表客戶中心、電話公司、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）。

(e) 根據個人資料(私隱)條例(“條例”)及「個人資料(私隱)條例守則」，以及
任何由私隱專員或金管局或其他監管機構所發出的法例或守則，所有客
戶有權：
(i) 查閱銀行是否持有其資料及有權查閱有關資料；
(ii) 要求銀行改正有關他不準確的資料；
(iii) 查閱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，
以及獲銀行正後進一步資料，藉以向有關信貸資料服務機構或收數
公司提出查詢和改正資料要求；
(v) 就銀行己向信貸資料服務機構提供的資料而言，當當透過全款按揭結
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，但指示需在帳戶結清後5年內發生且帳戶在客戶結清前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，直至欠款清償後當日起計或銀行獲通知破
產解除之日計起5年或為止(取較後者)；及
(vi) 退出及撤回該等同意。

(g) 銀行可為信貸審核用途而不時查閱信貸資料服務機構的資料庫。而該等審
核或牽涉銀行下列事項的考慮：
(i) 增加信貸額度；
(ii) 對信貸作出限制(包括取消或減少信貸額度)；或
(iii) 對有關客戶安排或實行債務償還安排。

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<td>2011年5月</td>
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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) ensuring ongoing credit worthiness of customers;

(iv) design marketing the following services and products (in respect of which the Bank 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
4. services or products may be provided 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 (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).

(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):

(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 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

(ix) any party meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches are expected to comply.

(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 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;

(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 of the kind of data held by the Bank;

(v) to require the Bank to correct any data relating to him which is inaccurate;

(vi) to require the Bank to correct any data relating to him which is inaccurate;

(vii) to require the Bank to correct any data relating to him which is inaccurate;

(viii) to require the Bank to correct any data relating to him which is inaccurate;

(ix) to request to be informed of the kind of data held by the Bank;

(x) to be informed of the kind of data held by the Bank.

(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帳戶或所發出之信用卡的自動增值服務）

請注意第33-40條有关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，並只適用於附設在香港金融機構的銀行帳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帳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帳戶持有人，與本公司八達通有限公司，訂立關於使用本公司自動增值服務的合約。本公司乃八達通有限公司（「產品」，即含有本公司科技的消費品項目，如手錶、手機及匙扣等）（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. 本協議所用的詞語現明如下。

「自動增值服務計劃」指有關申請表上指定與閣下的自動增值服務連繫之閣下帳戶，或由金融機構或自動增值服務帳戶持有人不時通知本公司的其他帳戶；

「自動增值服務帳戶持有人」指自動增值服務帳戶的持有人；

「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」指八達通所儲值達到本公司不時釐定的若干最低限额時，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」指本公司不時修訂及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，或已申請將八達通與自動增值服務賬戶連繫的個人或公司。

「八達通收費系統」指本公司維持及維護的收費系統；

「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帳戶；

「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運營商、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、其他消費品零售商及藥物及化妝品店、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、建築物業管理系統服務供應商、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的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. 如自動增值服務帳戶持有人與八達通持有人非同一人，則自動增值服務帳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帳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，除非另有條款，否則本協議應與「八達通發卡條款」的條文相同。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帳戶持有人/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帳戶持有人及/或八達通持有人所欠本公司的款項的確證，除非有異議紀錄存在顯著的錯誤。

直接提款

15. 當八達通透過自動增值服務增值後，自動增值服務帳戶持有人及八達通持有人即欠下本公司相等金額的港元。

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帳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帳戶轉入本公司帳戶，而自動增值服務帳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帳戶持有人所收取的任何費用或收費，本公司概不承擔責任，自動增值服務帳戶持有人須承擔有關費用及收費。

18. 自動增值服務帳戶持有人及/或八達通持有人須確保自動增值服務帳戶已有足夠金額或信貸安排，讓金融機構能遵從本公司所指示的自動增值服務帳戶所發出的指示。

19. 本公司保留就提供自動增值服務向自動增值服務帳戶持有人及
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)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. 若八達通賬戶内の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，本公司亦有權隨時取消八達通及自動增值服務及未收按金（如適用），並必須通知自動增值服務賬戶持有人及八達通持有人。
該八達通一經註銷，將無法重新使用。
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。如本公司接獲申請，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，將無法重新使用。
22A. 如閣下持有銀行發行版八達通，閣下於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，本公司均有權指示指名指數金融機構或通過本公司委任的其他金融機構，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. 如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回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或公司執行或行使本協議規定的本公司權利，對於有關人員或公司(除追討欠賬外)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責任，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. 所有自動增值服務賬戶，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」）之內，取消及停用該八達通。本公司將會不時規則公佈有關通知期間。在八達通取消後，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自動增值服務增值額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记录，將八達通的按金（如適用）及餘額（如適用）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，將無法重新使用。
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服務賬戶持有人及/或八達通持有人收集的個人資料及其他資料（「資料」）的收集、管理、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通讀器及/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帳戶持有人及/或八達通持有人提供八達通及其它相關服務。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. 若自動增值服務帳戶持有人及/或八達通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帳戶持有人及/或八達通持有人提供自動增值服務。

35. 目的：每位自動增值服務帳戶持有人及八達通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) 收取自動增值服務帳戶持有人及/或八達通持有人所欠款項，不論是否自動增值服務帳戶收取；
(c) 進行任何有關自動增值服務帳戶持有人及/或八達通持有人的資料及紀錄的核實工作；
(d) 八達通收費系統的管理、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帳戶持有人及/或八達通持有人的權利；
(e) 為本公司、其附屬公司及聯營公司（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帳戶持有人及/或八達通持有人進行通訊；
(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：本公司將會自動增值服務帳戶持有人及八達通持有人的資料保密，但自動增值服務帳戶持有人及八達通持有人均同意，基於第35條列明之目的，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) 自動增值服務帳戶持有人及/或八達通持有人已選擇

37. 查閱：每位自動增值服務帳戶持有人及八達通持有人有權：
(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) 確定本公司處理及資料的政策及慣例和獲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帳戶持有人及/或八達通持有人的要求查閱任何資料及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
八達通卡有限公司
保障資料主任
郵遞地址：dpo@octopus.com.hk

40. 本通知不會限制自動增值服務帳戶持有人及/或八達通持有人在該條例下所享有的權利。

錯誤扣除款項：
每位自動增值服務帳戶持有人及八達通持有人必須確保自動增值服務帳戶持有人：
(a) 經常及時查核自動增值服務帳戶的所有交易賬項，包括核對金融機構發出的每月自動增值服務帳戶結單，或若金融機構並無發出自動增值服務帳戶結單）定期補記及核對自動增值服務帳戶存賬的賬項，除非有其他更有效方法監察該帳戶的交易賬項，則作別論；及
(b) 若自動增值服務帳戶持有人聲稱本公司無權在自動增值服務帳戶扣除任何款項而轉往本公司帳戶，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，自動增值服務帳戶持有人及八達通持有人不得聲稱本公司無權在自動增值服務帳戶支取有關款額，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。

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。

43. 本協議的修訂

44. 本協議自動增值協議受香港法律管轄。

- 八達通卡有限公司
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 135, 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 assignments 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, 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 to us. If you do not do so, we shall cancel and disable all 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 data (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.

Octopus Cards Limited