

請用英文正楷填寫。申請人必須為香港居民及年滿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

REF: 20 - -

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

☐ 是 Yes ☐ 否 No

申請信用卡類別 Type of Credit Card applied

☒



大新香港醫學專科學院白金卡  
Dah Sing Hong Kong Academy of Medicine Platinum Card  
(108/00)

迎新禮品  
Welcome Gift

:

HK\$300

現金回贈 (HKA)  
Cash Rebate (HKA)

大新香港醫學專科學院白金卡之年薪總額需達HK\$150,000或以上。  
The minimum annual income is HK\$150,000 for Dah Sing Hong Kong Academy of Medicine Platinum Card

個人資料 Personal Data

申請人必須為香港醫學專科學院會員。(請附上會員證明，詳情請參閱「注意事項」。)  
Applicant must be a member of the Hong Kong Academy of Medicine. (Please provide membership proof. For details, please refer "Important Notice")

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

Surname

Given Name

中文姓名 Name in Chinese

舊名/別名 Former Name /Other Name  
(如有，請附上有關證明 please attach documentary proof if any)

姓

名

出生地點 Place of Birth

出生日期 Date of Birth  
日 DD 月 MM 年 YYYY

香港身份證 / 護照號碼 HKID / Passport No.  
(如申請人並未持有香港永久居民身份證，請參閱「注意事項」)  
(For applicants who are non-HK permanent ID cardholders, please refer to "Important Notice")

國籍 Nationality  
(如申請人申明國籍並非「中國香港」，請參閱「注意事項」)  
(For applicants who declare foreign Nationality, please refer to "Important Notice")

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

門牌號數及街道名稱 No. and Name of Street

地區 District

☐ 香港 H.K. ☐ 九龍 Kin. ☐ 新界 N.T.

☐ 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)

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

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

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

☐ 本人不想接收貴行日後發出的任何宣傳推廣資料。  
I do not wish to receive any marketing communication / message from the Bank in future.



職業 Your Occupation

任職醫院/診所/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副本  
Name of Hospital / Clinic / Company Name (in English Block letters). If you are self-employed, please fill in Business Registration (BR) No. and attach a copy of the BR certificate.

任職醫院/診所/公司英文地址 (請用英文正楷填寫)  
Hospital / Clinic / Office Address (in English BLOCK letters)

室 Flat/Room 樓 Floor 座 Block

大廈/屋邨 Building/Estate

門牌號數及街道名稱 No. and Name of Street

地區 District

☐ 香港 H.K. ☐ 九龍 Kin. ☐ 新界 N.T.

公司電話 Office Tel.

內線 ext.

手提電話/傳呼機號碼 Mobile/Pager No.

職位 Position

業務性質 Nature of Business

任職此行業年期 Year in Industry  
年 Y 月 M

任職現公司年期 Year of Service

每月收入 Monthly Income  
HK\$

其他收入來源 Other Income Source  
N/D

附屬卡 Supplementary Card

附屬卡申請人必須年滿18歲。 Supplementary Card Applicant must 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)

☐ 先生 Mr ☐ 太太 Mrs ☐ 小姐 Ms

Surname

Given Name

中文姓名 Name in Chinese

舊名/別名 Former Name /Other Name  
(如有，請附上有關證明 please attach documentary proof if any)

姓

名

與申請人關係  
Relationship with Applicant

任職公司名稱  
Name of Employer ☐ 受僱 Employed ☐ 自僱 Self-employed

職位 Position

出生日期 Date of Birth  
日 DD 月 MM 年 YYYY

香港身份證/護照號碼 HKID/Passport No.  
(如申請人並未持有香港永久居民身份證，請參閱「注意事項」)  
(For applicants who are non-HK permanent ID cardholders, please refer to "Important Notice")

住宅電話號碼 Home Tel. No.

公司電話號碼 Office Tel. No.

國籍 Nationality  
(如申請人申明國籍並非「中國香港」，請參閱「注意事項」)  
(For applicants who declare foreign Nationality, please refer to "Important Notice")

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

☐

Δ (非必須填寫 non-mandatory field)

自動櫃員機服務 ATM Facilities

本人欲將信用卡一併用於自動櫃員機以處理本人以下之大新銀行賬戶。  
I wish to have ATM facilities on my Credit Card for my Dah Sing Bank Account(s) listed below.

主卡申請人  
Principal Card Applicant

附屬卡申請人  
Supplementary Card Applicant

英文 English ☐

中文 Chinese ☐

櫃員機螢幕指示用  
ATM screen instruction in

港元支票/儲蓄賬戶號碼  
HKD Current/Saving Account No.

港元支票/儲蓄賬戶號碼  
HKD Current/Saving Account No.

戶主簽署\* (請用留存大新銀行之印備簽署)  
Account Holder Signature\* (Please use the signature filed with our bank)

\* 如為聯名戶口，必須為其中一人單獨簽署有效之戶口。  
If such account is a joint account, the account can be operated by either account holder

## 大新香港醫學專科學院白金卡申請表格

**信用卡兌現計劃申請表**  
**“Cash-in Plan” Application Form**

如欲申請信用卡兌現計劃，請填妥下列各項並附上閣下之指定個人銀行港元存款戶口之存摺首頁或最近期之銀行存款戶口月結單（印有持戶人之姓名及戶口號碼）之副本。If you would like to apply for "Cash-in Plan", please complete the following fields and **enclose a copy of your designated personal bank Hong Kong Dollar savings account passbook front page or the latest bank statement (indicating your name and account number).**

☒ 本人現申請信用卡兌現計劃，以享每月特低手續費\*優惠，並以下列分期期數繳還款項（請以 ☒ 選擇）：

I would like to apply for "Cash-in Plan" to enjoy the super low monthly handling fee\* and choose the repayment period below (Please put a "✓" on your desired repayment period):

- ☐ 12個月  
12 months
- ☐ 24個月  
24 months
- ☐ 36個月  
36 months
- ☐ 48個月  
48 months

(若客戶無註明選擇，本行將代為選擇24個月免息分期計劃。)

(If not specified, your repayment period will be treated as 24 months.)

\*如欲查詢最新每月手續費及其相關實際年利率，請致電本行客戶服務熱線2828 8002。

\*For the latest monthly handling fee and its respective Annualized Percentage Rate, please contact our Customer Service Hotline at 2828 8002.

申請兌現之金額(HK\$)

Requested "Cash-in" Amount (HK\$):

指定存入銀行名稱 Name of the Bank :

請將兌現金額存入本人名下之個人銀行港元存款戶口(“指定戶口”), 賬戶號碼為(聯名戶口不適用): Please transfer the requested “Cash-in” Amount to my designated personal bank Hong Kong Dollars savings account (the “Designated Account”) below (Not applicable for joint accounts):

註：本行現支取現金不多於HK\$3,000及另取款額上為客戶可信用用賬(包括活期及定期)之總費。大銀銀行〔本行〕客戶可在任何時間無須作任何手續透過下列各項所有用途，倘若獲批之現金金額少於客戶欲申領之數目，本行有權決定最後將此批之現金金額而予提取通知。信用卡及現金計劃：〔此計劃〕約的兩星期時間開始批，通知信將於批核後寄往客戶。申請一紙批條，將不得取消。本行將該所獲批准批之現金金額於客戶指定日期、獲批准之現金金額將匯入客戶之新香港滙豐商業銀行全卡銀行的可用信開戶內扣除。本行有權以任何形式或方法現金存入指定日期〔零存戶、信用卡戶、貨單及支票支付並不適用〕。客戶應向匯款處及之相關費用〔如適用〕。現金金額每月供將於客戶之新香港滙豐商業銀行全卡銀戶內扣除。每期應繳款之計算方式為批核金額除以月期付款數再乘以指定日期至下期止每期之利率。倘若每期應付出現小數，則一律調高為六分。若客戶於到期日期前或之後保持持定「新香港滙豐商業銀行全卡銀戶」之「單據總結表」，此計劃之每期應繳款將會不會計入財務費用；假若客戶只繳交「月結單之部份結帳」，則有關之每期應繳款將會由客戶大銀香港滙豐商業銀行全卡銀戶當即適用於等於每期應繳之財務費用支出。欲取消該項服務適用於每筆客戶之財務費及其相稱之實利年率則須預先通知本行。此計劃並不能與「有息存款」優惠。客戶欲取消這項現金金額計劃時，則須將該批現金分給到本行手頭匯票HK\$300。此計劃只適用於主卡客戶。信用用途限制：〔結算及貸款用途〕。客戶欲以此計劃之不時有效條款及細則所附之「信用用途限制」條款及細則之「結算及貸款用途」客戶欲以此計劃之不時有效條款及細則所附之「新信用卡信用用途限制」合約〔該合約之條款係本行之行政之條款、還款條款(包括利息及其他費用)〕。若在本行內或信用卡中或致電客戶之商務熱線2828 8002查詢，本文所載之條款及規則將成為該合約之一部份，如本條將與規則將會有任何歧視，以本條款及規則為準。

Note: The Cash-in amount of each application should be at least HK\$3,000 and should not exceed the total amount of the available credit limit (including the handling fee for cash-in amount). All credit limits may be cancelled at any time by Dah Sing Bank ("the Bank") without condition or prior notice. If the approved amount is less than customer's requested Cash-in amount, the Bank has the right to decide the approved amount without prior notice. The approval process of this Cash-in Plan ("the Plan") application requires 2 weeks, notification letter will be mailed to customer upon approval. Any application once accepted by the Bank is irrevocable. The approved amount will be disbursed to the designated Bank Account (reduced from the available credit limit) of the corresponding Dah Sing Hong Kong Academy of Medicine Platinum Card Account. The right to request the cash-in is only applied to the amount to the Designated Bank Account (joint account, credit card account, loan and overdraft account are not applicable) in whatever means, and customer shall be responsible for any fees and charges incurred (if applicable). The monthly repayment amount will be debited from the corresponding Dah Sing Hong Kong Academy of Medicine Platinum Card Account. The repayment amount per installment is calculated by dividing the total installment amount by the number of tenors plus the monthly handling fee as defined by the Bank. Should there be any decimal place in the monthly repayment amount, it will be rounded up to the nearest dollar. No financial charge will be calculated provided that the customers make full amount of the credit card statement balance on or before the payment due date. For customers who make partial payment of the credit card statement balance, customer shall pay a retail interest charge on the outstanding balance. The interest rate will be the prevailing prime rate plus 1% for customers' Dah Sing Hong Kong Academy of Medicine Platinum Card Account. For the prevailing retail purchase finance charge and its related APR, please browse the Bank's website. The Plan will not be eligible to Bonus Point Scheme. For early repayment of outstanding installment amount, an Installment Plan Cancellation Fee of HK\$300 will be charged by the Bank. The Plan is only applicable to Principal Credit Cardholders, not applicable to Supplementary Card, Balance Transfer Account and Spending Card. Customer will be bound by the terms and conditions of this Plan from time to time in force. The Bank reserves the right to change the above terms and conditions (including interest rate / handling fee). Customer will be bound by the terms of the Dah Sing Credit Card Cardholder Agreement (the "Agreement") announced and adopted on the day of the application as well as the terms provided in the terms and conditions of the bank's credit card plan (including interest rate and charges). Such terms could be provided from Credit Card Centre or branch of the bank. Customer's use of the Credit Card Holder's services under the terms and conditions contained herein shall form part of the Agreement. In the event of any conflict between these terms and conditions and the Agreement, these terms and conditions shall prevail.

文義如有歧異，以英文為準。In case of any discrepancy between the English and Chinese versions, the English version shall prevail.

FOR BANK USE ONLY	Prog : HCIXXX	App Amt
	Ops	App Code

# 大新香港醫學專科學院白金卡申請表格

**個人八達通及「八達通自動增值」服務申請表**  
**Application Form for the Personalised Octopus**  
**and Octopus Automatic Add Value Service**

- ☐ 本人欲以現有持有之「八達通」申請自動增值服務。  
I would like to apply for the AAVS using my Octopus.
- 「八達通」編號: Octopus Serial number: \_\_\_\_\_ ( ) 或 or
- ☐ 本人現未透過大新銀行「八達通自動增值」服務，並欲申請個人「八達通」及自動增值服務。  
I am not using Octopus AAVS through Dah Sing Bank and would like to apply for Personalised Octopus and the AAVS.

\*八達通卡背面右上角之編號。Serial number is shown on the top right corner of the back of Octopus.

每次自動增值定額為 Desired amount for every auto-reload transaction is ☐ HK\$500 ☐ HK\$250

(若閣下不填寫此欄，大新銀行會為閣下選擇每次自動增值金額為HK\$250) (Applicants who do not specify a choice of auto-reload amount will automatically be assigned as HK\$250)

註：詳情及收費請參閱有關條款。  
Remark: Please refer the terms and conditions for charges and details.

**八達通取卡地點 Collection Point of Octopus**

大新銀行會以專函通知賬戶持有人領取所有經此申請表申請之個人戶。請選擇下列其中一間大新銀行分行，親身領取所有個人戶。(請在所選分行旁之方格內加上「✓」號)

All new Personalised Octopus are to be collected by the AAVS Account Holder. Dah Sing Bank will notify the AAVS Account Holder by mail when the Personalised Octopus are ready to be collected. Please choose one of the below Dah Sing Bank branches to collect the Octopus **in person**. (Please put a "✓" besides the selected branch)

大新銀行分行 Dah Sing Bank branches

香港區 Hong Kong Island

- |                                   |                                     |
|-----------------------------------|-------------------------------------|
| 香港仔分行 Aberdeen Branch (001)       | 銅鑼灣分行 Causeway Bay Branch (002)     |
| 中區分行 Central Branch (003)         | 告士打道分行 Gloucester Road Branch (005) |
| 跑馬地分行 Happy Valley Branch (043)   | 金鐘道中區分行 Admiralty Branch (044)      |
| 上環分行 Sheung Wan Branch (046)      | 荷李活道分行 Shauekwan Branch (010)       |
| 士嘉堡分行 Shek Tong Tsui Branch (011) | 杏花村分行 Heng Fa Chuen Branch (006)    |
| 莊士敦道分行 Johnston Road Branch (007) | 鯉魚涌分行 Quarry Bay Branch (008)       |
| 北角分行 North Point Branch (009)     | 炮台山分行 Fortress Hill Branch (012)    |

九龍區 Kowloon

- |  |                                       |
|--|---------------------------------------|
| 紅磡分行 Hung Hom Branch (015)                     | 觀塘分行 Kwun Tong Branch (016)           |
| 旺角分行 Mong Kok Branch (017)                     | 佐敦分行 Jordan Branch (018)              |
| 開源道分行 Hoi Yuen Road Branch (019)               | 新蒲崗分行 San Po Kong Branch (020)        |
| 德福花園分行 Telford Garden Branch (023)             | 士嘉堡分行 Tokwawan Branch (024)           |
| 沙田分行 Tsimshatsui Branch (025)                  | 油蔴地分行 Yaumatei Branch (026)           |
| 將軍澳新都城分行 Tseung Kwan O Metro City Branch (036) | 美孚新邨分行 Mei Foo Sun Chuen Branch (047) |
| 深水埗分行 Shamshuipo Branch (048)                  | 將軍澳分行 Tseung Kwan O Branch (051)      |
| 樂富分行 Lok Fu Branch (004)                       | 葵青分行 Tsingui Branch (090)             |

新界區 N.T.

- |                                       |  |
|---------------------------------------|--|
| 葵芳分行 Kwai Fong Branch (029)           | 沙咀過分枝 Sha Tsui Road Branch (030)           |
| 青衣城分行 Maritime Square Branch (031)    | 海逸過分枝 Ocean Walk Branch (032)              |
| 沙田分行 Shatin Branch (033)              | 大埔墟分行 Tai Po Branch (035)                  |
| 荃灣分行 Tsuen Wan Branch (037)           | 華明過分枝 Wah Ming Estate Branch (038)         |
| 元朗分行 Yuen Long Branch (039)           | 東涌過分枝 Tseung Kung Branch (040)             |
| 馬鞍山廣場分行 Ma On Shan Plaza Branch (042) | 天水圍富富分行 Tin Shui Wai Chung Fu Branch (045) |
| 大圍分行 Tai Wai Branch (049)             | 上水分行 Sheung Shui Branch (050)              |
| 長發分行 Cheung Fat Branch (013)          | 屯門市廣場分行 Tuen Mun Town Plaza Branch (091)   |

(一經確定，恕不接受更改取卡地點。No collection point change request will be accepted upon confirmation.)

**自動增值服務賬戶持有人聲明**  
**Declaration by AAVS Account Holder**

本人等謹此及確證，本申請內提供的一切資料和本人等所附文件均屬真實、準確及完全。本人等謹證就本人等自動增值服務及自動遵守一切條款，自動增值協議及發卡條款(包括由八達通卡有限公司不時公佈之修訂)。本人知悉及同意於本申請獲批後，本人之個人資料將連繫至本人持有之八達通卡。本人如簽署本申請表，即表示已聲明、明白及同意自動增值協議條款第33至40關於個人資料(私隱)條例的修訂。作為自動增值服務持有人，本人同意為本申請表內的所有自動增值服務及個人八達通卡之申請向八達通卡有限公司繳付所有有關費用。本人授權大嶺新銀行使用八達通卡有限公司不時發給大嶺新銀行之指示而向八達通卡有限公司付款。本人承認該項大嶺新信用卡卡公司之優待大嶺新銀行。

I hereby declare and confirm that all information in respect of me provided in this application form is true, accurate and complete to the best of my information, knowledge and belief. I also confirm that I have read and agree to be bound by the Terms of Application, the AAVS Agreement and the Conditions of Issue (as amended by *Octopus Cards Limited* from time to time) in the use of the AAVS and the *Octopus*. I acknowledge and agree that upon the activation of my AAVS, I shall be deemed to have accepted the Terms of Application, the AAVS Agreement and my *Octopus*. By signing this application form, I agree that I have read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement. As the AAVS Account Holder, I also agree to be liable for all fees associated with the application by all the Applicants under this Application Form in respect of the AAVS and/or the Personalised *Octopus* as set out herein. I authorise Dah Sing Bank to pay *Octopus Cards Limited* in accordance with such instructions as it may receive from *Octopus Cards Limited* to reimburse Dah Sing Bank subject to and in accordance with the Dah Sing Credit Card Guarantee Agreement.

X

「八達通自動增值」服務申請人簽署  
Signature of Octopus AAVS Applicant

日期  
Date



**個人八達通及「八達通自動增值」服務條款****Term of Application for Personalised Octopus and Octopus Automatic Add Value Service**

1. 「自動增值服務賬戶」、「自動增值服務賬戶持有人」及、「八達通持有人」的定義就八達通自動增值協議（「自動增值協議」）及此申請表而言：「自動增值服務賬戶」即指此申請表內所指的信用卡賬戶，或不時由大新銀行或自動增值服務賬戶持有人通知八達通卡有限公司（「本公司」）的其他信用卡賬戶。「自動增值服務賬戶持有人」即指此申請表內的人士。「八達通持有人」即指此申請表內的人士。

**2. 申請資格**

(甲) 如閣下是年滿18歲之大新銀行信用卡客戶，可為你個人擁有的八達通（合共最多三張）申請自動增值服務，但須分別透過不同的金融機構辦理。同時你也可為年滿12歲親友（你與親友下列統稱為「申請人」）的八達通（合共最多三張）申請自動增值服務。

如八達通持有人憑其他八達通申請自動增值服務，亦須透過不同的金融機構辦理。此外，每張八達通只可申請一項自動增值服務。

(乙) 申請人於申請自動增值服務時，均須持有八達通或可憑此申請表同時申請個人八達通。而申請人使用八達通時的自動增值費用，則會於自動增值服務賬戶內扣除。

**3. 申請自動增值服務及個人八達通**

(甲) 已持有八達通及不用申請個人八達通的申請人，須於此申請表內填上其八達通的8或9位之編號並填妥此申請表。申請一經本公司接納，有關之八達通將以申請人之名登記並與自動增值服務賬戶連繫。申請人將獲專函通知其申請已獲成功批核，若八達通的自動增值功能尚未啟動，申請人須前往有關車站內之客服中心或售票處啟動自動增值功能。

(乙) 如欲申請個人八達通（但不包括有學生身份記錄之個人八達通），申請人可於此申請表內適當的空格內選擇申請個人八達通。

(丙) 所有附有自動增值功能之八達通及個人八達通均不得轉讓予他人或借給他人使用。

(丁) 如申請人持有有學生身份記錄之個人八達通，申請人可用本申請表申請自動增值服務。如申請人希望將學生身份記錄於個人八達通上，則必須透過所就讀院校或有關交通機構（如指定車站之港鐵客服中心）申請。

(戊) 本公司保留不接受任何就自動增值服務及/或個人八達通申請之權利，而無須提供任何理由。

**4. 費用**

(甲) 首次申請自動增值服務的申請人，可獲豁免申請費用。然而，若憑已經或曾經啟動自動增值功能的八達通申請，本公司則會視是次申請為轉換金融機構或重新啟動自動增值功能，而收取HK\$20不可退還手續費。有關費用，將於自動增值服務賬戶內扣除。

(乙) 若申請人正在使用附有自動增值功能的八達通，而欲為第二或第三張從未曾啟動自動增值功能的八達通申請自動增值服務，本公司則會豁免收取申請費用。

(丙) 若閣下申請自動增值服務並同時申請個人八達通，個人八達通的收費為HK\$100，包括HK\$50按金、HK\$30儲值額及HK\$20不可退還手續費，上述費用將於自動增值服務賬戶內扣除。

(丁) 作為自動增值服務賬戶持有人，閣下同意為申請表的每項申請向本公司繳付有關費用。

**5. 八達通發卡條款及八達通自動增值協議**

使用八達通及自動增值服務必須接受由本公司不時公佈的八達通發卡條款（「發卡條款」），自動增值協議及本申請條款所約束。若發卡條款、自動增值協議及本申請條款之間有任何不相符之處，則應以本申請條款為準。申請人如簽署本申請表，即表示其同意遵守發卡條款、自動增值協議及本申請條款和受其約束。自動增值協議的文本已與此申請表一併派發，發卡條款的文本可向本公司索取或於本公司網址(www.octopuscards.com.hk)下載。

**6. 遺失八達通**

閣下同意如遺失附有自動增值功能之八達通或個人八達通，應即時透過八達通卡報失熱線(22662266)向本公司報失。自動增值服務賬戶持有人及有關之八達通持有人須負責支付在報失後3小時內有關八達通透過自動增值服務所增添的價值，但不會超過由本公司不時訂定之每日最高自動增值額。

**7. 退還個人八達通**

閣下同意如退還個人八達通，本公司有權從按金中扣除HK\$10(或本公司全權決定的金額)作為退卡手續費。

**8. 無人領取個人八達通**

(甲) 閣下個人八達通和自動增值服務的申請被接納後，閣下將獲通知怎樣領取閣下之個人八達通。(乙) 若閣下未能於該通知起計六個月內領取閣下之個人八達通，本公司將會銷毀閣下之個人八達通，並沒收其按金及儲值餘額。

**9. 個人資料**

如欲申請自動增值服務及個人八達通，申請人必須向本公司提供其個人資料。若申請人未能根據本申請表提供所需的個人資料，本公司將無法向其提供自動增值服務或/及發出個人八達通。申請人如簽署本申請表，即表示已細閱、明白及同意自動增值協議條款第33至40關於個人資料（私隱）條例的通知。

**10. 英文本為準**

若本申請條款的中、英文本之間有任何歧義，則應以英文本為準。

**1. Definitions of "AAVS Account", "AAVS Account Holder" and "Octopus Holder"**

For the purposes of the Octopus Automatic Add Value Agreement ("AAVS Agreement") and this application form:- "AAVS Account" means the credit card account specified of this application or such other credit card account notified to us, Octopus Cards Limited by Dah 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 in aggregate. 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.

(b) In using this application form, each of the Applicants must either apply for the AAVS with an existing Octopus or to apply for the AAVS and a Personalised Octopus at the same time. All value added to the designated Octopus or Personalised Octopus of the Applicants through the AAVS will be charged to the AAVS Account.

**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.

(d) 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).

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

**4. Fee**

(a) There is no application fee for first-time Applicants for the AAVS. Where an Octopus already has or used to have 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 of AAVS and/or Personalised Octopus by all the Applicants in this application form.

**5. Conditions of Issue of Octopus and Octopus Automatic Add Value Agreement**

The use of an Octopus and the AAVS are subject to the terms of the Conditions of Issue of Octopus (the "Conditions of Issue") and the AAVS Agreement we publish (as amended from time to time), and these terms of application ("Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement and these Terms, these Terms shall prevail. By signing this application form, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement are distributed to the Applicants together with this application form. Copies of the Conditions of Issue can be obtained from us or downloaded from our website at www.octopuscards.com.hk.

**6. Card Loss**

You agree that if you lose your Octopus linked with AAVS or your Personalised Octopus, you shall report such loss to us immediately by calling the Octopus Lost-card Hotline (2266 2266). You, as the AAVS Account Holder or the relevant Octopus Holder, shall be liable for the aggregate value added to the lost Octopus by the AAVS within 3 hours after the loss report, but such liability shall be limited to the daily maximum automatic add value amount as stipulated by us from time to time.

**7. Return of Personalised Octopus**

You agree that we are entitled to deduct HK\$10.00 (or such other reasonable amount as we may determine from time to time) as the refund handling fee from the deposit when you return your Personalised Octopus to us.

**8. Uncollected Personalised Octopus**

(a) Following the approval of your application for a Personalised Octopus and AAVS, you will be notified how to collect your Personalised Octopus.

(b) If you do not collect the Personalised Octopus within six months from the notification, we shall destroy your Personalised Octopus, and forfeit the deposit and any remaining value stored in your Personalised Octopus.

**9. Personal Data**

It is necessary for each of the Applicants to provide his/her personal data to us in connection with obtaining the AAVS and the Personalised Octopus. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS or issue a Personalised Octopus for his/her use. By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement.

**10. English Version Prevails**

In case of any discrepancy between the English and Chinese versions of this Terms of Application, the English version shall prevail.

## 有關客戶資料的客戶通知

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

- (d) 有關的客戶資料將可能會被銀行或該等資料的接收人用於下列用途:-
- (i) 為提供服務，包括自動櫃員機提款卡服務，和信貸便利給客戶之日常運作；
  - (ii) 作信貸檢查；
  - (iii) 協助其他財務機構、信用卡或消費卡發行公司及收數公司作信貸檢查及收數；
  - (iv) 確保客戶的信用維持良好；
  - (v) 為客戶設計財務服務或有關產品；
  - (vi) 推廣以下服務及產品(銀行可能會或不曾因而獲付報酬)：
    - (1) 金融、保險、信用卡、理財及相關服務及產品；
    - (2) 回贈、客戶獎勵或優惠計劃及相關服務及產品；
    - (3) 銀行的聯營夥伴(該等聯營夥伴的名稱載於相關服務及產品(視乎情況而定)的申請表、宣傳單張/海報中)提供的服務及產品；及此等服務或產品可由以下各方提供及/或推廣：
      - (1) 銀行及大新金融集團有限公司(“大新金融”)的集團公司(包括海外附屬公司)；
      - (2) 第三方金融機構、保險商、信用卡公司、證券及投資服務供應商；
      - (3) 第三方回贈、客戶獎勵或優惠計劃供應商；及
      - (4) 銀行及大新金融的集團公司的聯營夥伴。
  - (vii) 確定銀行對客戶或客戶對銀行的債務；
  - (viii) 向客戶及為客戶提供擔保或抵押的人仕追收欠款；
  - (ix) 根據銀行及其分行須遵守的條例要求或根據及就監管機構或其他管理機構發出的任何指引目的而言，有關方面期望銀行或其分行遵守有關規定作出披露；
  - (x) 使銀行的實在或建議承讓人，或銀行對客戶的權利的參與人或附屬參與人評核意圖成為轉讓，參與或附屬參與的交易；
  - (xi) 進行配對程序；
  - (xii) 編制及維持銀行的信貸評分模式；及
  - (xiii) 與上述有關的用途。
- (e) 銀行會把客戶的資料保密，但銀行可能會把有關資料提供給下述各方作第(d)段列出的用途:-
- (i) 任何中間人、承包商、或提供行政、電訊、自動櫃員機/電子資金轉帳服務、電腦，支付或證券結算或其他和銀行業務運作有關的服務的第三者服務供應人；
  - (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；而在客戶欠賬時，則可將該等資料提供給收數公司；
  - (vi) 銀行在根據對銀行或其任何分行具法律約束力的規定下或根據及就監管機構或其他管理機構發出的任何指引目的而言，有關方面期望銀行或其分行遵守有關規定而有責任對任何人作出披露；
  - (vii) 提供或擬提供擔保或第三方保證以擔保或保證客戶的責任的任何一方；
  - (viii) 任何銀行的實在或建議受讓人或參與人或附屬參與人或銀行對客戶的權利的受讓人；及
    - (1) 大新金融的集團公司；
    - (2) 第三方金融機構、保險商、信用卡公司、證券及投資服務供應商；
    - (3) 第三方回贈、客戶獎勵或優惠計劃供應商；
    - (4) 銀行的聯營夥伴及大新金融的集團公司(該等聯營夥伴的名稱載於相關服務及產品(視乎情況而定)的申請表、宣傳單張/海報中)；及
    - (5) 銀行為(d)(vi)段所列出的任何用途而聘用的外聘服務供應商(包括但不限於代客寄件中心、電訊公司、電話推廣及直銷公司、通訊中心、資料處理公司及資訊科技公司)。
- 該等資料可轉傳至香港以外的地方。
- (f) 根據個人資料(私隱)條例(“條例”)及「個人信貸資料實務守則」，以及任何由私隱專員或金管局或其他監管機構所發出之法例或守則，任何客戶有權:-
- (i) 審查銀行是否持有他的資料及有權查閱有關的資料；
  - (ii) 要求銀行改正有關他不準確的資料；
  - (iii) 查悉銀行對於資料的政策及實際運用及獲告知銀行持有關於他的何種資料；
  - (iv) 要求獲告知哪些資料是通常會向信貸資料服務機構或收數公司披露的，以及獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和改正資料要求；
  - (v) 就銀行已向信貸資料服務機構提供的資料而言，當透過全數還款結束帳戶時，指示銀行要求信貸資料服務機構從其資料庫中刪去相關資料，但指示需在帳戶結束後5年內發出且帳戶在戶口結束前5年內未有任何超過60天的欠款。如帳戶有超過60天的欠款，信貸資料服務機構可保留資料，直至欠款獲全數清償當日起計或銀行獲通知破產解除之日起計5年屆滿為止(取較早者)；及
  - (vi) 退出及撤回該等同意。
- (g) 銀行可為信貸審核用途不時查閱信貸資料服務機構的資料庫。而該等審核或牽涉銀行對下列事項的考慮：
- (i) 增加信貸限額；
  - (ii) 對信貸作出限制(包括取消或減少信貸限額)；或
  - (iii) 對有關客戶安排或實行債務償還安排。

- (h) 根據條例的規定，銀行有權就處理任何提出查閱資料的要求收取合理費用。

- (i) 任何關於資料查閱或改正資料，或關於資料政策及實際應用或資料種類的要求，請聯絡:-

資料保障主任  
大新銀行有限公司  
香港郵政信箱333號  
傳真：2511 8566

- (j) 銀行可為考慮任何信貸申請，向信貸資料服務機構索取客戶的信貸報告。如客戶欲查閱信貸報告，銀行可在收取合理費用下，告知相關信貸資料服務機構的聯絡資料。

- (k) 「客戶」一詞包括借貸人及擔保人，其本人或該有限公司(及後者之董事、股東或公司人員)或非屬法人團體(獨資者或其合夥人)。「信貸」意指個人信貸及商業信貸(包括分期租購或租用)。文中提及之單一性別包括其他性別，而單數詞包括雙數詞。

- (l) 本文並不限制客戶根據條例所擁有之權利。

(文義如有歧異，以英文本為準。)

2011年5月

## Notice to Customers relating to Customers' Data

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

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

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

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

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

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

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

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

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

May 2011



## 八達通自動增值協議

(本協議適用於附設在香港金融機構的銀行賬戶或所發出之信用卡的自動增值服務)

### 請注意第33-40條有關閣下的個人資料收集聲明

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

### 簡介

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

### 釋義與通則

4. 本協議所用的部分詞語現說明如下。  
「自動增值服務賬戶」指有關申請表上指定與閣下的自動增值服務連繫之閣下賬戶，或由金融機構或自動增值服務賬戶持有人不時通知本公司的其他賬戶；  
「自動增值服務賬戶持有人」指自動增值服務賬戶的持有人；  
「申請表」指自動增值服務申請表，不論是 (i) 八達通自動增值服務申請表，(ii) 個人八達通申請表或 (iii) 載有此項服務申請表的任何其他表格；  
「自動增值服務」指在八達通的儲值達到本公司不時釐定的若干最低款額時，本公司或代表本公司的服務供應商將會在該八達通上增加某個金額的儲值的服務（該增值金額將由本公司不時釐定）；  
「認可服務中心」指獲本公司認可代表本公司提供八達通服務的機構；  
「銀行發行版八達通」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」指本公司不時修訂並刊發的八達通發卡條款，並可隨時向本公司索取或於本公司網頁[www.octopus.com.hk](http://www.octopus.com.hk)下載；  
「按金」指按發卡條款所支付的按金，作為八達通的保證金；  
「金融機構」指在銀行業條例（香港法例第155章）監管下或根據放債人條例（香港法例第163章）領有牌照之管理自動增值服務賬戶的實體，通常是銀行、金融服務公司或信用卡發卡公司；  
「八達通」的涵義以發卡條款內列明之定義為準；  
「八達通持有人」指自動增值服務賬戶持有人，或其已申請將八達通與自動增值服務賬戶連繫的家人或朋友；  
「八達通收費系統」指本公司維持及運作的收費系統；  
「本公司賬戶」指任何本公司不時向金融機構指定的本公司銀行賬戶；  
「服務供應商」指會在閣下出示閣下的八達通時提供服務，並經本公司批准的任何交通營運商、零售商（包括但不限於：超級市場、便利店、食肆及快餐店、食品店、其他消費品商店如

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

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

### 自動增值服務

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

### 直接提款

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

/或八達通持有人收取合理費用的權利。

### 無法履行指示

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

### 取消自動增值服務

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

### 彌償

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

### 風險與責任

26. 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還自動增值服務賬戶持有人。
27. 在不抵觸上文第26條的情況下，對於金融機構或其僱員或代理人的任何作為、行為、遺漏或疏忽，本公司概不負責，除非該

等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。

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

### 報失八達通

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

### 取消八達通自動增值服務賬戶

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

### 註銷八達通的退款政策

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

### 有關閣下的個人資料收集聲明：

#### 關於個人資料(私隱)條例(「該條例」)的通知(「本通知」)

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

- 的定義，構成「個人資料」。此等資料可讓本公司向自動增值服務賬戶持有人及／或八達通持有人提供八達通及其他相關服務。有關本公司的私隱政策詳情請參閱本公司刊載於[www.octopus.com.hk](http://www.octopus.com.hk)的「私隱政策」，而本通知則為本公司收集、管有、處理及使用資料的依據。
34. 若自動增值服務賬戶持有人及／或八達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賬戶持有人及／或八達通持有人提供自動增值服務。
35. **目的：**每位自動增值服務賬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) 收取自動增值服務賬戶持有人及／或八達通持有人所欠款項，不論是否從自動增值服務賬戶收取；
  - (c) 進行任何有關自動增值服務賬戶持有人及／或八達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賬戶持有人及／或八達通持有人的權利；
  - (e) 為本公司、其附屬公司及聯屬公司（即本公司的直接控股公司及其附屬公司）設計新服務或改善現有服務；
  - (f) 本公司與自動增值服務賬戶持有人及／或八達通持有人進行通訊；
  - (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：**本公司會將自動增值服務賬戶持有人及八達通持有人的資料保密，但自動增值服務賬戶持有人及八達通持有人均同意，基於第35條列出之目的，本公司可於香港特別行政區（「香港」）境內將有關資料轉移或披露予下述各方（第36(a)及36(b)列出的有關方面如位於香港境外則除外）：
- (a) 自動增值服務賬戶持有人及／或八達通持有人已選擇登記並對本公司有保密責任的銀行發行版八達通發行商與參加自動增值服務的金融機構；
  - (b) 對本公司有保密責任的本公司代理人或向本公司提供與本公司業務運作有關的行政、電訊、電腦、付款、數據處理或其他服務的承辦商（例如專業顧問、電話服務中心供應商、追討欠債公司（當自動增值服務賬戶持有人及／或八達通持有人拖欠本公司款項）、禮品換領中心或資料輸入公司）；
  - (c) 對本公司有保密責任的本公司之附屬公司及／或聯屬公司；及
  - (d) 本公司、其附屬公司及／或聯屬公司根據任何法例、規則、規例、守則及／或指引及／或履行任何具司法管轄權法院、執法機關及／或監管機構所發出而本公司須遵行的命令，按照適用之法例、規則、規例、守則及／或指引，有具約束力責任向任何執法機關及／或監管機構及／或任何人士或實體作出披露，但有關規定須有正式權限方可作出。

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

#### 錯誤扣除款項

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

#### 終止

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

#### 本協議的修訂

43. 本公司可不時修訂本協議，有關修訂會於生效日期前至少30天，透過書面通知自動增值服務賬戶持有人及八達通持有人，或按本公司的絕對酌情權決定，在修訂生效前於香港一份中文報章及一份英文報章上刊載以作為通知。本公司備有本協議文本之最新版本，可供自動增值服務賬戶持有人及／或八達通持有人書面索閱。該最新版本亦可於本公司的網站[www.octopus.com.hk](http://www.octopus.com.hk)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

44. 本八達通自動增值協議受香港法律管轄。

## Octopus Automatic Add Value Agreement

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

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

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

#### Introduction

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

#### Definitions and General Provisions

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

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

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

#### Automatic Add Value Service

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

#### Direct Debit

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

#### Dishonoured Instructions

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

#### Cancellation of the Automatic Add Value Service

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

#### Indemnity

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

#### Risks and Liabilities

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

instructions from us.

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

#### Lost Octopus

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

#### Cancellation of AAVS Account

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

#### Refund Policy on Cancelled Card

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

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

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

- records are “personal data” under section 2(1) of the Ordinance. This Data is to enable us to provide the Automatic Add Value Service and other related services to the AAVS Account Holder and/or the Octopus Holder. Further information is set out in our Privacy Policy located at: [www.octopus.com.hk](http://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](mailto: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](http://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.