

八达通自动增值协议

(只适用于勾连至在中国内地发行的信用卡的八达通自动增值服务)

请注意第33-40条有关您的个人资料收集声明

1. 本协议于 2011 年 5 月 5 日起生效。本协议只适用于勾连至在中国内地发行的信用卡的八达通自动增值服务。与其它类别账户勾连的八达通自动增值服务，请参阅有关的八达通自动增值协议。

简介

2. 本自动增值协议乃您（即本公司自动增值服务的使用者，不论是八达通持有人或自动增值服务账户持有人，与本公司，八达通有限公司，订立关于使用本公司自动增值服务的合约。本公司乃八达通卡或产品（「产品」，即含有本公司科技的消费品项目，如手表、手机壳及匙扣等）（以下称为「八达通」）的发行商。
3. 本协议说明在申请及使用自动增值服务时，本公司须向您承担的义务，以及您须向本公司承担的义务。

释义与通则

4. 本协议所用的部分词语现说明如下。

「自动增值服务账户」指有关申请表上指定与您的自动增值服务勾连至的账户，或由金融机构或自动增值服务账户持有人不时通知本公司的其它账户；

「自动增值服务账户持有人」指自动增值服务账户的持有人；

「申请表」指自动增值服务申请表，不论是 (i) 八达通自动增值服务申请表，(ii) 个人八达通申请表或 (iii) 载有此项服务申请表的任何其它表格；

「自动增值服务」指在八达通的储值达到本公司不时厘定的若干最低款额时，本公司或代表本公司的服务供应商将会在该八达通上增加某个金额的储值的服务（该增值金额将由本公司不时厘定）；

「认可服务中心」指获本公司认可代表本公司提供八达通服务的机构；

「银行发行版八达通」指由本公司授权之金融机构所发行、具有八达通功能的卡或产品；该卡或产品受发卡金融机构的持卡人协议的条款及细则所约束。

「发卡条款」指本公司不时修订并刊发的八达通发卡条款，并可随时向本公司索取或于本公司网页 www.octopus.com.hk 下载；

「按金」指按发卡条款所支付的按金，作为八达通的保证金；

「金融机构」指管理自动增值服务账户的公司，通常是银行、金融服务公司或信用卡发卡公司；

「八达通」的涵义以发卡条款内列明之定义为准；

「八达通持有人」指自动增值服务账户持有人，或其已申请将八达通与自动增值服务账户连系的家人或朋友；

「八达通收费系统」指本公司维持及运作的收费系统；

「本公司账户」指任何本公司不时向金融机构指定的本公司银行账户；

「服务供货商」指会在您出示您的八达通时提供服务，并经本公司批准的任何交通营运商、零售商（包括但不限于：超级市场、便利店、餐厅及快餐店、食品店、其它消费品商店如药品及化妆品店、书店、报摊、文具及礼品店、配饰店、商场、服装店、电讯公司、娱乐 / 康乐 / 运动设施供货商、教育机构、政府相关业务实体、建筑物门禁系统服务供货商、自助服务（例如自动售卖机 / 自助服务站 / 照相亭 / 电话亭）或其它经本公司批准在您出示您的八达通时提供服务者。有关服务供货商须清楚展示八达通标志；及

「储值」指八达通收费系统所确认的电子储值。

5. 如自动增值服务账户持有人与八达通持有人并非同一人，则自动增值服务账户持有人与八达通持有人须根据本协议共同及个别地向本公司承担责任，包括（但不限于）自动增值服务在八达通上所增加的储值，除非八达通持有人是未成年人或未获法律行为能力的人（在此情况下，此八达通持有人的家长或监护人及自动增值服务账户持有人须共同及个别地向本公司承担责任）。
6. 八达通持有人同意遵守发卡条款，除非另备条款，否则本协议应与「八达通发卡条款」的释义相同。若本协议与发卡条款之间有任何抵触，应以本协议为准。
7. 本协议的中文译本仅供参考。若英文本与中文译本之间有任何歧异，则以英文本为准。

自动增值服务

8. 本公司将有权向自动增值服务账户持有人及 / 或八达通持有人收取申请自动增值服务的费用。本公司将会不时厘定及公布有关费用。
9. 凡年龄在本公司不时公布之最低年龄以上的人士，均可使用自动增值服务。然而，在特殊情况下，本公司保留无需给予任何理由而不接受任何自动增值服务申请的权利。
10. 八达通持有人于申请自动增值服务后及于该服务有效期内，不得将其八达通转让予其它人。
11. 在正常情况下，本公司将会尽力确保自动增值服务运作如常，但碍于自动增值服务之运作须视乎金融机构及服务供应商的本身系统及运作，以及网络、电力、气候及其它条件及情况而定，而有关因素超越本公司的控制范围，故本公司不能对此作出保证。
12. 本公司将保留无需说明理由而取消或暂停您的自动增值服务的权利，但本公司将会采取合理措施，藉以减低对您造成的不便。
13. 本公司可全权决定限制自动增值服务在任何一天或任何期间内为八达通增值的金额。
14. 本公司将会采取合理措施，确保本公司与八达通有关的交易纪录均属真实准确。本公司的纪录，将作为自动增值服务为八达通所增加的储值金额及自动增值服务账户持有人及 / 或八达通持有人所欠本公司的款项的确证，除非有关纪录存在明显的错误。

直接提款

15. 当八达通透过自动增值服务增值后，自动增值服务账户持有人及八达通持有人即欠下本公司相同金额的港元。
16. 本公司有权直接指示金融机构或通过本公司委托的任何金融机构将自动增值服务账户持有人及八达通持有人所欠本公司之款项从自动增值服务账户转入本公司账户，而自动增值服务账户持有人须授权金融机构遵从有关指示。
17. 对于金融机构向自动增值服务账户持有人所收取的任何费用或收费，本公司概不承担责任，自动增值服务账户持有人须承担有关费用及收费。

18. 自动增值服务账户持有人及 / 或八达通持有人须确保自动增值服务账户备有足够金额或信贷安排，让金融机构能遵从本公司就该自动增值服务账户所发出的指示。

19. 本公司保留就提供自动增值服务向自动增值服务账户持有人及 / 或八达通持有人收取合理费用的权利。

无法履行指示

20. 若由于自动增值服务账户内未有足够金额或信贷安排或其它原

因，导致金融机构未能遵从本公司就该自动增值服务账户发出的指示，则：

- (a) 自动增值服务账户持有人及八达通持有人须实时偿还自动增值服务账户持有人及八达通持有人所欠本公司的任何款项；
- (b) 本公司有权向自动增值服务账户持有人及八达通持有人收取合理手续费及将八达通内的余额(如有)用作支付自动增值服务账户持有人及八达通持有人所欠本公司的任何款项(包括有关手续费在内)。

21. 若八达通内的储值不足以支付自动增值服务账户持有人及/或八达通持有人所欠本公司的款项，除了其它补偿方法以外，本公司也有权即时取消八达通及自动增值服务及没收按金(如适用)，并无须通知自动增值服务账户持有人或八达通持有人。八达通注销之后，将无法重新启动。

取消自动增值服务

22. 自动增值服务账户持有人及/或八达通持有人(如属银行发行版八达通持有人除外，请参考以下第22A条)可联络本公司或金融机构，申请取消自动增值服务。如金融机构及本公司接纳申请，将会指示自动增值服务账户持有人及/或八达通持有人，须按照本公司的指示取消有关的八达通的自动增值服务。如该八达通的自动增值并没有按照本公司的指示而取消，本公司有权立即注销有关的八达通及其自动增值服务，并没收其按金(如适用)而无须事先通知该自动增值服务账户持有人或八达通持有人。该八达通注销之后，将无法重新启动。

22A 如您持有银行发行版八达通，您或发卡的金融机构可根据您与发卡的金融机构之间的持卡人协议条款，申请注销您的银行发行版八达通的自动增值服务。当接获发卡的金融机构通知，我们将取消有关银行发行版八达通的自动增值服务。

23. 自动增值服务账户持有人及八达通持有人须共同及个别地承担取消自动增值服务生效之时或之前因使用自动增值服务而欠本公司的款项。在取消任何八达通的自动增值服务生效之前及/或之后，本公司均有权直接指示金融机构或通过本公司委托的任何其它金融机构，从自动增值服务账户内扣除取消自动增值服务生效之前因进行自动增值服务交易而须付给本公司的所有款项，并将该款项转入本公司账户。

24. 本公司保留为处理取消自动增值服务的事宜向自动增值服务账户持有人及/或八达通持有人收取合理手续费的权利。

弥偿

25. 自动增值服务账户持有人及八达通持有人应共同及个别地同意就本公司因向金融机构发出自动增值服务账户有关的任何指示而蒙受、承受或产生(视乎情况而定)的一切诉讼、法律程序、债务、申索、损失、损害及合理费用及支出(包含一切合理的法律支出)向本公司作出弥偿，除非上述是因本公司明显犯错所致，则作别论。

风险与责任

26. 如非由于本公司明显犯错之原因，金融机构从自动增值服务账户转账到本公司账户的金额超过自动增值服务账户持有人及/或八达通持有人须付给本公司的实际金额，本公司概不为因而产生的任何损失或损害承担责任。在不抵触下文第41条的情况下，本公司只需将有关差额款项退还自动增值服务账户持有人。

27. 在不抵触上文第26条的情况下，对于金融机构或其雇员或代理人的任何作为、行为、遗漏或疏忽，本公司概不负责，除非该等作为、行为、遗漏或疏忽是按照本公司明确指示作出或不作出者，则作别论。

28. 本公司有权采取适当的行动，藉以执行或行使本协议规定的本公司权利，而自动增值服务账户持有人及八达通持有人须共同及个别地全数弥偿本公司因任何有关行为而产生的一切合理费用及支出(包括一切合理法律费用及支出)。

29. 本公司有权聘用任何人士或公司执行或行使本协议规定的本公司

权利，对于有关人士或公司(除追讨欠款公司外)或其各自雇员的任何作为、行为、遗漏或疏忽，本公司概不承担责任或负责，除非该等作为、行为、遗漏或疏忽是按照本公司明确指示作出或不作出者，则作别论。

30. 在本公司遵守所有适用于转让债权的相关法律，法规及守则的情况下，本公司有权向任何人士或公司(“承让人”)转让或以其它方式转移自动增值服务账户持有人及/或八达通持有人所欠本公司任何款项，本公司毋须为承让人所作出的任何行为负上法律责任。

报告八达通

31. 所有自动增值服务客户，均获提供八达通报告服务。如八达通持有人遗失八达通，或八达通被窃，该持有人须立即通知本公司；但如您的八达通属银行发行版八达通，则应联络发卡的金融机构。在本公司收到失卡报告后，本公司将会在指定的期间(「通知期间」)之后，注销及停用该八达通。本公司将会不时规定及公布有关通知期间。在八达通注销之后，该八达通将无法重新使用。此项八达通报告服务可保障自动增值服务账户持有人及八达通持有人的八达通尚有余额以及经自动增值服务增值之款项于通知期间以后免受损失。

32. 若根据上文第31条的规定注销八达通，本公司会根据八达通收费系统的纪录，将八达通的按金(如适用)及余额(如有)退还八达通持有人。如您的八达通的余额为负值，本公司有权于通知期间结束时在按金中扣除，并将此结算后出现的负值余额再于自动增值服务账户中扣除。本公司有权为提供此项八达通报告服务而向自动增值服务账户持有人及/或八达通持有人收取本公司不时厘定及公布的合理收费。该收费将于八达通余额的退款(如有)中扣除，或由自动增值服务账户持有人及/或八达通持有人共同及个别地支付。

取消八达通自动增值服务账户

32A. 任何原因取消、终止使用自动增值服务账户或其使用期满，您应出示有关八达通，以按照本公司的指示取消有关的八达通的自动增值服务。如该八达通没有按照本公司的指示而注销自动增值服务，本公司会立即将勾连至该自动增值服务账户的所有及任何八达通注销及使其失效(无论该八达通是否属于该自动增值服务账户持有人)。八达通注销之后，将无法重新启动。

注销八达通的退款政策

32B. 如按照上文第12、21、22、22A及/或32A条注销您的八达通，本公司可要求您清付任何欠款及须向您退回已注销的八达通内的未用余额。

有关您的个人资料收集声明：

关于个人资料(私隐)条例(「该条例」)的通知(「本通知」)

33. 该条例规管本公司不时向自动增值账户持有人及/或八达通持有人收集的个人资料及其它信息(「资料」)的收集、管有、处理及使用事宜。该资料应包括交易纪录(即本公司从旗下八达通读写器及/或其它渠道，取得自动增值账户持有人及/或八达通持有人的八达通在使用时的交易资料)，而此等交易纪录根据该条例第2(1)条的定义，构成「个人资料」。此等资料可让本公司向自动增值账户持有人及/或八达通持有人提供八达通及其它相关服务。有关本公司的私隐政策详情阅本公司刊载于www.octopus.com.hk的「私隐政策」，而本通知则为本公司收集、管有、处理及使用资料的依据。

34. 若自动增值服务账户持有人及/或八达通持有人未能向本公司提供其个人资料，本公司将无法向自动增值服务账户持有人及/或八达通持有人提供自动增值服务。

35. **目的：**每位自动增值服务账户持有人及八达通持有人同意其资料可作为以下用途：

- (a) 处理自动增值服务的申请；

- (b) 收取自动增值服务账户持有人及 / 或八达通持有人所欠款项, 不论是否从自动增值服务账户收取;
- (c) 进行任何自动增值服务账户持有人及 / 或八达通持有人的资料及纪录的核实工作;
- (d) 八达通收费系统的管理、运作及保养, 包括审计及根据八达通发卡条款及此协议行使本公司与自动增值服务账户持有人及 / 或八达通持有人的权利;
- (e) 为本公司、其附属公司及附属公司 (即本公司的直接控股公司及其附属公司) 设计新服务或改善现有服务;
- (f) 本公司与自动增值服务账户持有人及 / 或八达通持有人进行通讯;
- (g) 调查投诉、备受怀疑的可疑交易及研究服务改善措施;
- (h) 防止及侦测罪行; 及
- (i) 根据法例、规则、规例、守则及 / 或指引作出披露;

36. **转移:** 本公司会将自动增值服务账户持有人及八达通持有人的资料保密, 但自动增值服务账户持有人及八达通卡持有人均同意, 基于上文第 35 条列出之目的, 本公司可于香港特别行政区(「香港」) 境内将有关资料转移或披露予下述各方(第 36(a)及 36(b)列出的有关方面如位于香港境外则除外):

- (a) 自动增值服务账户持有人及 / 或八达通持有人已选择登记并对本公司有保密责任的银行发行版八达通发行商与参加自动增值服务的金融机构;
- (b) 对本公司有保密责任的本公司代理人或向本公司提供与本公司业务运作有关的行政、电讯、电脑、付款、数据处理或其它服务的承办商(例如专业顾问、电话服务中心供货商、追讨欠债公司(当自动增值服务账户持有人及 / 或八达通持有人拖欠本公司款项)、礼品换领中心或资料输入公司);
- (c) 对本公司有保密责任的本公司之附属公司及 / 或附属公司; 及
- (d) 本公司、其附属公司及 / 或附属公司根据任何法例、规则、规例、守则及 / 或指引及 / 或履行任何具司法管辖权法院、执法机关及 / 或监管机构所发出而本公司须遵行的命令, 按照适用之法例、规则、规例、守则及 / 或指引, 有具约束力责任向任何执法机关及 / 或监管机构及 / 或任何人士或实体作出披露, 但有关规定须有正式权限方可作出。

37. **查阅:** 每位自动增值服务账户持有人及八达通持有人有权:

- (a) 查核本公司是否持有资料及查阅该等资料;

(b) 要求本公司改正任何不正确资料;

(c) 确定本公司处理资料的政策及惯例和获告知本公司持有的资料类别。

38. 本公司保留就依从自动增值服务账户持有人及 / 或八达通持有人的要求查阅其任何资料而向其收取合理费用的权利。

39. 任何查阅资料要求, 请以书面向下列人士提出:

香港九龙九龙湾宏泰道 23 号 Manhattan Place 46 楼
八达通卡有限公司
保障资料主任
电邮地址: dpo@octopus.com.hk

40. 本通知不会限制自动增值服务账户持有人及 / 或八达通持有人在条例下所享有的权利。

错误扣除款项

41. 每位自动增值服务账户持有人及八达通持有人必须确保自动增值服务账户持有人:

- (a) 经常及时知悉自动增值服务账户的所有交易账项, 包括核对金融机构发出的每份自动增值服务账户结单, 或(如金融机构并无发出自动增值服务账户结单) 定期补记及核对自动增值服务账户存折的账项, 除非有其它更有效方法监察该账户的交易账项, 则作别论; 及 (b) 若自动增值服务账户持有人声称本公司无权在自动增值服务账户扣除任何款项转往本公司账户, 则可于有关支账日期起计 12 个月内通知本公司。在该期间之后, 自动增值服务账户持有人及八达通持有人均不得声称本公司无权在自动增值服务账户支取有关款额, 除非属于以下情况, 则作别论:

(i) 本公司未有妥善处理有关支账; 或

(ii) 有关支账乃因本公司明显的错误所导致。

终止

42. 如按照上文第 12、21、22、22A 或 32A 条取消自动增值服务, 本协议将告终止; 但终止协议不会影响终止协议之前双方已产生的权利及义务。

本协议的修订

43. 本公司可不时修订本协议, 有关修订会于生效日期前最少 30 天, 透过书面通知自动增值服务账户持有人及八达通持有人, 或按本公司的绝对酌情权决定, 在修订生效前于香港一份中文报章及一份英文报章上刊载以作为通知。本公司备有本协议文本之最新版本, 可供自动增值服务账户持有人及 / 或八达通持有人书面索阅。该最新版本亦可于本公司的网站 www.octopus.com.hk 查阅。于本协议的修订生效后, 如八达通持有人继续使用八达通, 将当作自动增值服务账户持有人及八达通持有人接受有关修订处理。

管辖法律

44. 本八达通自动增值协议受香港法律管辖。

八达通卡有限公司



Octopus Automatic Add Value Agreement (for Octopus Automatic Add Value Service linked to credit cards issued in Mainland China)

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

1. This Agreement is effective from 5 May 2011. This Agreement only applies to Octopus Automatic Add Value Service linked to credit cards issued in Mainland China. For Octopus Automatic Add Value Service linked to other types of accounts, please refer to the relevant Octopus Automatic Add Value Agreement.

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 the company 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 Data 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:-
- processing the application for the Automatic Add Value Service;
 - collecting money due from the AAVS Account Holder and/or the *Octopus* Holder, whether from the AAVS Account or otherwise;
 - verifying any information and records relating to the AAVS Account Holder and/or the *Octopus* Holder;
 - 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;
 - designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - communication by us to the AAVS Account Holder and/or the *Octopus* Holder;
 - investigation of complaints, suspected suspicious transactions and research for service improvement;
 - prevention or detection of crime; and
 - 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):
- 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;
 - 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, 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



Octopus Customer Service Hotline (852)2266 2222

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