

Terms of Application

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

For the purposes of the Octopus Automatic Add Value Agreement (published by Octopus Cards Limited, as amended from time to time) ("**AAVS Agreement**") and this application form:-

"**AAVS**" means automatic add value services of *Octopus*;

"**AAVS Account**" means the credit card account specified in this application or such other credit card account notified to us, Octopus Cards Limited, by you or your selected AAVS participating financial institution from time to time;

"**AAVS Account Holder**" means the holder of the AAVS Account as specified in this application form; and

"**Octopus Holder**" means the user of an *Octopus* who may be an AAVS Account Holder or who has linked his/her *Octopus* to an AAVS Account in the name of one of his/her family members or friends as specified in this application form.

2. Eligibility

- (a) If you are holding a Hong Kong dollar credit card with an AAVS participating financial institution and aged 18 or above, you may apply for AAVS to be linked to an *Octopus* belonging to you. 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 12 or above (you and such other persons together are referred to as the "Applicants"). However, each *Octopus* can be linked to only one AAVS Account.
- (b) In using this application form, each of the Applicants must apply for the AAVS with an existing valid *Octopus*. All value added to the designated *Octopus* of the Applicants through the AAVS will be charged to the AAVS Account.

3. Application for AAVS

- (a) The Applicant should fill in the number of his/her *Octopus* in this application form and complete this application form as required. Once this application is approved, 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 AAVS function. Activation of the AAVS function is only required for first time activation of the AAVS function or reactivation of the AAVS function following suspension.
- (b) All *Octopus* linked with AAVS is not transferable and should not be used by any person other than the registered *Octopus* Holders.
- (c) 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.
- (d) We, Octopus Cards Limited, reserve the right to reject any application for AAVS 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 another *Octopus* whose AAVS function has never been enabled, there will be no fee for such application(s).
- (c) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application and/or the use of the AAVS by all the Applicants in this application form.

5. Conditions of Issue of Octopus and AAVS Agreement

The use of an *Octopus* and the AAVS respectively are subject to the terms of the Conditions of Issue of Octopus (published by Octopus Cards Limited, as amended from time to time) (the "Conditions of Issue") and the AAVS Agreement, and these terms of application (these "Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement and these Terms, the Conditions of Issue and the AAVS Agreement 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. A copy of the AAVS Agreement is distributed to the Applicants together with this application form. Latest version of the Conditions of Issue can be obtained from us or downloaded from the website of Octopus Cards Limited at www.octopus.com.hk.

6. Lost Octopus

You agree that if you lose your *Octopus* linked with AAVS, you should report such loss to Octopus Cards Limited immediately by calling the Lost Octopus Reporting Hotline at 2266 2266. If your *Octopus* linked with AAVS or the *Octopus* of relevant *Octopus* Holder linked with AAVS is reported loss, this lost *Octopus* service will protect you, the AAVS Account Holder and/or the *Octopus* Holder from the loss of the remaining value and any value added through AAVS on such *Octopus* 3 hours after successful loss report.

7. Personal Data

It is necessary for each of the Applicants to provide his/her personal data to us in connection with the application of the AAVS. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS for his/her use. Each Applicant authorises the selected AAVS participating financial institution to disclose to Octopus Cards Limited his/her personal data submitted in this application and such other personal data, including, but not limited to, contact details which the selected AAVS participating financial institution may possess for processing this application and operating the AAVS. 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 which is enclosed in this application form.

8. English Version Prevails

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

FUBON BANK (HONG KONG) LIMITED and/or FUBON CREDIT (HONG KONG) LIMITED (each, a “Fubon Entity”)

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”) and Consumer Credit Data [Personal Information Collection Statement] (the “PICS”)

(Effective from 1 September 2022)

- (a) From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking services and credit facilities, sureties and persons providing security or guarantee for credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively “data subjects”) to supply a Fubon Entity 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 relevant Fubon Entity 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 data subjects in the ordinary course of the continuation of the banking relationship, for example, when data subjects write cheques or deposit money or effect a banking transaction or effect a financial transaction at an automated teller machine or in other ways or generally communicate in writing or verbally with the relevant Fubon Entity by means of documentation or telephone recording system. A Fubon Entity will also collect data relating to data subjects from third parties, including third party service providers with whom the customers or applicants interact in connection with the marketing of a Fubon Entity's products and services and in connection with the customer's or applicant's application for the Fubon Entity's products and services (including receiving personal data from credit reference agencies approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit reference agencies”)).
- (d) The purposes for which data relating to data subjects may be used are as follows: -
- (i) considering and assessing the customer's application for a Fubon Entity's products and services;
 - (ii) the daily operation of the securities, banking and financial services and credit facilities provided to data subjects;
 - (iii) conducting credit checks or performing credit assessment at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iv) creating and maintaining the Fubon Entity's credit scoring models;
 - (v) assisting other credit providers in Hong Kong approved for participation in the Multiple Credit Reference Agencies Model (hereinafter referred to as “credit providers”) to conduct credit checks and collect debts;
 - (vi) ensuring ongoing credit worthiness of data subjects;
 - (vii) designing financial services or related products for data subjects' use;
 - (viii) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (ix) determining amounts owed to or by data subjects;
 - (x) collection of amounts outstanding from data subjects and those providing security for data subjects' obligations;
 - (xi) complying with the obligations, requirements or arrangements for disclosing and using data that apply to the relevant Fubon Entity or any of its group or their respective branches or that they are expected to comply according to:
 - (1) any law binding or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
 - (2) any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside the Hong Kong Special Administrative Region existing currently and in the future (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information); and
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on the relevant Fubon Entity or any of its group or their respective branches by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the group of the relevant Fubon Entity and/or any other use of data and information in accordance with any group-wide programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
 - (xiii) enabling an actual or proposed assignee of the relevant Fubon Entity, or participant or sub-participant of the relevant Fubon Entity's rights in respect of the data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xiv) exchanging information with merchants accepting credit cards issued by a Fubon Entity and entities with whom the relevant Fubon Entity provides co-branded credit card services;
 - (xv) conducting matching procedures; and

(xvi) purposes relating thereto.

(e) Data held by a Fubon Entity relating to a data subject will be kept confidential but the Fubon Entity may provide such information to the following parties for the purposes set out in paragraph (d) above: -

- (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, technology outsourcing or other services to the Fubon Entity in connection with the operation of its business;
- (ii) any other person under a duty of confidentiality to the Fubon Entity including a group company of the Fubon Entity which has undertaken to keep such information confidential;
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (iv) third party service providers with whom the customer has chosen to interact with in connection with the customer's application for a Fubon Entity's products and services;
- (v) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies or solicitor firms (together, "debt collection agencies");
- (vi) any person to whom the relevant Fubon Entity or any of its group or their respective branches is under an obligation or otherwise required to make disclosure under the requirements of any law binding on or applying to the relevant Fubon Entity or any of its group or their respective branches, or any disclosure under and for the purposes of any guidelines or guidance given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers with which the relevant Fubon Entity or any of its group or their respective branches are expected to comply, or any disclosure pursuant to any contractual or other commitment of the relevant Fubon Entity or any of its group or their respective branches with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
- (vii) any actual or proposed assignee of the Fubon Entity or participant or sub-participant or transferee of the Fubon Entity's rights in respect of the data subject; and
- (viii) (1) the Fubon Entity's group companies;
(2) third party financial institutions, insurers, insurance services companies, credit card companies, securities and investment services providers;
(3) third party reward, loyalty, co-branding and privileges programme providers;
(4) co-branding partners of the Fubon Entity and the Fubon Entity's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);
(5) charitable or non-profit making organisations; and
(6) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres,

data processing companies and information technology companies) that the Fubon Entity engages for the purposes set out in paragraph (d)(viii) above.

Such information may be transferred to a place outside Hong Kong.

- (f) With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Fubon Entity, on its own behalf and/or as agent, to credit reference agencies:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
 - (iii) Hong Kong Identity Card Number or travel document number;
 - (iv) date of birth;
 - (v) correspondence address;
 - (vi) mortgage account number in respect of each mortgage;
 - (vii) type of the facility in respect of each mortgage;
 - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the relevant Fubon Entity for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit provider, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit databases of credit reference agencies by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

(g) USE OF DATA IN DIRECT MARKETING

The Fubon Entity intends to use a data subject's data in direct marketing and the relevant Fubon Entity requires the data subject's consent (which includes an indication of no objection) for that purpose. In this connection, please note that:

- (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a data subject held by the Fubon Entity from time to time may be used by the relevant Fubon Entity in direct marketing;
- (ii) the following classes of services, products and subjects may be marketed:
 - (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 Fubon Entity's co-branding partners (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (4) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Fubon Entity and/or:
- (1) the Fubon Entity's group companies;
 - (2) third party financial institutions, insurers, insurance services companies, credit card companies, securities and investment services providers;
 - (3) third party reward, loyalty, co-branding or privileges programme providers;
 - (4) co-branding partners of the Fubon Entity and the Fubon Entity's group companies (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
 - (5) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Fubon Entity also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and the Fubon Entity requires the data subject's written consent (which includes an indication of no objection) for that purpose;
- (v) The Fubon Entity may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the data subject's consent or no objection as described in paragraph (g)(iv) above, the Fubon Entity will inform the data subject if it will receive any money or other property in return for providing the data to the other persons.

If a data subject does not wish the Fubon Entity to use or provide to other persons his data for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Fubon Entity.

(h) TRANSFER OF PERSONAL DATA TO CUSTOMER'S THIRD PARTY SERVICE PROVIDERS USING BANK APPLICATION PROGRAMMING INTERFACES (API)

The Bank may, in accordance with the customer's instructions to the Bank or third party service providers engaged by the customer, transfer customer's data to third party service providers using the Bank's API for the purposes notified to the customer by the Bank or third party service providers and/or as consented to by the customer in accordance with the Ordinance.

- (i) Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data, any data subject has the right: -
- (i) to check whether a Fubon Entity holds data about him and of access to such data;
 - (ii) to require a Fubon Entity to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Fubon Entity's policies and practices in relation to data and to be informed of the kind of

personal data held by the Fubon Entity;

- (iv) to be informed on request 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 access and correction requests to the relevant credit reference agency(ies) or debt collection agency(ies); and
- (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by a Fubon Entity to a credit reference agency, to instruct the relevant Fubon Entity, upon termination of an account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Fubon Entity to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).
- (j) In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph (i)(v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
- (k) In the event of any amount in an account is written off due to bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph (i)(v) above) may be retained by the credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
- (l) Where the Bank has provided consumer credit which is subject to review from time to time in relation to an increase in the credit amount, the curtailing of credit (including the cancellation of credit or a decrease in the credit amount) or the putting in place or implementation of a scheme of arrangement, then in order for the Bank to conduct such reviews during the subsistence of the account, the Bank will assess and make use of a credit report from a credit reference agency.
- (m) In accordance with the terms of the Ordinance, a Fubon Entity has the right to charge a reasonable fee for the processing of any data access request.
- (n) 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 is as follows: -

The Data Protection Officer
Fubon Bank (Hong Kong) Limited
38 Des Voeux Road Central, Hong Kong

- (o) A Fubon Entity may have obtained credit report(s) on the data subjects from credit reference agency(ies) in considering any application for credit. In the event the data subjects wish to access the credit report(s), the Fubon Entity will advise the contact details of the relevant credit reference agency(ies).
- (p) Nothing in this Notice shall limit the rights of data subjects under the Personal Data (Privacy) Ordinance.
- (q) This Notice shall upon a data subject's receipt, be deemed an integral part of all contracts, agreements, credit/banking facility letters, account mandates, and other binding arrangements which the data subject has entered into or intends to enter into with the Fubon Entity.

September 2022

BR002(E) 09/2022(e)

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 13 November 2016 and is only applicable to selective *Octopus* that are enabled with 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*, 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 Float on the *Octopus* if the Float stored on 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 Co-Brand *Octopus*" means a card or product issued by a Financial Institution authorised by us with banking and/or payment functionality offered by that issuing Financial Institution incorporating our stored value facility which can be used for making payments via the Octopus payment system 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;

"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;

"Float" means the stored value remaining on an *Octopus*, excluding SVF Deposit;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;

"*Octopus*" means device-based stored value facility cards and products provided by us as described in the Conditions of Issue;

"*Octopus* Holder" means a user of an *Octopus* who may be an AAVS Account Holder or who has linked his/her *Octopus* to an AAVS Account in the name of one of his/her family members or friends;

"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), online and mobile payment platform providers 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

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

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 not limited to, in respect of all value added to the Float on 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 Float on 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 Float on 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 Float on 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 Float on 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 administrative fee).
21. If the Float on 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 SVF 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 Co-Brand 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 SVF 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 Co-Brand 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 Co-Brand Octopus*. Once notified by the issuing Financial Institution, we will cancel the Automatic Add Value Service on the *Bank Co-Brand 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 Co-Brand 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 Float and any value added to the Float 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 SVF Deposit, if applicable, and the Float, if any, on the *Octopus* as recorded in the *Octopus* payment system. In the event that there is a negative Float on your *Octopus*, we shall be entitled to set off such negative Float against the SVF Deposit, and debit any negative Float 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 Float 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 Float of your cancelled *Octopus* to you.

Replacement Card & Transfer of AAVS Account

- 32C. (a) We may offer you a replacement *Octopus* with Automatic Add Value Service if your *Octopus* is enabled with Automatic Add Value Service and:-
- (i) is reported lost or stolen (as described in Clause 31 above);
 - (ii) malfunctions and is returned to us; or
 - (iii) needs to be replaced for any other reason(s) as specified by us from time to time and is returned to us.
- (b) Any replacement *Octopus* will be linked to the same AAVS Account to which the *Octopus* that is being replaced is linked.
- (c) The AAVS Account Holder agrees and undertakes that he/she shall be responsible and liable for any and all transactions carried out on the replacement *Octopus*.

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

- 33. The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from the AAVS Account Holder and/or the**

Octopus Holder from time to time (the "Data"). The Data shall include transactional records (meaning the transaction data which we receive from our Octopus readers and/or from other channels in respect of the use of Octopus by the AAVS Account Holder and/or Octopus Holder) to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance. This Data is to enable us to provide the Automatic Add Value Service and other related services to the AAVS Account Holder and/or the Octopus Holder. Further information is set out in our Privacy Policy located at: www.octopus.com.hk and this Notice is the basis upon which we collect, hold, process and use the Data.

34. If the AAVS Account Holder and/or the Octopus Holder does not provide his/her personal data to us, we may be unable to provide the AAVS Account Holder and/or the Octopus Holder with the Automatic Add Value Service.

35. **Purpose:** Each of the AAVS Account Holder and the Octopus Holder agrees that his / her Data may be used for the following purposes:-

- (a) processing the application for the Automatic Add Value Service;
- (b) collecting money due from the AAVS Account Holder and/or the Octopus Holder, whether from the AAVS Account or otherwise;
- (c) verifying any information and records relating to the AAVS Account Holder and/or the Octopus Holder;
- (d) management, operation and maintenance of the Octopus payment system, including audit and exercising our rights and the rights of the AAVS Account Holder and/or Octopus Holder under the Conditions of Issue and this Agreement;
- (e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
- (f) communication by us to the AAVS Account Holder and/or the Octopus Holder;
- (g) investigation of complaints, suspected suspicious transactions and research for service improvement;
- (h) prevention or detection of crime; and
- (i) disclosure as required by law, rules, regulations, codes or guidelines.

36. **Transfer:** Data will be kept confidential by us, but each of the AAVS Account Holder and Octopus Holder agrees that for the purpose(s) set out in Clause 35 above, we may transfer or disclose such Data to the following parties within 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 Co-Brand 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, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us 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), courier, 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 satisfy a legally enforceable demand for 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.

Rights of Third Parties

43. This Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of this Agreement which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving rise to or conferring on third parties contractual or other rights (including, but not limited to, the Contracts (Rights of Third Parties) Ordinance) in connection with this Agreement is hereby expressly excluded. For the avoidance of doubt, nothing in this Agreement shall affect the rights of any permitted assignee or transferee of this Agreement.

Changes to this Agreement

44. 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 and Jurisdiction

45. This Octopus Automatic Add Value Agreement shall be governed by the laws of Hong Kong. You and Octopus Cards Limited irrevocably agree that the courts in Hong Kong shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) arising out of or in connection with this Agreement, its subject matter or formation.