

永亨信用卡「合家親」八達通自動增值服務及個人八達通申請表
Wing Hang Credit Card "One-to-Many" Octopus Automatic Add Value Service and Personalised Octopus Application Form

請用英文正楷填寫，並將申請表寄回香港郵政總局郵箱 514 號永亨銀行卡務中心。
Please complete in BLOCK LETTERS and mail to WING HANG BANK, LTD - CARD CENTRE at G.P.O. Box 514, Hong Kong.

甲部 - 自動增值服務賬戶持有人資料 (*請刪除不適用處)
Section A - AAVS Account Holder Information (*Please delete where inappropriate)

身份證的英文姓名 *香港身份證號碼 / 護照號碼 性別
Full English Name *HKID Card / Passport No. Sex
男 女
Male Female

出生日期 日 月 年 聯絡電話
Date of Birth dd mm yyyy Contact Number

永亨信用卡號碼 (只適用於現有永亨信用卡客戶)
Wing Hang Credit Card Number
(Applicable to existing Wing Hang Credit Card Cardholder only)

請選其一 Please select:

- 本人欲以現持有之八達通 (編號為) 申請自動增值服務 或
I would like to apply for the AAVS using my Octopus [serial number] or
- 本人欲以申請個人八達通及自動增值服務 (請選擇領取個人八達通地點)
I would like to apply for a Personalised Octopus and the AAVS (please select the collection method) or

領取方法 Collection Method:

- 親臨香港中環永吉街 11 號永亨保險大廈 3 樓永亨銀行卡務中心 (088)
3/F, Wing Hang Insurance Building, 11 Wing Kut Street, Central, Hong Kong (088)
- 以掛號方式郵寄至持卡人之通訊地址。持卡人明白及同意貴行在本人之信用卡戶口扣除 HK\$15 作郵費 (198)
Please post my Personalised Octopus via registered mail to the address of the AAVS Account Holders. I understood and agreed that Wing Hang Bank will charge a postage of HK\$15 for each Personalised Octopus posted to the AAVS Account (198)
- 本人不欲申請自動增值服務，但為乙部其他人申請自動增值服務
I do not wish to apply the AAVS for myself but I would like to apply the AAVS for the following Applicants.

乙部 - 其他申請人資料
Section B - Applications for Octopus Automatic Add Value Service and/or Personalised Octopus

申請人(1) 1st Applicant

身份證的英文姓名 *香港身份證號碼 / 護照號碼 性別
Full English Name *HKID Card / Passport No. Sex
男 女
Male Female

出生日期 日 月 年
Date of Birth dd mm yyyy

請選其一 Please select:

- 本人欲以現持有之八達通 (編號為) 申請自動增值服務 或
I would like to apply for the AAVS using my Octopus [serial number] or
- 本人欲以申請個人八達通及自動增值服務 (請選擇領取個人八達通地點)
I would like to apply for a Personalised Octopus and the AAVS (please select the collection method)

領取方法 Collection Method:

- 親臨香港中環永吉街 11 號永亨保險大廈 3 樓永亨銀行卡務中心 (088)
3/F, Wing Hang Insurance Building, 11 Wing Kut Street, Central, Hong Kong (088)

- 以掛號方式郵寄至持卡人之通訊地址。持卡人明白及同意貴行在本人之信用卡戶口扣除 HK\$15 作郵費 (198)
Please post my Personalised Octopus via registered mail to the address of the AAVS Account Holders. I understood and agreed that Wing Hang Bank will charge a postage of HK\$15 for each Personalised Octopus posted to the AAVS Account (198)

.....
申請人(2) 2nd Applicant

身份證的英文姓名
Full English Name

*香港身份證號碼 / 護照號碼
*HKID Card / Passport No.

性別
Sex
男 女
Male Female

出生日期 日 月 年
Date of Birth dd mm yyyy

請選其一 Please select:

- 本人欲以現持有之八達通 (編號為 _____)申請自動增值服務 或
I would like to apply for the AAVS using my Octopus [serial number _____] or
- 本人欲以申請個人八達通及自動增值服務 (請選擇領取個人八達通地點)
I would like to apply for a Personalised Octopus and the AAVS (please select the collection method)

領取方法 Collection Method:

- 親臨香港中環永吉街 11 號永亨保險大廈 3 樓永亨銀行卡務中心 (088)
3/F, Wing Hang Insurance Building, 11 Wing Kut Street, Central, Hong Kong (088)
- 以掛號方式郵寄至持卡人之通訊地址。持卡人明白及同意貴行在本人之信用卡戶口扣除 HK\$15 作郵費 (198)
Please post my Personalised Octopus via registered mail to the address of the AAVS Account Holders. I understood and agreed that Wing Hang Bank will charge a postage of HK\$15 for each Personalised Octopus posted to the AAVS Account (198)

聲明 Declaration

本人/吾等聲明及確認，本申請表內提供的一切資料就本人/吾等所知所信均屬真實、準確及完全。本人/吾等並確認會就使用自動增值服務及八達通遵守本申請條款、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/吾等知悉及同意於本申請獲批核後，本人/吾等之個人資料將連繫至本人/吾等持有之八達通。本人/吾等如簽署本申請表，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。

作為自動增值服務賬戶持有人，本人同意為本申請表內的每項自動增值服務及/或個人八達通之申請向八達通卡有限公司繳付所有有關費用。本人授權永亨銀行依照八達通卡有限公司不時給予永亨銀行之指示而向八達通卡有限公司付款。本人承諾遵循永亨銀行信用卡持卡人合約償付永亨銀行。

I / We hereby declare and confirm that all information in respect of me / us provided in this application form is true, accurate and complete to the best of my / our information, knowledge and belief. I / We also confirm that I / we 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 / We acknowledge and agree that upon the approval of the Automatic Add Value Service, my / our personal data provided in this application will be associated with my Octopus. By signing this application form, I / we agree that I / we 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 Wing Hang Bank to pay Octopus Cards Limited in accordance with such instructions as it may receive from Octopus Cards Limited from time to time. I promise to reimburse Wing Hang Bank subject to and in accordance with the Wing Hang Bank Credit Card Cardholder Agreement.

賬戶持有人簽署 Signature of AAVS Account Holder

日期 Date

#申請人(1)簽署 Signature of 1st Applicant

日期 Date

#申請人(2)簽署 Signature of 2nd Applicant

日期 Date

如申請人未滿 18 歲，須由家長或監護人代為簽署。所有申請人需在提交此申請表時提供香港身份證/護照影印本，申請人提交的一切文件連同此申請表將不獲發還。
If the Applicant is aged below 18, the Applicant's parent or guardian shall sign for the Applicant. All applicant(s) should provide copies of HKID / Passport together with this form. Documents supplied including this application form will not be returned.

簡介

本「八達通自動增值」服務及個人八達通申請表可為一個或多個八達通卡或產品(「八達通」)申請「八達通自動增值」服務(「自動增值服務」)及申請個人八達通。

申請條款

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」即指此申請表所指的信用卡賬戶,或不時由申請人於本申請表內選用之金融機構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
如閣下年滿18歲,並持有由已參與「八達通自動增值」服務的金融機構發出的港幣信用卡,閣下(「申請人」)可為自己現持有的八達通(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。申請人所有的自動增值費用,將會於自動增值服務賬戶內扣除。
3. 申請自動增值服務
(甲)申請人須於此申請表內填上其現持有的八達通的8或9位之編號,並填妥此申請表。申請一經由申請人於申請時選定的金融機構接納後,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。若八達通自動增值功能尚未啟動,申請人須前往指定地點啟動自動增值功能。
(乙)所有附有自動增值功能之八達通均不得轉讓予他人或借給他人使用。
(丙)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。
(丁)本公司保留不接受任何就自動增值服務申請之權利,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)閣下同意為此申請向本公司繳付有關申請自動增值服務的任何費用。
5. 八達通發卡條款及自動增值協議
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。自動增值協議及發卡條款的文本已與此申請表一併派發,發卡條款的本文可向本公司索取或於本公司網頁www.octopus.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,應即時透過八達通卡報失熱線(2266 2266)向本公司報失。閣下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. 個人資料
如欲申請自動增值服務,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。申請人如簽署本申請表,即表示已細閱、明白及同意隨附之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。
8. 英文本為準
本申請條款的中文譯本只供參考。若英文本與中文譯本之間有任何歧異,則以英文本為準。

Introduction

This application form for the Octopus Automatic Add Value Service and Personalised Octopus shall be used for the application of linking one or more Octopus cards or products (collectively referred to as "Octopus") to the Automatic Add Value Service (the "AAVS"), and for the application of a Personalised Octopus.

Terms of Application (the "Terms")

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 in this application or such other credit card account notified to Octopus Cards Limited, by you or your selected AAVS participating financial institution from time to time;

"AAVS Account Holder" means the person specified in this application form;

"Octopus Holder" means the person who applies for himself / herself the AAVS in this application form.

2. Eligibility

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, up to a maximum of three Octopus. However, each Octopus must be linked to a different financial institution. All value added to your designated Octopus by way of AAVS will be debited from your AAVS account.

3. Application for AAVS

(a) You should fill in the 8- or 9-digit serial number of your existing Octopus in this application and complete the application form as required. Once this application is approved by your selected AAVS participating financial institution, your existing Octopus will be registered and linked to your AAVS Account, and you will be notified of such approval accordingly. You have to activate the AAVS function on your Octopus at designated locations. If the AAVS function is not yet activated, the applicant is required to activate the function at designated locations.

(b) Registered Octopus with AAVS is not transferable and should not be used by any person other than you.

(c) If you are a Personalised Octopus holder with student status recorded on it, you may use this application form to apply for the AAVS.

(d) We 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 a second or third Octopus which AAVS function has never been enabled, there will be no fee for such application(s).

(c) You agree to pay us all costs and fees associated with the application of AAVS 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 Conditions of Issue of Octopus (the "Conditions of Issue") and the AAVS Agreement, as amended from time to time, issued by Octopus Cards Limited, and these Terms of Application (these "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, you agree to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms of Applications. 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.octopus.com.hk.

6. Card Loss

You agree that if you lose your Octopus linked with AAVS, you shall report such loss to us immediately by calling the Octopus Lost-card Hotline (2266 2266). You 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. Personal Data

It is necessary for you to provide your personal data in this application. If you fail to provide any information required in this application, we may not be able to make available the AAVS for your use. By signing this application, you agree that you 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 which is enclosed in this application.

8. English Version Prevails

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

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 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的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托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/或八達滙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/或八達滙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滙持有人須即時償還自動增值服務賬戶持有人及八達滙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滙持有人收取合理手續費及將八達滙內的餘額(如有的話)用作支付自動增值服務賬戶持有人及八達滙持有人所欠本公司的任何款項(包括有關手續費在內)。
21. 若八達滙內的儲值不敷支付自動增值服務賬戶持有人及/或八達滙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滙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滙持有人。該八達滙一經註銷，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/或八達滙持有人(銀行發行版八達滙持有人除外，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/或八達滙持有人，須按照本公司的指示取消有關的八達滙的自動增值服務。如該八達滙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滙及其自動增值服務，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滙持有人。該八達滙一經註銷，將無法重新啟動。
- 22A 如閣下持有銀行發行版八達滙，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滙。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滙的自動增值服務。
23. 自動增值服務賬戶持有人及八達滙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。在取消任何八達滙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/或八達滙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滙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/或八達滙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滙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/或八達滙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。

報失八達滙

31. 所有自動增值服務客戶，均獲提供八達滙報失服務。如八達滙持有人遺失八達滙，或八達滙被竊，該持有人須立即通知本公司；但如閣下的八達滙屬銀行發行版八達滙，則應聯絡發卡的金融機構。在本公司收到失卡報告後，本公司將會在指定的期間(「通知期間」)之後，取消及停用該八達滙。本公司將會不時規定及公佈有關通知期間。在八達滙取消之後，該八達滙將無法重新使用。此項八達滙報失服務可保障自動增值服務賬戶持有人及八達滙持有人的八達滙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 條的規定取消八達滙，本公司會根據八達滙收費系統的紀錄，將八達滙的按金(如適用)及餘額(如有)退還八達滙持有人。如閣下的八達滙的餘額為負值，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滙報失服務而向自動增值服務賬戶持有人及/或八達滙持有人收取本公司不時釐定及公佈的合理收費。該收費將於八達滙餘額的退款(如有)中扣除，或由自動增值服務賬戶持有人及/或八達滙持有人共同及個別地支付。

取消八達滙自動增值服務賬戶

- 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滙，以按照本公司的指示取消有關的八達滙的自動增值服務。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滙註銷及使其失效(無論該八達滙是否屬於該自動增值服務賬戶持有人)。八達滙一旦註銷，將無法重新啟動。

註銷八達滙的退款政策

- 32B. 如按照上文第 12、21、22、22A 及/或 32A 條註銷閣下的八達滙時，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滙的尚未使用的餘額。

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/或八達滙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/或八達滙持有人的八達滙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/或八達滙持有人提供八達滙及其他相關服務。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/或八達滙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/或八達滙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滙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/或八達滙持有人所欠款項,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/或八達滙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/或八達滙持有人的權利;
 - (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/或八達滙持有人進行通訊;
 - (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滙持有人的資料保密,但自動增值服務賬戶持有人及八達滙持有人均同意,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/或八達滙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滙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/或八達滙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滙持有人有權:
- (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/或八達滙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
40. 本通知不會限制自動增值服務賬戶持有人及/或八達滙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滙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滙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最少 30 天,透過書面通知自動增值服務賬戶持有人及八達滙持有人,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/或八達滙持有人書面索閱。該最新版本亦可於本公司的網站www.octopus.com.hk查閱。於本協議的修訂生效後,如八達滙持有人繼續使用八達滙,將當作自動增值服務賬戶持有人及八達滙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 ;
 - "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 and this Notice is the basis upon which we collect, hold, process and use the Data.
34. If the AAVS Account Holder and/or the *Octopus* Holder does not provide his/her personal data to us, we may be unable to provide the AAVS Account Holder and/or the *Octopus* Holder with the Automatic Add Value Service.
35. **Purpose:** Each of the AAVS Account Holder and the *Octopus* Holder agrees that his / her Data may be used for the following purposes:-
- (a) processing the application for the Automatic Add Value Service;
 - (b) collecting money due from the AAVS Account Holder and/or the *Octopus* Holder, whether from the AAVS Account or otherwise;
 - (c) verifying any information and records relating to the AAVS Account Holder and/or the *Octopus* Holder;
 - (d) management, operation and maintenance of the Octopus payment system, including audit and exercising our rights and the rights of the AAVS Account Holder and/or *Octopus* Holder under the Conditions of Issue and this Agreement;
 - (e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - (f) communication by us to the AAVS Account Holder and/or the *Octopus* Holder;
 - (g) investigation of complaints, suspected suspicious transactions and research for service improvement;
 - (h) prevention or detection of crime; and
 - (i) disclosure as required by law, rules, regulations, codes or guidelines.
36. **Transfer:** Data will be kept confidential by us, but each of the AAVS Account Holder and *Octopus* Holder agrees that for the purpose(s) set out in Clause 35 above, we may transfer or disclose such Data to the following parties within the Hong Kong Special Administrative Region ("Hong Kong") (except that the parties set out in Clauses 36(a) and 36(b) below may be located outside Hong Kong):
- (a) issuers of *Bank Issued Octopus* and Financial Institutions which owe a duty of confidentiality to us and with which the AAVS Account Holder and/or *Octopus* Holder has selected to register;
 - (b) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, payment, data processing or other services in connection with the operation of our business (such as professional advisors, call centre service providers or debt collection agencies (in the event of any money due to us by the AAVS Account Holder and/or the *Octopus* Holder), gift redemption centres or data entry companies);
 - (c) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and
 - (d) any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries and/or affiliates are under a binding obligation to make disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.
37. **Access:** Each of the AAVS Account Holder and the *Octopus* Holder has the right to:
- (a) check whether we hold Data and to have access to that Data;
 - (b) require us to correct any Data which is inaccurate; and
 - (c) ascertain our policies and practices in relation to Data and to be informed of the kind of Data held by us.
38. We reserve the right to charge the AAVS Account Holder and/or *Octopus* Holder a reasonable fee for complying with any request for access to his/her Data.
39. Any Data access request should be made in writing to:
- The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong
Email: dpo@octopus.com.hk
40. Nothing in this Notice shall limit the rights of the AAVS Account Holder and/or *Octopus* Holder under the Ordinance.

Deductions by Mistake

41. Each of the AAVS Account Holder and the *Octopus* Holder must ensure that the AAVS Account Holder shall:-
- (a) keep himself/herself promptly informed of all transactions relating to the AAVS Account, which will involve examining each statement issued by the Financial Institution in respect of the AAVS Account or, if the Financial Institution does not issue statements in respect of the AAVS Account, updating and examining the passbook for the AAVS Account regularly, unless he/she has some other effective means of monitoring transactions on such account; and
 - (b) notify us within 12 months of the day of any debit from the AAVS Account to Our Account if he/she claims that we were not entitled to debit the relevant amount from the AAVS Account. After such period, neither the AAVS Account Holder nor the *Octopus* Holder shall make any claim that we were not entitled to debit the relevant amount from the AAVS Account unless:-
 - (i) we failed to exercise reasonable skill and care in respect of any such debit; or
 - (ii) any such debit arose from any manifest error on our part.

Termination

42. This Agreement shall terminate when the Automatic Add Value Service is cancelled in accordance with Clauses 12, 21, 22, 22A or 32A above, but such termination shall not affect the rights and obligations of the parties accrued prior to the termination.

Changes to this Agreement

43. We may amend this Agreement from time to time. We shall notify the AAVS Account Holder and the *Octopus* Holder by giving them written notice of the change(s) or, as we shall at our absolute discretion determine, by publishing a notice of the change(s) in one Chinese and one English language newspaper in Hong Kong, at least 30 days before such amendments are to take effect. We shall provide the AAVS Account Holder and/or the *Octopus* Holder with a copy of the latest version of this Agreement upon written request. The latest version of this Agreement will also be available on our website at www.octopus.com.hk. If the *Octopus* Holder uses the *Octopus* after any amendment to this Agreement shall have taken effect, that amendment shall be deemed to have been accepted by the AAVS Account Holder and the *Octopus* Holder.

Governing Law

44. This Octopus Automatic Add Value Agreement shall be governed by the laws of Hong Kong.