

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 2016 年 11 月 13 日起生效，並只適用於本公司選定並備有連繫於金融機構的銀行賬戶或所發出之信用卡的自動增值服務的八達通。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，訂立之關於使用本公司自動增值服務的合約。本公司乃八達通的發行商。
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」指在八達通的儲值金額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金額的服務（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；

「銀行聯營八達通」指由本公司授權之金融機構所發行，附有由該金融機構提供的銀行及／或付款功能，並包含八達通儲值支付工具以用於透過八達通收費系統作出付款之卡或產品；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；

「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；

「儲值金額」指八達通（不包括工具按金）內的剩餘儲值；

「香港」指中華人民共和國香港特別行政區；

「八達通」指本公司按發卡條款所提供實體形式的儲值支付工具卡及產品

「八達通持有人」指八達通使用者，而其可能是自動增值服務賬戶持有人，或將其八達通連繫到其家人或朋友名下之自動增值服務賬戶之人士；

「八達通收費系統」指本公司維持及運作的收費系統；

「本公司賬戶」指任何本公司不時向金融機構指定的本公司銀行賬戶；

「服務供應商」指會在閣下出示閣下的八達通時提供服務，並經本公司批准的任何交通營運商、零售商（包括但不限於：超級市場、便利店、食肆及快餐店、食品店、其他消費品商店如藥物及化妝品店、書店、報攤、文具及禮品店、配飾店、商場、服裝店、電訊公司）、娛樂／康樂／運動設施供應商、教育機構、政府相關業務實體、建築物門禁系統服務供應商、自助服務（例如自動售賣機／自助服務站／照相亭／電話亭）、網上付款及流動支付平台供應商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

「工具按金」指按發卡條款所繳付的按金，作為八達通的抵押。

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金額，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邨內的儲值金額增值的金額。
14. 本公司將會採取合理措施，確保本公司與八達邨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邨所增加的儲值金額及自動增值服務賬戶持有人及/或八達邨持有人所欠本公司的款項的確證，除非有關紀錄存在明顯的錯誤。

直接提款

15. 當八達邨內的儲值金額透過自動增值服務增加任何金額後，自動增值服務賬戶持有人及八達邨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邨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/或八達邨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/或八達邨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邨持有人須即時償還自動增值服務賬戶持有人及八達邨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邨持有人收取合理手續費及將八達邨內的儲值金額(如有的話)用作支付自動增值服務賬戶持有人及八達邨持有人所欠本公司的任何款項(包括有關手續費在內)。
21. 若八達邨內的儲值金額不敷支付自動增值服務賬戶持有人及/或八達邨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邨及自動增值服務及沒收工具按金(如適用)，並毋須通知自動增值服務賬戶持有人或八達邨持有人。該八達邨一經註銷，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/或八達邨持有人(銀行聯營八達邨持有人除外，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/或八達邨持有人，須按照本公司的指示取消有關的八達邨的自動增值服務。如該八達邨的自動增值並沒有按照本公司的指示而取消，本公司有權立即註銷

有關的八達通及其自動增值服務，並沒收其按金（如適用）而毋須事先通知該自動增值服務賬戶持有人或八達通持有人。該八達通一經註銷，將無法重新啟動。

- 22A. 如閣下持有銀行聯營八達通，閣下或發卡的金融機構可根據閣下與發卡的金融機構之間的持卡人協議條款，申請註銷閣下的銀行聯營八達通。當接獲發卡的金融機構的通知，我們將註銷有關銀行聯營八達通的自動增值服務。
23. 自動增值服務賬戶持有人及八達通持有人須共同及個別地承擔取消自動增值服務生效之時或之前因使用自動增值服務而欠本公司的款項。在取消任何八達通的自動增值服務生效之前及／或之後，本公司均有權直接指示金融機構或通過本公司委任的任何其他金融機構，從自動增值服務賬戶內扣除取消自動增值服務生效之前因進行自動增值服務交易而須付給本公司的所有款項，並將該款項轉入本公司賬戶。
24. 本公司保留為處理取消自動增值服務的事宜向自動增值服務賬戶持有人及／或八達通持有人收取合理手續費的權利。

彌償

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

風險與責任

26. 如非由於本公司明顯犯錯之原因，金融機構從自動增值服務賬戶轉賬到本公司賬戶的金額超過自動增值服務賬戶持有人及或八達通持有人須付給本公司的實際金額，本公司概不為因而產生的任何損失或損害承擔責任。在不抵觸下文第 41 條的情況下，本公司只需將有關差額款項退還自動增值服務賬戶持有人。
27. 在不抵觸上文第 26 條的情況下，對於金融機構或其僱員或代理人的任何作為、行為、遺漏或疏忽，本公司概不負責，除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。
28. 本公司有權採取適當的行動，藉以執行或行使本協議規定的本公司權利，而自動增值服務賬戶持有人及八達通持有人須共同及個別地全數彌償本公司因任何有關行為而產生的一切合理費用及支出（包括一切合理法律費用及支出）。
29. 本公司有權聘用任何人士或公司執行或行使本協議規定的本公司權利，對於有關人士或公司（除追討欠賬公司外）或其各自僱員的任何作為、行為、遺漏或疏忽，本公司概不承擔責任或負責，除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。
30. 在本公司遵守所有適用於轉讓債權的相關法律，法規及守則的情況下，本公司有權向任何人士或公司（「承讓人」）轉讓或以其他方式轉移自動增值服務賬戶持有人及或八達通持有人所欠本公司任何款項，本公司毋須為承讓人所作出的任何行為負上法律責任。

報失八達通

31. 所有自動增值服務客戶，均獲提供八達通報失服務。如八達通持有人遺失八達通，或八達

通被竊，該持有人須立即通知本公司；但如閣下的八達通屬銀行聯營八達通，則應聯絡發卡的金融機構。在本公司收到失卡報告後，本公司將會在指定的期間（「通知期間」）之後，取消及停用該八達通。本公司將會不時規定及公佈有關通知期間。在八達通取消之後，該八達通將無法重新使用。此項八達通報失服務可保障自動增值服務賬戶持有人及八達通持有人的八達通尚有儲值金額以及經自動增值服務增值至儲值金額之款項於通知期間以後免受損失。

32. 若根據上文第 31 條的規定取消八達通，本公司會根據八達通收費系統的紀錄，將八達通的工具按金（如適用）及儲值金額（如有）退還八達通持有人。如閣下的八達通的儲值金額為負值，本公司有權於通知期間結束時在工具按金中扣除，並將此結算後出現的負值儲值金額再於自動增值服務賬戶中扣除。本公司有權為提供此項八達通報失服務而向自動增值服務賬戶持有人及／或八達通持有人收取本公司不時釐定及公佈的合理收費。該收費將於八達通儲值金額的退款（如有）中扣除，或由自動增值服務賬戶持有人及／或八達通持有人共同及個別地支付。

取消八達通自動增值服務賬戶

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

註銷八達通的退款政策

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

補發八達通及轉移自動增值服務賬戶

- 32C. (a) 若閣下的八達通備有自動增值服務並符合以下條件，本公司可向閣下補發備有自動增值服務的八達通：
- (i) 該八達通已被報失或被竊（按上述第 31 條）；
 - (ii) 該八達通已失效並已退回本公司；或
 - (iii) 基於本公司不時列明之任何其他原因而需要更換並已退回本公司之八達通。
- (b) 任何獲補發的八達通將會連繫到閣下原有的自動增值服務賬戶。
- (c) 該自動增值服務賬戶的持有人，同意並承諾須就獲補發的八達通進行的任何及所有交易承擔一切責任及法律責任。

有關閣下的個人資料收集聲明：

關於個人資料（私隱）條例（「該條例」）的通知（「本通知」）

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

等資料可讓本公司向自動增值服務賬戶持有人及／或八達通持有人提供八達通及其他相關服務。有關本公司的私隱政策詳情請參閱本公司刊載於 www.octopus.com.hk 的「私隱政策」，而本通知則為本公司收集、管有、處理及使用資料的依據。

34. 若自動增值服務賬戶持有人及／或八達通持有人未能向本公司提供其個人資料，本公司將可能無法向自動增值服務賬戶持有人及／或八達通持有人提供自動增值服務。

35. 目的：每位自動增值服務賬戶持有人及八達通持有人同意其資料可作為以下用途：

- (a) 處理自動增值服務的申請；
- (b) 收取自動增值服務賬戶持有人及／或八達通持有人所欠款項，不論是否從自動增值服務賬戶收取；
- (c) 進行任何有關自動增值服務賬戶持有人及／或八達通持有人的資料及紀錄的核實工作；
- (d) 八達通收費系統的管理、運作及保養，包括審計及根據發卡條款及此協議行使本公司與自動增值服務賬戶持有人及／或八達通持有人的權利；
- (e) 為本公司、其附屬公司及聯屬公司（即本公司的直接控股公司及其附屬公司）設計新服務或改善現有服務；
- (f) 本公司與自動增值服務賬戶持有人及／或八達通持有人進行通訊；
- (g) 調查投訴、備受懷疑的可疑交易及研究服務改善措施；
- (h) 防止及偵測罪行；及
- (i) 根據法例、規則、規例、守則及／或指引作出披露；

36. 轉移：本公司會將自動增值服務賬戶持有人及八達通持有人的資料保密，但自動增值服務賬戶持有人及八達通持有人均同意，基於第 35 條列出之目的，本公司可於香港境內將有關資料轉移或披露予下述各方（第 36(a) 及 36(b) 列出的有關方面如位於香港境外則除外）：

- (a) 自動增值服務賬戶持有人及／或八達通持有人已選擇登記並對本公司有保密責任的銀行聯營八達通發行商與參予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、打擊洗錢及恐怖份子籌資的情報、付款、數據處理或其他服務的承辦商（例如專業顧問、電話服務中心供應商、追討欠債公司（當自動增值服務賬戶持有人及／或八達通持有人拖欠本公司款項）、速遞公司、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／或履行任何具管轄權力的法院、執法機關及／或監管機構所發出的命令，按照適用之法例、規則、規例、守則及／或指引，有具約束力責任履行在法律上可強制執行

向任何執法機關及／或監管機構作出披露的要求，但此類披露須有適當授權方可作出。

37. 查閱：每位自動增值服務賬戶持有人及／或八達通持有人有權：

- (a) 查核本公司是否持有資料及查閱該等資料；
- (b) 要求本公司改正任何不正確資料；及
- (c) 確定本公司處理資料的政策及慣例和獲告知本公司持有的資料類別。

38. 本公司保留就依從自動增值服務賬戶持有人及／或八達通持有人的要求查閱任何資料而向其收取合理費用的權利。

39. 任何查閱資料要求，請以書面向下列人士提出：

香港九龍九龍灣宏泰道 23 號 Manhattan Place 46 樓
八達通卡有限公司
保障資料主任
電郵地址：dpo@octopus.com.hk

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

錯誤扣除款項

41. 每位自動增值服務賬戶持有人及八達通持有人必須確保自動增值服務賬戶持有人：

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

終止

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

第三者權利

43. 本協議條款並不產生或引起，也不旨在用以產生或引起任何第三者的權利。不論本協議直接、間接、明示或暗示地賦予任何權利或利益予任何第三者，任何第三者均沒有任何權利強制執行或倚賴本協議的任何條文。在此明確排除任何因法例的應用（包括但不限於《合

約（第三者權利）條例》）而產生或賦予與本協議有關的第三者的合約權利或其他權利。為免生疑問，本協議中的任何規定概不影響本協議的任何許可承讓人或受讓人的權利。

本協議的修訂

44. 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通持有人，或按本公司的絕對酌情權決定，在修訂生效前於香港一份中文報章及一份英文報章上刊載以作為通知。本公司備有本協議文本之最新版本，可供自動增值服務賬戶持有人及／或八達通持有人書面索閱。該最新版本亦可於本公司的網站 www.octopus.com.hk 查閱。於本協議的修訂生效後，如八達通持有人繼續使用八達通，將當作自動增值服務賬戶持有人及八達通持有人接受有關修訂處理。

管轄法律及司法管轄權

45. 本協議受香港法律管轄。閣下及八達通卡有限公司不可撤銷地同意香港的法院對解決因本協議、本協議標的事項或構成所產生或與之相關的任何爭議或申索（不論是合約或非合約上的爭議或申索）具有專有管轄權。

八達通卡有限公司
牌照號碼：SVF0001



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.

Octopus Cards Limited
Licence Number: SVF0001