

HANG SENG CREDIT CARD OCTOPUS AUTOMATIC ADD VALUE SERVICE APPLICATION FORM

Application Channels

Please submit the completed application form via one of the following channels:

- Fax the application form to **2787 7022**
- Mail the application form to P.O. Box No. 74147, Kowloon Central Post Office
- Return to Hang Seng Bank Branch

Important Note

This application form shall be used for the application through Hang Seng Bank Limited and Octopus Cards Limited for 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*.

For the purpose of the Octopus Automatic Add Value Agreement "**AAVS Agreement**" and this application form (including the Terms of Application): "**Hang Seng**" means Hang Seng Bank Limited; "**AAVS Account Holder**" means the person specified in Part A of this application form; "**Octopus Holders**" means the AAVS Account Holder if he/she applies for the AAVS (and the Personalised *Octopus*) for himself/herself in Part A of this application form and the person(s) specified in Part B of this application form; and "**AAVS Account**" means the credit card account specified in Part A of this application form or such other credit card account notified to Octopus Cards Limited by Hang Seng from time to time.

Please read the Terms of Application printed on the following page before completing this application form.

To: **Hang Seng/Octopus Cards Limited** (Please fill in ALL the information below)

Please tick the appropriate box

- Existing Hang Seng Credit Card Customers applies for himself/herself (Please fill in Part A)
- Existing Hang Seng Credit Card Customers applies for himself/herself and friends or relatives aged 12 or above (Please fill in Part A & B)

Part A – Application for AAVS by AAVS Account Holder

(who must also be the holder of a Principal Credit Card issued by Hang Seng)

Automatic Add Value Service

(Surname) (Given Name)

Name of AAVS Account Holder: _____
(Same as HKID/Passport)

HKID / Passport* No. (Same as AAVS Account): _____

Date of Birth: _____ Date _____ Month _____ Year Contact Tel. No.: _____

AAVS Account:-

Credit Card Account Numbers: _____

(Applicable to existing Hang Seng Credit Card cardholder only.)

(For the applicant of a Hang Seng Credit Card, the AAVS Account will be the relevant credit card account notified to Octopus Cards Limited by Hang Seng upon approval of the card application at its full discretion.)

Please tick one of the appropriate boxes below:-

- I would like to apply for the AAVS using my *Octopus* with serial no: _____ ()
Please fill in the 8 or 9 digits inscribed on the top right hand corner of your *Octopus*, e.g. 12345678 or 12345678(9) and each automatic add value amount# is
 HK\$500 HK\$250 (If applicant does not tick any of the box, each automatic add value amount will be defaulted as HK\$250.)
- I would like to apply for a Personalised *Octopus* and the AAVS and each automatic add value amount# is
 HK\$500 HK\$250 (If applicant does not tick any of the box, each automatic add value amount will be defaulted as HK\$250.)

Please tick if appropriate:-

- I would like to apply for the AAVS for the Friends/Relatives Applicant(s) in Part B.

I would like to collect the Personalised *Octopus* for me and/or the Applicant(s) at the following Hang Seng Bank branch: _____ Branch (If applicable)

I confirm that I agree: (i) to be bound by the Terms of Application, the AAVS Agreement and the Conditions of Issue of *Octopus* in the use of the AAVS and/or the Personalised *Octopus*; (ii) acknowledge and agree that upon the approval of the Automatic Add Value Service, my personal data provided in this application will be associated with my *Octopus*; (iii) agree that I have read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement; (iv) agreed and authorised Hang Seng to disclose the *Octopus Cards Limited* your personal data set out on the Application form and your data which Hang Seng may have from its other records, and agreed that this authorization shall survive, and continue after, the cancellation of the AAVS or cancellation of the designated *Octopus* or Personalised *Octopus*.

AAVS Account Holder's Signature: _____ Date: _____

Note:

- * Please delete if inappropriate
- # If Applicants who opt for automatic add value amount of HK\$500 want to switch to another bank that only provides the option of automatic add value amount of HK\$250 thereafter, Applicants should either contact Hang Seng to change the automatic add value amount to HK\$250 or call *Octopus Customer Hotline* 2266 2222 to cancel the Hang Seng Credit Card *Octopus AAVS* before switching to another bank. A non-refundable handling fee of HK\$20 will be charged by *Octopus Cards Limited* for transferring the AAVS from one bank to another.
- If the Applicant is aged below 18, the Applicant's parent or guardian shall also countersign for the Applicant.
- This form consists of 11 pages (including AAVS Agreement). All the matters set out on these pages will be binding on you if you sign above.



恒生銀行
HANG SENG BANK



Managing wealth for you, with you.

Member HSBC Group

Name of Applicant in Part A: _____

HKID / Passport* No.: _____

Part B – Application for AAVS by Applicant(s)

(applicable to Friends or Relatives aged 12 or above of AAVS Account Holder)

1st Applicant	2nd Applicant	3rd Applicant
<p>Name: _____ (Surname) (Given Name)</p> <p>_____</p> <p>(Same as HKID/Passport)</p> <p>Please tick one of the appropriate boxes below:-</p> <p><input type="checkbox"/> I would like to apply for the AAVS using my Octopus with serial no:</p> <p>_____ ()</p> <p>Please fill in the 8 or 9 digits inscribed on the top right hand corner of your Octopus, e.g. 12345678 or 12345678(9) and each automatic add value amount* is</p> <p><input type="checkbox"/> HK\$500 <input type="checkbox"/> HK\$250</p> <p>(If applicant does not tick any of the box, each automatic add value amount will be defaulted as HK\$250.)</p> <p><input type="checkbox"/> I would like to apply for a Personalised Octopus and the AAVS and each automatic add value amount* is</p> <p><input type="checkbox"/> HK\$500 <input type="checkbox"/> HK\$250</p> <p>(If applicant does not tick any of the box, each automatic add value amount will be defaulted as HK\$250.)</p>	<p>Name: _____ (Surname) (Given Name)</p> <p>_____</p> <p>(Same as HKID/Passport)</p> <p>Please tick one of the appropriate boxes below:-</p> <p><input type="checkbox"/> I would like to apply for the AAVS using my Octopus with serial no:</p> <p>_____ ()</p> <p>Please fill in the 8 or 9 digits inscribed on the top right hand corner of your Octopus, e.g. 12345678 or 12345678(9) and each automatic add value amount* is</p> <p><input type="checkbox"/> HK\$500 <input type="checkbox"/> HK\$250</p> <p>(If applicant does not tick any of the box, each automatic add value amount will be defaulted as HK\$250.)</p> <p><input type="checkbox"/> I would like to apply for a Personalised Octopus and the AAVS and each automatic add value amount* is</p> <p><input type="checkbox"/> HK\$500 <input type="checkbox"/> HK\$250</p> <p>(If applicant does not tick any of the box, each automatic add value amount will be defaulted as HK\$250.)</p>	<p>Name: _____ (Surname) (Given Name)</p> <p>_____</p> <p>(Same as HKID/Passport)</p> <p>Please tick one of the appropriate boxes below:-</p> <p><input type="checkbox"/> I would like to apply for the AAVS using my Octopus with serial no:</p> <p>_____ ()</p> <p>Please fill in the 8 or 9 digits inscribed on the top right hand corner of your Octopus, e.g. 12345678 or 12345678(9) and each automatic add value amount* is</p> <p><input type="checkbox"/> HK\$500 <input type="checkbox"/> HK\$250</p> <p>(If applicant does not tick any of the box, each automatic add value amount will be defaulted as HK\$250.)</p> <p><input type="checkbox"/> I would like to apply for a Personalised Octopus and the AAVS and each automatic add value amount* is</p> <p><input type="checkbox"/> HK\$500 <input type="checkbox"/> HK\$250</p> <p>(If applicant does not tick any of the box, each automatic add value amount will be defaulted as HK\$250.)</p>
<p>HKID / Passport* No. (please attach copy)</p> <p>_____</p> <p>Date of Birth: ____ Date ____ Month ____ Year</p> <p>Contact Tel. No.: _____</p> <p>Relationship with AAVS Account Holder: _____</p>	<p>HKID / Passport* No. (please attach copy)</p> <p>_____</p> <p>Date of Birth: ____ Date ____ Month ____ Year</p> <p>Contact Tel. No.: _____</p> <p>Relationship with AAVS Account Holder: _____</p>	<p>HKID / Passport* No. (please attach copy)</p> <p>_____</p> <p>Date of Birth: ____ Date ____ Month ____ Year</p> <p>Contact Tel. No.: _____</p> <p>Relationship with AAVS Account Holder: _____</p>

I confirm that I agree: (i) to be bound by the Terms of Application, the AAVS Agreement and the Conditions of Issue of Octopus in the use of the AAVS and/or the Personalised Octopus; (ii) acknowledge and agree that upon the approval of the Automatic Add Value Service, my personal data provided in this application will be associated with my Octopus; (iii) agree that I have read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement; (iv) agreed and authorised Hang Seng to disclose the Octopus Cards Limited your personal data set out on the Application form and your data which Hang Seng may have from its other records, and agreed that this authorization shall survive, and continue after, the cancellation of the AAVS or cancellation of the designated Octopus or Personalised Octopus.

<p>1st Applicant Signature: _____</p> <p>Date: _____</p>	<p>2nd Applicant Signature: _____</p> <p>Date: _____</p>	<p>3rd Applicant Signature: _____</p> <p>Date: _____</p>
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Note:
 * Please delete if inappropriate
 # If Applicants who opt for automatic add value amount of HK\$500 want to switch to another bank that only provides the option of automatic add value amount of HK\$250 thereafter, Applicants should either contact Hang Seng to change the automatic add value amount to HK\$250 or call Octopus Customer Hotline 2266 2222 to cancel the Hang Seng Credit Card Octopus AAVS before switching to another bank. A non-refundable handling fee of HK\$20 will be charged by Octopus Cards Limited for transferring the AAVS from one bank to another.

- If the Applicant is aged below 18, the Applicant's parent or guardian shall also countersign for the Applicant.
- This form consists of 11 pages (including AAVS Agreement). All the matters set out on these pages will be binding on you if you sign above.

Terms of Application

1. Eligibility

- (a) If you are aged 18 or above and the holder of a principal credit card issued by Hang Seng, except for the Private Label Card, Spending Card, Corporate Card, Commercial Card, e-shopping MasterCard, Renminbi Credit Card and USD Visa Gold Card, you may apply for the AAVS for yourself and up to three family members who are aged 12 or above (you and such other persons together are referred to as the "Applicants"). In any Hang Seng Credit Card Octopus Automatic Add Value Service Application ("the Application"), each of the Applicants must either apply for the AAVS with an existing *Octopus* or to apply for the AAVS and a Personalised *Octopus* at the same time.
- (b) You may apply for the AAVS to be linked to an *Octopus* belonging to you, up to a maximum of three *Octopus*. However, each AAVS must be applied through a different financial institution. You can also apply for AAVS to be linked to an *Octopus* belonging to one of your family members, friends or relatives aged 12 or above, up to a maximum of three *Octopus* in aggregate through different financial institutions. Furthermore, each *Octopus* can be linked to only one AAVS.

2. Application for AAVS and Personalised *Octopus*

- (a) If an Applicant has an existing *Octopus* and does not wish to apply for a Personalised *Octopus*, the Applicant should provide the 8- or 9-digit serial number of his/her *Octopus* and other information required during the Application. Once the Application is approved by Octopus Cards Limited, the *Octopus* will be registered under the Applicant's name and linked to the AAVS Account, and the Applicant will be notified of such approval. If the AAVS function is not yet activated, the Applicant is required to activate the function at designated locations.
- (b) If any Applicant would like to apply for a Personalised *Octopus* (other than one with the student status recorded on it), he/she can apply for one by ticking the appropriate box in relevant application form (Not applicable for phone application).
- (c) All registered *Octopus* with the AAVS and Personalised *Octopus* should not be transferred to or used by a person other than the relevant *Octopus* Holders.
- (d) For an Applicant who already has a Personalised *Octopus* with his/her student status recorded on it, the Applicant may apply for the AAVS directly. To apply for a Personalised *Octopus* with a student status, the Applicant should apply for such Personalised *Octopus* through his/her school or the Customer Service Centres of the Service Providers which offer the student status (such as Customer Service Centres of MTR at designated stations).
- (e) Hang Seng/Octopus Cards Limited reserves the right to reject any application for the AAVS and/or Personalised *Octopus* at its sole and absolute discretion.
- (f) All the value added to the designated *Octopus* or Personalised *Octopus* of the *Octopus* Holders by the AAVS will be charged to the AAVS Account.

3. Fees and Charges

- (a) There is no application fee for all first time Applicants for the AAVS. For existing users of the AAVS, there is a non-refundable handling fee of HK\$20 charged for transferring the AAVS from one financial institution to another, or reactivation of the AAVS following suspension or cancellation. Such fee(s) will be charged to the AAVS Account.
- (b) If you are existing users of AAVS and would like to apply for AAVS with a second or third *Octopus* whose AAVS function has never been activated, the fee for such application(s) will be exempted.
- (c) If you are applying for AAVS and a Personalised *Octopus*, the fee associated with obtaining a Personalised *Octopus* is HK\$100 which includes a HK\$50 deposit, HK\$30 initial stored value and HK\$20 administrative fee for the issue of the Personalised *Octopus*. The application cost will be charged to the AAVS Account.
- (d) As the AAVS Account Holder,
 - (i) you shall be liable for all amounts charged under the AAVS provided to the *Octopus* Holders. Without prejudice to the generality of the foregoing, you agree to pay Octopus Cards Limited (a) all costs and fees associated with each application for the AAVS and/or the Personalised *Octopus* and (b) all the value from time to time added to the designated *Octopus* or Personalised *Octopus* of the *Octopus* Holders through the AAVS including without limitation the value added to the designated *Octopus* or Personalised *Octopus* of the *Octopus* Holders pursuant to Clause 5 after the loss report of the same;
 - (ii) you authorise Hang Seng to pay Octopus Cards Limited in accordance with such instruction as it may receive from Octopus Cards Limited from time to time. You promise to reimburse Hang Seng subject to and in accordance with the applicable terms and conditions from time to time in force governing the use of the AAVS Account. You agree that this authorisation is given to secure the *Octopus* Holders' obligations under the AAVS Agreement and the Conditions of Issue of *Octopus* (the "Conditions of Issue") and is therefore irrevocable so that your notice of cancellation of this authorisation shall only be valid and become effective provided that the *Octopus* Holders have disabled the AAVS function of the designated *Octopus* or Personalised *Octopus* and on the date which is 2 working days after Hang Seng has received consent and confirmation from Octopus Cards Limited that Octopus Cards Limited agrees to the cancellation. You also agree that if there is no activity of this authorisation for over 2 years, Hang Seng shall be entitled to cancel this authorisation at any time without notice to you. Any claims, complaints and queries in respect of the payments by Hang Seng pursuant to this authorisation shall be resolved by you with Octopus Cards Limited directly; and
 - (iii) you agree that if the credit card account as defined as the AAVS Account herein is to be changed or converted to another credit card account upon your request for whatever reasons (including loss of credit card or credit card enhancement), the credit card account changed or converted shall automatically, without further notice or reference to you, become the new AAVS Account for the purpose of the Application with effect from the date when Hang Seng has received consent and confirmation from Octopus Cards Limited that Octopus Cards Limited agrees to the change and conversion. Notwithstanding the foregoing, Hang Seng reserves the rights to reject this request for whatever reasons and shall not be required to give any reason therefor.

4. Conditions of Issue of Octopus and AAVS Agreement

- (a) The use of an *Octopus* and the AAVS are subject to the terms of the Conditions of Issue and the AAVS Agreement Octopus Cards Limited publishes (as amended from time to time), and these terms of application ("Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement and these Terms, these Terms shall prevail.
- (b) By submitting the Application and/or activating and using the AAVS, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement are provided to the Applicants together with the Application or provided upon Hang Seng receiving the Application (as the case may be). Copies of the Conditions of Issue can be obtained from Octopus Cards Limited or downloaded from Octopus Cards Limited's website at www.octopus.com.hk.
- (c) Each of the Applicants agrees that as the Conditions of Issue and the AAVS Agreement are the agreements between Octopus Cards Limited and him/her, any dispute arising therefrom shall be resolved between Octopus Cards Limited and him/her. Each of the Applicants also agrees that Hang Seng shall have no obligation or liability in respect thereof or thereunder, howsoever arising.

5. Loss of Octopus

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

6. Return of Personalised Octopus

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

7. Uncollected Personalised Octopus

- (a) Following the approval of the Application for a Personalised Octopus and AAVS, you will be notified how to collect your Personalised Octopus.
- (b) If you do not collect the Personalised Octopus within six months from the notification, Octopus Cards Limited shall destroy your Personalised Octopus, and forfeit the deposit and any remaining value stored in your Personalised Octopus.

8. Personal Data

- (a) If any Applicant fails to provide any information required for the Application, Octopus Cards Limited may not be able to make available the AAVS and/or issue a Personalised Octopus for his/her use.
- (b) By submitting the Application, each of the Applicants agrees that he/she has read, understood and agreed with the Personal Information Protection Statement relating to you in accordance with the Personal Data (Privacy) Ordinance contained in Clauses 33 to 40 of the AAVS Agreement.
- (c) Each of the Applicants acknowledges and agrees that all personal data and Information relating to him/her which are provided by him/her at the request of Hang Seng or collected in the course of dealings between him/her and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such marketing and other purposes and to such persons in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers and other individuals from time to time. Each of the Applicants acknowledges and agrees that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry out credit and other status checks, and (b) to assist them to collect debts. Each of the Applicants also agrees that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to him/her, and provide banker's or credit references in respect of him/her.
- (d) Each of the Applicants authorises Hang Seng to disclose to Octopus Cards Limited his/her personal data submitted for the Application. Each of the Applicants agrees that the authorisation in this clause shall survive, and continue after, the cancellation of the AAVS or cancellation of the designated *Octopus* or Personalised *Octopus*.
- (e) Each of the Applicants authorises Hang Seng to disclose to Octopus Cards Limited his/her personal data which Hang Seng may have from its other records. Without affecting the generality of the foregoing and Clause 8(d), Hang Seng is specifically authorised to disclose his/her date of birth, Hong Kong Identity Card number or passport number, latest telephone and fax number, address, e-mail address and other contact details to Octopus Cards Limited or its agents. Each of the Applicants agrees that the authorisation in this clause shall survive, and continue after, the cancellation of the AAVS or cancellation of the designated *Octopus* or Personalised *Octopus*.

9. English Version Prevails

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

10. Information Provided for the Application

Each of the Applicants declares and confirms that all information in respect of him/her provided for the Application is true, accurate and complete to the best of his/her information, knowledge and belief.



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.

Octopus Cards Limited

Hang Seng Bank Limited (the “Bank”)

Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance (the “Ordinance”)

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, officers and managers of corporate customers or applicants) (collectively “data subjects”) to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws or guidelines issued by regulatory or other authorities.
2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services or comply with any laws or guidelines issued by regulatory or other authorities.
3. It is also the case that data are collected from data subjects in the ordinary course of the continuation of the banking/financial relationship, for example, when data subjects write cheques, deposit money or carry out card transactions.
4. The purposes for which data relating to data subjects may be used are as follows:-
 - (i) the daily operation of the banking/financial services and banking/credit facilities provided to data subjects;
 - (ii) conducting credit checks at the time of application for credit (including mortgage loans) and at the time of regular or special reviews which normally will take place one or more times each year;
 - (iii) creating and maintaining the Bank’s credit scoring models;
 - (iv) assisting other financial institutions to conduct credit checks and collect debts;
 - (v) ensuring ongoing credit worthiness of data subjects;
 - (vi) designing banking/financial services or related products for data subjects’ use;
 - (vii) marketing the following services or products (in respect of which the Bank may or may not be remunerated):
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products; and
 - (c) services and products offered by the Bank’s co-branding partners and entities with whom the Bank provides affinity/co-branded/private label credit card services (“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
 these services or products may be provided and/or marketed by:
 - (a) the Bank and/or any other member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty or privileges programme providers; and/or
 - (d) co-branding partners of the Bank and/or any other member of the HSBC Group;
 - (viii) determining the amount of indebtedness owed to or by data subjects;
 - (ix) the enforcement of data subjects’ obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects’ obligations;
 - (x) meeting the requirements to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (xi) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank’s rights in respect of data subjects to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
 - (xii) exchanging information with merchants accepting credit cards issued by the Bank (each a “merchant”) and co-branding partners;
 - (xiii) verifying data subjects’ identities with any card acquirer of a merchant in connection with any card transactions; and
 - (xiv) purposes relating thereto.
5. Data held by the Bank relating to data subjects will be kept confidential but the Bank may provide such information to the following parties for the purposes set out in paragraph 4:
 - (i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business;
 - (ii) any other person under a duty of confidentiality to the Bank including a member of the HSBC Group 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) credit reference agencies, and, in the event of default, debt collection agencies;
 - (v) any person to whom the Bank is under an obligation to make disclosure under the requirements of any law binding on the Bank or any of its branches or under and for which the purposes of any guidelines issued by regulatory or other authorities with which the Bank or any of its branches are expected to comply;
 - (vi) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank’s rights in respect of data subjects;
 - (vii) any card acquirer of a merchant; and
 - (viii)
 - (a) any member of the HSBC Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty and privileges programme providers;

- (d) co-branding partners of the Bank and/or any other member of the HSBC Group (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
- (e) third party 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 Bank engages for the purposes set out in paragraph 4 (vii).

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

In connection with (iv) above,

- A. of all the data which may be collected or held by the Bank from time to time in connection with mortgages, the following data relating to the data subject (including any updated data of any of the following data) will be provided by the Bank to the credit reference agency:
 - (i) full name;
 - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor);
 - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
 - (iv) date of birth or date of incorporation;
 - (v) correspondence address or registered office 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); and
 - (ix) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject (as borrower, mortgagor or guarantor respectively, whether in sole name or joint names with others) for sharing in the consumer credit database of the credit reference agency by credit providers; and

- B. before the right referred to in (6)(v) below may be exercised, in the event of any default in payment where the amount in default is not fully repaid before the expiry of 60 days as measured by the Bank from the date such default occurred, the data subject is liable to have his account repayment data retained by the credit reference agency at least until the expiry of 5 years from the date of final settlement of the amount in default or 5 years from the date of the data subject's discharge from bankruptcy as notified to the credit reference agency, whichever is earlier. Account repayment data include amount last due, amount of payment made during the last reporting period, 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 material default (if any)).
6. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:-
- (i) to check whether the Bank holds data about him and of access to such data;
 - (ii) to require the Bank to correct any data relating to him which is inaccurate;
 - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (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 an access and correction request to the relevant credit reference agency or debt collection agency; and
 - (v) upon satisfactory termination of the credit by full repayment and on condition that there has been, within 5 years immediately before such termination, no default of payment lasting in excess of 60 days under the credit as determined by the Bank, to instruct the Bank to make a request to the relevant credit reference agency to delete from its database any account data relating to the terminated credit.
7. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
8. 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:-
Data Protection Officer
Hang Seng Bank Limited
83 Des Voeux Road Central
Hong Kong
Fax: (852) 2868 4042
9. The Bank may have obtained credit reports on data subjects from a credit reference agency in considering any application for credit. In the event data subjects wish to access credit reports, the Bank will advise the contact details of the relevant credit reference agency.
10. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Date: July 2011

Hang Seng Bank Limited