



## Bank of Communications Credit Card Octopus Automatic Add Value Service (AAVS) Promotion Program

Cardholder who successfully applies for Octopus Automatic Add Value Service (AAVS) and makes AAVS transactions during the promotional period can enjoy below various benefits:

### Benefit 1: Welcome Offer for AAVS

From now till 31 March 2012, cardholder who successfully applies for AAVS via our credit card **at first time** can enjoy **HK\$20 cash rebates or 5,000 bonus points reward**.

### Benefit 2: Extra Welcome Gift for AAVS Application

From now till 31 March 2012, upon successfully application of AAVS during promotion period, cardholder can entitle an extra fabulous “NICI Cup” (Original Price HK\$59) or “NICI plush toy” (Original Price HK\$199) or “CERRUTI 1881 Ball Pen” (Original Price HK\$200).

Customer Services Hotline: 22 699 699



## Terms and Conditions of Benefit 1 and 2 for Bank of Communications Credit Card Octopus Automatic Add Value Service Promotion Program

1. Bank of Communications Credit Card Octopus Automatic Add Value Service Promotion Program Benefit 1 and 2 (“Promotion Program”) is applicable to principal and supplementary cardholders of Bank of Communications Credit Card issued by Bank of Communications Co., Ltd. Hong Kong Branch (“the Bank”), and such other cardholders as may be designated by the Bank from time to time (“Cardholder”).
2. The Promotion Period of the Promotion Program is valid until 31 March 2012 (based on application and transaction dates of AAVS) and both dates are inclusive (“Promotion Period”).
3. Cardholder can earn HK\$20 cash rebate or 5,000 bonus points **for the first-time** successful application of AAVS via our credit card (based on each Octopus serial number). Cash rebate or bonus point reward will depend on the reward program of the card type. Cash rebate or bonus point will be credited to the principal credit card account within 4 weeks after Cardholder successfully applies for AAVS.
4. Cardholder can be entitled to 1 unit of “NICI Cup” or “NICI plush toy” or “CERRUTI 1881 Ball Pen” for successful application of AAVS via our credit card (based on each Octopus serial number) during the Promotion Period and can only be entitled to the gift once for each Octopus serial number.
5. The gift redemption letter of “NICI Cup” or “NICI plush toy” or “CERRUTI 1881 Ball Pen” will be mailed to principal credit cardholder within 6 weeks after the approval of AAVS application. Principal credit cardholder is required to redeem the gift at the designated merchant outlets. Lost, stolen or damaged gift redemption letter will not be re-issued.
6. If Cardholder cancels his/her AAVS within 6 months upon successful application of AAVS during the Promotion Period, the Bank reserves the right to charge an administrative fee of HK\$100 from the principal cardholder's credit card account without prior notice.
7. Any fraudulent transactions, unauthorized transactions, cancelled and refunded transactions are counted as invalid transactions and will not be eligible for Promotion Program.
8. The eligibility of AAVS transactions will be based on Bank’s recorded transaction date.
9. The cash rebate of Promotion Program cannot be withdrawn as cash and are non-transferable. The cash rebate is valid for credit card spending only and invalid for card payment.
10. The Bank reserves the right to charge each Cardholder an administrative fee of HK\$600 if the Cardholder redeems the gift or get the cash rebate/bonus point rewards to which he/she is not entitled, makes duplicate gift redemption, uses ineligible transactions (as determined by the Bank) to redeem his/her gift or get the cash rebate/bonus point rewards, or commits any fraud or abuse in relation to Promotion Program. The fee will be debited from principal card account.
11. The offer of Promotion Program is applicable only to Cardholder who maintains good credit status and whose principal credit card account is valid at the time of gift redemption and crediting cash rebate/bonus point.
12. The gift of Promotion Program is supplied by the merchant. The Bank accepts no liability for any matters relating to any such products and/or services provided by the merchant. Cardholder should contact the related merchants directly if there is any complaint or argument.
13. There is no application fee for first time Applicants for the AAVS. For existing users of the AAVS, there is a non-refundable handling fee of HK\$20 charged by Octopus Cards Limited for transferring the AAVS from one bank to another, or reactivation of the AAVS following suspension. The cost associated with obtaining a Personalized Octopus is HK\$100 which includes HK\$50 deposit, HK\$30 initial stored value and HK\$20 administrative fee for the issue of the Personalized Octopus. Such fee(s) will be charged to the AAVS credit card account by the Bank.
14. The amount for each AAVS reload will be set as HK\$250 or HK\$500. Each Octopus linked with the AAVS can be reloaded automatically once per day at maximum.
15. The application time for AAVS is around 2 to 3 weeks. The Bank and Octopus Cards Limited reserve the right to approve the application or not.
16. The use of AAVS is required to be bounded by the Terms of Application and Octopus Automatic Add Value Agreement announced by Octopus Cards Limited from time to time.
17. The Bank reserves the right to stop or change Promotion Program without prior notice to Cardholder. In case of any dispute, the decision of the Bank shall be final.
18. In case of discrepancy between the Chinese and English versions of these terms and conditions, the Chinese version shall prevail.



+ Should applicants who opt for auto-reloading HK\$500 per transaction want to switch to another bank that only provides the option of auto-reloading HK\$250 per transaction thereafter, applicants should either change the auto-reloading amount to HK\$250 or cancel the AAVS before switching to another bank. Applicants are required to pay Octopus Cards Limited a non-refundable handling fee.



## BANK OF COMMUNICATIONS CREDIT CARD OCTOPUS AUTOMATIC ADD VALUE SERVICE AND PERSONALISED OCTOPUS APPLICATION FORM

Please read the Introduction and Terms of Application below carefully before filling in this application form. Please return the completed form to the branch or sub-branches of Bank of Communications Co., Ltd. Hong Kong Branch (the "Bank") or by mail to GPO Box 6085 Hong Kong or by fax to 2591 9968 together with HKID card / passport copies of all Applicants in Section B (documents supplied including this application form will not be returned).

### Section A - AAVS Account Holder Information (Principal Cardholder)

Please use BLOCK letters.      ΔPlease delete where inappropriate.

English Name as appeared on HKID Card / Passport: \_\_\_\_\_

Chinese Name as appeared on HKID Card / Passport: \_\_\_\_\_

ΔHong Kong Identity Card / Passport Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ E-mail: \_\_\_\_\_  
(YYYY) (MM) (DD)

Sex:  Male  Female

Contact Telephone Numbers: \_\_\_\_\_  
Home Office Mobile

Bank of Communications Credit Card Number (Applicable for principal cardholder only):

\_\_\_\_\_

I would like to apply for the AAVS using my Octopus (serial number |\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|(|\_|)). My desired amount for every auto-reload transaction is  HK\$500  HK\$250 (If applicant does not check any of the box, the every auto-reload transaction amount will be defaulted as HK\$250.)      OR

I would like to apply for a Personalized Octopus and the AAVS.

My desired amount for every auto-reload transaction is  HK\$500  HK\$250 (If applicant does not check any of the box, the every auto-reload transaction amount will be defaulted as HK\$250.)      OR

I do not wish to apply the AAVS for myself but I would like to apply the AAVS for the Applicant(s) of Section B.

I would like to collect my new Personalized Octopus from the \_\_\_\_\_ branch or sub-branch of Bank of Communications Co., Ltd. Hong Kong Branch.

Gift Selection (Select one type)

NICI Cup       NICI plush toy       CERRUTI 1881 Ball Pen

Remarks: If cardholders didn't select the gift, NICI CUP will be offered.

### Section B - Applications for Octopus Automatic Add Value Service and/or Personalized Octopus

English Name as appeared on HKID Card / Passport: \_\_\_\_\_

Chinese Name as appeared on HKID Card / Passport: \_\_\_\_\_

ΔHong Kong Identity Card / Passport Number: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ E-mail: \_\_\_\_\_  
(YYYY) (MM) (DD)

Sex:  Male  Female





Contact Telephone Numbers: \_\_\_\_\_

Home Office Mobile

I would like to apply for the AAVS using my Octopus (serial number |\_|\_|\_|\_|\_|\_|\_|\_|\_|\_|(|\_|)). My desired amount for every auto-reload transaction is  HK\$500  HK\$250 (If applicant does not check any of the box, the every auto-reload transaction amount will be defaulted as HK\$250.) OR

I would like to apply for a Personalized Octopus and the AAVS. My desired amount for every auto-reload transaction is  HK\$500  HK\$250 (If applicant does not check any of the box, the every auto-reload transaction amount will be defaulted as HK\$250.)

I would like to collect my new Personalized Octopus from the \_\_\_\_\_ branch or sub-branch of Bank of Communications Co., Ltd. Hong Kong Branch.

NICI Cup  NICI plush toy  CERRUTI 1881 Ball Pen

Remarks: If cardholders didn't select the gift, NICI CUP will be offered.

**Declaration by AAVS Account Holder (Applicant(s) of Section A)**

I hereby declare and confirm that all information in respect of me provided in this application form is true, accurate and complete to the best of my information, knowledge and belief. I also confirm that I have read and agree to be bound by the Terms of Application, the AAVS Agreement and the Conditions of Issue (as amended by Octopus Cards Limited from time to time) in the use of the AAVS and the Octopus. I 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. By signing this application form, I 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.

I (limited to Principal Cardholder only) agree the Bank to issue the Personalized Octopus Collection Letter to applicants of Section B of this application form for their collection at the chosen collection point. Nevertheless, Personalized Octopus for applicants aged below 18 must be collected by me.

As the AAVS Account Holder, I also agree to be liable for all fees associated with the application by all the Applicants under this Application Form in respect of the AAVS and/or the Personalized Octopus as set out herein. I authorize the Bank to pay Octopus Cards Limited in accordance with such instructions as it may receive from Octopus Cards Limited from time to time. I promise to reimburse the Bank subject to and in accordance with the Bank of Communications Pacific Credit Card Cardholder Agreement or Bank of Communications CUP Dual Currency Credit Card Cardholder Agreement.

Signature of AAVS Account Holder:

X \_\_\_\_\_ Date: \_\_\_\_\_

Principal Cardholder/Applicant (Same as appears on principal credit card)

**Declaration by the Applicants (Applicant(s) of Section B)**

I hereby declare and confirm that all information in respect of me/us provided in this application form is true, accurate and complete to the best of my/our information, knowledge and belief. I/we also confirm that I agree to be bound by the Terms, the AAVS Agreement and the Conditions of Issue in the use of the AAVS and/or Octopus.

Signature of AAVS Account Holder:

X \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Applicant

(If the Applicant is aged below 18, the Applicant's parent or guardian shall sign for the Applicant.)





## Introduction

1. This application form for the Octopus Automatic Add Value Service and Personalized Octopus shall be used for the application of linking one or more Octopus cards or products (collectively referred to as "Octopus") to the Automatic Add Value Service (the "AAVS"), and for the application of a Personalized Octopus.
2. With the AAVS, a designated amount will be automatically added to your Octopus if the remaining value reaches a zero or negative balance, or when the remaining value plus the maximum negative value is not sufficient to settle the intended payment. The value will in turn be charged automatically against the AAVS Account and listed on the AAVS Account Holder's credit card statement.
3. Each Octopus linked with the AAVS can only be reloaded automatically once per day.

## Terms of Application

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

For the purposes of the Octopus Automatic Add Value Agreement ("AAVS Agreement") and this application form:-

"AAVS Account" means the credit card account specified in Section A of this application or such other credit card account notified to us, Octopus Cards Limited by the Bank or the AAVS Account Holder from time to time;

"AAVS Account Holder" means the person specified in Section A of this application form; and

"Octopus Holder" means any one of the persons specified in Section B of this application form.

### 2. Eligibility

- (a) If you are a Bank of Communications credit card holder aged 18 or above, you may apply for AAVS to be linked to an Octopus belonging to you, up to a maximum of three Octopus. However, each Octopus must be linked to a different financial institution. In addition, you can also apply for AAVS to be linked to an Octopus belonging to your family members, friends or relatives aged over 12 (you and such other persons together are referred to as the "Applicants"), up to a maximum of three Octopus in aggregate.

If an Octopus Holder applies for AAVS with another Octopus, this must be through a different financial institution. Furthermore, each Octopus can be linked to only one AAVS.

- (b) In using this application form, each of the Applicants must either apply for the AAVS with an existing Octopus or to apply for the AAVS and a Personalized Octopus at the same time. All value added to the designated Octopus or Personalized Octopus of the Applicants through the AAVS will be charged to the AAVS Account.

### 3. Application for AAVS and Personalized Octopus

- (a) If an Applicant has an existing Octopus and does not wish to apply for a Personalized Octopus, the Applicant should fill in the 8- or 9-digit serial number of his/her Octopus in this application form and complete the application form as required. Once this application is approved by us, 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 Personalized Octopus (other than one with the student status recorded on it), he/she can apply for one by ticking the appropriate box in this application form.
- (c) All Octopus linked with AAVS and Personalized 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 Personalized Octopus with his/her student status recorded on it, the Applicant may use this application form to apply for the AAVS. To apply for a Personalized Octopus with a student status, the Applicant should apply for such Personalized 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) We reserve the right to reject any application for AAVS and/or Personalized Octopus at our sole and absolute discretion.





#### 4. Fee

- (a) There is no application fee for first-time Applicants for the AAVS. Where an Octopus already has or used to have AAVS linked to it, there is a non-refundable handling fee of HK\$20 charged for transferring the AAVS from one financial institution to another, or reactivation of AAVS following suspension or cancellation. Such fee(s) will be charged to the AAVS Account.
- (b) If you are currently using AAVS on your Octopus and would like to apply for AAVS to be linked to a second or third Octopus whose AAVS function has never been enabled, there will be no fee for such application(s).
- (c) If you are applying for AAVS and a Personalized Octopus, the cost associated with obtaining a Personalized 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 Personalized Octopus. The application cost will be charged to the AAVS Account.
- (d) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS and/or Personalized Octopus by all the Applicants in section B of this application form.

#### 5. Conditions of Issue of Octopus and Octopus Automatic Add Value Agreement

The use of an Octopus and the AAVS are subject to the terms of the Conditions of Issue of Octopus (the "Conditions of Issue") and the AAVS Agreement we publish (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.

By signing this application form, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement are distributed to the Applicants together with this application form. Copies of the Conditions of Issue can be obtained from us or downloaded from our website at [www.octopus.com.hk](http://www.octopus.com.hk).

#### 6. Card Loss

You agree that if you lose your Octopus linked with AAVS or your Personalized Octopus, you shall report such loss to us immediately by calling the 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 6 hours after the loss report, but such liability shall be limited to the daily maximum automatic add value amount as stipulated by us from time to time.

#### 7. Return of Personalized Octopus

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

#### 8. Uncollected Personalized Octopus

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

#### 9. Personal Data

It is necessary for each of the Applicants to provide his/her personal data to us in connection with obtaining the AAVS and the Personalized Octopus. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS or issue a Personalized Octopus for his/her use.

By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement.

#### 10. English Version Prevails

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





## 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](http://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](http://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](mailto: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](http://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