



Octopus Automatic Add Value Service application form for HSBC credit cardholders

Please fill in the form in BLOCK LETTERS and put a "√" in the appropriate boxes. To expedite processing of your application, please fill in the shaded area.

This application form for the Octopus Automatic Add Value Service shall be used to apply to link one or more Octopus cards or products (collectively referred to as "Octopus") to the Automatic Add Value Service (the "AAVS").

Notes to Octopus Automatic Add Value Agreement/Terms of Application

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

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

"AAVS" means automatic add value services of Octopus;

"AAVS Account" means the credit card account specified in the application or that to be assigned by The Hongkong and Shanghai Banking Corporation Limited ("HSBC") to the AAVS Account Holder making the application (including any replacement credit card account thereafter assigned by HSBC), as may be replaced by the AAVS Account Holder from time to time;

"AAVS Account Holder" means the holder of the AAVS Account specified in the application; and

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

2. Eligibility

(a) If you are a HSBC personal Hong Kong dollar primary credit card holder aged 18 or above, you may apply for AAVS to be linked to an Octopus belonging to you. In addition, you can also apply for AAVS to be linked to an Octopus belonging to your relatives or friends aged 12 or above (you and such other persons together are referred to as the "Applicants"). However, each Octopus can be linked to only one AAVS Account.

(b) In using this application form, each of the Applicants must apply for the AAVS with an existing Octopus. All value added to the designated Octopus of the Applicants through the AAVS will be charged to the AAVS Account.

3. Application for AAVS

(a) The Applicant should fill in the number of his/her Octopus in this application form and complete 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. Activation of the AAVS function is only required for first time activation of the AAVS function or reactivation of the AAVS function following suspension.

(b) All registered Octopus with AAVS should not be transferred to or used by a person other than the relevant Octopus Holders.

(c) The maximum automatic add-value amount of each Octopus registered with AAVS is HK\$250 or HK\$500 per day.

(d) Octopus Cards Limited reserves the right to reject any application for AAVS at sole and absolute discretion.

4. Fee

(a) There is no application fee for first time Applicants for the AAVS. Where an Octopus already has or used to have AAVS linked to it, there is a non-refundable handling fee of HK\$20 charged for transferring the AAVS from one financial institution to another, or reactivation of AAVS following suspension or cancellation. Such fee(s) will be charged to the AAVS Account.

(b) If you are currently using AAVS on your Octopus and would like to apply for AAVS to be linked to another Octopus whose AAVS function has never been enabled, there will be no fee for such application(s).

(c) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS by all the Applicants in section B of this application form.

5. Conditions of Issue of Octopus and AAVS Agreement

The use of an Octopus and the AAVS respectively are subject to the terms of the Conditions of Issue of Octopus (the "Conditions of Issue") and the AAVS Agreement issued by Octopus Cards Limited, as amended from time to time, and these terms of application (these "Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement issued by Octopus Cards Limited and these Terms, the Conditions of Issue and the AAVS Agreement shall prevail. By signing this application form, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. 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 the website of Octopus Cards Limited at www.octopuscards.com.hk. The Terms are set out at the end of this application form.

The AAVS Account Holder acknowledges that notwithstanding any provisions in the Credit Card Cardholder Agreement between the AAVS Account Holder and HSBC (the "Credit Card Cardholder Agreement"), HSBC is hereby authorised to debit the AAVS Account Holder all sums properly due from HSBC to Octopus Cards Limited in relation to the AAVS. This acknowledgement and authorisation remain valid even when the credit card of the AAVS Account Holder is lost, stolen, terminated or not activated and to the extent that this authorisation is inconsistent with the terms under the Credit Card Cardholder Agreement governing the credit card of the AAVS Account Holder, this provision shall prevail.

6. Liability in Case of Card Loss

Each Applicant is advised to pay particular attention to his/her potential liability under Clauses 31 and 32 of the AAVS Agreement.

7. Change Bank for AAVS

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.

Section A – AAVS Account Holder Information

I authorise The Hongkong and Shanghai Banking Corporation Limited ("HSBC") to pay Octopus Cards Limited ("OCL") in accordance with such instructions as HSBC may receive from OCL from time to time. I promise to reimburse HSBC subject to and in accordance with the Credit Card Cardholder Agreement and this application form.

English Name on Hong Kong Identity Card / Passport / Other Identification Document:

| | | |
|----------------------|----------------------|----------------------|
| (Surname) | (Given Name) | (Other Name) |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

Gender : Male Female

Date of Birth : _____ D _____ M _____ Y

Identification Document : (Type) (Number)

Contact Telephone Number : _____

HSBC Credit Card Number : _____
(Applicable to existing **Primary** credit cardholder only)

Section B – Applications for Octopus Automatic Add Value Service (AAVS)
1st Applicant – Account Holder
(This sub-section is to be completed by the AAVS Account Holder.)
 I would like to apply for the AAVS using my Octopus

i) (Octopus number _____ ()).

 My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

ii) (Octopus number _____ ()).

 My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

iii) (Octopus number _____ ()).

 My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

OR
 I would like to change the auto-reload amount for my existing Octopus

(Octopus number _____ ()).

 My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

OR
 I do not wish to apply for the AAVS for myself but I would like to do so for the following Applicant(s).
 (Only applicable if you have successfully applied for AAVS for yourself before.)

2nd Applicant

English Name on Hong Kong Identity Card / Passport / Other Identification Document:

| | | |
|-----------|--------------|--------------|
| (Surname) | (Given Name) | (Other Name) |
| _____ | _____ | _____ |

Name in Chinese : _____

 Gender : Male Female

Date of Birth : _____ (Aged 12 or above)

(Type)

(Number)

M

Y

Identification Document : _____

Contact Telephone Number : _____

 I would like to apply for the AAVS using my Octopus

(Octopus number _____ ()).

 My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

OR
 I would like to change the auto-reload amount for my existing Octopus

(Octopus number _____ ()).

 My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

3rd Applicant

English Name on Hong Kong Identity Card / Passport / Other Identification Document:

| | | |
|-----------|--------------|--------------|
| (Surname) | (Given Name) | (Other Name) |
| _____ | _____ | _____ |

Name in Chinese : _____

 Gender : Male Female

Date of Birth : _____ (Aged 12 or above)

(Type)

(Number)

M

Y

Identification Document : _____

Contact Telephone Number : _____

 I would like to apply for the AAVS using my Octopus

(Octopus number _____ ()).

My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

OR

I would like to change the auto-reload amount for my existing Octopus

(Octopus number _____ ()).

My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

4th Applicant

English Name on Hong Kong Identity Card / Passport / Other Identification Document:

(Surname)

(Given Name)

(Other Name)

| | | |
|--|--|--|
| | | |
|--|--|--|

Name in Chinese : _____

Gender : Male Female

Date of Birth : _____ (Aged 12 or above)

(Type)

(Number)

M

Y

Identification Document : _____

Contact Telephone Number : _____

I would like to apply for the AAVS using my Octopus

(Octopus number _____ ()).

My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

OR

I would like to change the auto-reload amount for my existing Octopus

(Octopus number _____ ()).

My desired amount for every auto-reload transaction is (HK\$250 / HK\$500)⁴.

Declaration

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 agree to be bound by the Terms, the AAVS Agreement and the Conditions of Issue in the use of the AAVS and/or the Octopus.

I acknowledge and agree that upon the approval of the AAVS, 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 agree with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement.

As the AAVS Account Holder, I also agree to be liable for all fees associated with the application by all the Applicants in section B in respect of the AAVS as set out herein.

X

Signature of AAVS Account Holder

Date

X

Signature of 2nd Applicant

Date

X

Signature of 3rd Applicant

Date

X

Signature of 4th Applicant

Date

If the Applicant is aged below 18, the Applicant's parent or guardian must sign on the Applicant's behalf.

Note: 1. Please submit this form together with the HSBC credit card application (not applicable to existing credit cardholder). For more information, please call HSBC Personal Banking Hotline (852) 2233 3000. For HSBC Premier customer, you are also welcome to call HSBC Premier Hotline (852) 2233 3322 for enquiries. **2.** For existing credit cardholders, please mail this form to "The Hongkong and Shanghai Banking Corporation Limited, Card Centre, 8/F, Tower 2 & 3, HSBC Centre, 1 Sham Mong Road, Kowloon". **3.** The approval process will take seven working days. **4.** If applicant does not check any of the box, the every auto-reload transaction amount will be defaulted as HK\$250.

Octopus Customer Hotline 2266 2222

Issued by The Hongkong and Shanghai Banking Corporation Limited
>>CPD

Octopus Automatic Add Value Agreement / Terms of Application

Terms of Application

- 1. Conditions of Issue of Octopus and Automatic Add Value Agreement**

The use of an Octopus and the AAVS are subject to the Terms of the Conditions of Issue and the AAVS Agreement published and as amended from time to time by Octopus Cards Limited ("we", "our" or "us"), and these Terms. If there is any inconsistency between the Conditions of Issue, the AAVS Agreement and these Terms, these Terms shall prevail. We and HSBC reserve the right to reject any application for AAVS at our sole discretion. You acknowledge that the Conditions of Issue and AAVS Agreement are agreements between you and us and any dispute which may arise from such agreements is a matter solely between you and us and HSBC shall have no liability or responsibility of whatsoever nature in respect of any failure, omission, breach or default of any obligations provided therein.
- 2. Lost Octopus**

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

As the AAVS Account Holder, you agree that if the AAVS is cancelled or the AAVS Account is replaced by another account, we are authorised, but are not obliged, to revoke the authorisation set out in the application for and on behalf of you.
- 4. Replacement of the AAVS Account**

As the AAVS Account Holder, you hereby authorise HSBC to replace the AAVS Account with your other HSBC credit card account upon you giving a written or verbal request, or upon you cancelling or closing the AAVS Account and taking up a new HSBC credit card that shall automatically act as your new AAVS Account. You agree to be bound by these Terms and HSBC's Credit Card Cardholder Agreement.
- 5. Personal Data**

It is necessary for each of the Applicants to provide his/her personal data to us in connection with obtaining the AAVS. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS for his/her use. Each applicant authorizes the selected AAVS participating financial institution to disclose to OCL his/her personal data submitted in this application and such other personal data including but not limited to contact details which the selected AAVS participating financial institution may possess for processing this application and operating the AAVS. By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement which is enclosed in this application.
- 6. Liability of AAVS Account Holder**

As the AAVS Account Holder, you hereby authorise HSBC to pay (by debiting or charging your HSBC Account) to us in accordance with such instructions as HSBC may receive from us in relation to this application or the AAVS provided pursuant hereto from time to time. You hereby agree that HSBC may make the payment notwithstanding that the AAVS Account may have been terminated or the credit limit may be exceeded by the payment and such payment made by HSBC to us shall be deemed as Charges (as defined in the Major Terms and Conditions of Credit Card Cardholder Agreement applicable to the AAVS Account). Notwithstanding anything contained in the Credit Card Cardholder Agreement which may provide otherwise, you shall keep HSBC fully indemnified against any loss or damage which HSBC may suffer arising from any payment made by it to us in respect of the AAVS.
- 7. Declaration**

You acknowledge that you have read and understood the "Notes to Octopus Automatic Add Value Agreement/Terms of Application" as set out in the application and agree to observe and be bound by them at all times. As the Octopus Holder(s), you understand and agree that HSBC reserves the right not to offer any RewardCash (as defined in the Credit Card Cardholder Agreement) for transactions made under the AAVS. You understand and agree that the approval of this application shall be at the discretion of HSBC and us, and that HSBC and us have the right to terminate the AAVS provided to the Octopus Holder(s) without prior notice. In the event this application form is sent to HSBC by fax, HSBC shall be entitled to treat the faxed copy as true and correct in all respects, and both AAVS Account Holder and Octopus Holder(s) shall be bound by the terms therein.
- 8. Amendment**

Without prejudice to our rights under the AAVS Agreement to amend the same, HSBC may amend any terms and conditions of this application form by giving you, the AAVS Account Holder, not less than 30 days' prior written notice (the "Notice"). Amendment(s) will take effect 30 days after the date of the Notice or such later date as stipulated therein.
- 9. Fee**

As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS by all the Octopus Holder(s) (the Applicants of this application).
- 10. English Version Prevails**

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

Octopus Automatic Add Value Agreement / Terms of Application

Octopus Automatic Add Value Agreement

(For Octopus Automatic Add Value Service linked to bank accounts maintained with, or credit cards issued by Financial Institutions in Hong Kong)



YOUR ATTENTION IS DRAWN TO THE PERSONAL INFORMATION COLLECTION STATEMENT AT CLAUSES 33-40

1. This Agreement is effective from 13 November 2016 and is only applicable to selective *Octopus* that are enabled with Automatic Add Value Service linked to bank accounts maintained with or credit cards issued by Financial Institutions. For Automatic Add Value Service linked to bank accounts maintained with or credit cards issued by other entity(ies), please refer to other applicable agreement(s) as determined by us from time to time.

Introduction

2. This Automatic Add Value Agreement is a contract between you, the user of our Automatic Add Value Service (whether as an *Octopus* Holder or as an AAVS Account Holder), and us, Octopus Cards Limited, the issuer of the *Octopus*, in respect of the use of our Automatic Add Value Service.
3. This Agreement explains our obligations to you and yours to us when applying for and using our Automatic Add Value Service.

Definitions and General Provisions

4. There are a few terms we use in this Agreement that we should explain:
 - "AAVS Account" means the account to which your Automatic Add Value Service is linked, as defined or specified in the relevant Application Form or such other account as notified to us by the Financial Institution or by the AAVS Account Holder from time to time;
 - "AAVS Account Holder" means the holder(s) of the AAVS Account;
 - "Application Form" means an application for the Automatic Add Value Service whether this is (i) an Octopus Automatic Add Value Service Application Form, (ii) a Personalised Octopus Application Form or (iii) any other form containing an application for this service;
 - "Automatic Add Value Service" means the service whereby we or our Service Providers, on our behalf, will automatically add a certain amount of value (as determined by us from time to time) to the Float on the *Octopus* if the Float stored on the *Octopus* has reached a certain minimum level as determined by us from time to time;
 - "Authorised Service Centre" is an entity that we have authorised to service an *Octopus* on our behalf;
 - "Bank Co-Brand *Octopus*" means a card or product issued by a Financial Institution authorised by us with banking and/or payment functionality offered by that issuing Financial Institution incorporating our stored value facility which can be used for making payments via the Octopus payment system and subject to the terms and conditions of the cardholder agreement of that issuing Financial Institution;
 - "Conditions of Issue" means the Conditions of Issue of Octopus published by us as amended from time to time, which can be obtained from us or downloaded from our website at www.octopus.com.hk;
 - "Financial Institution" means an entity governed by the Banking Ordinance (Chapter 155, Laws of Hong Kong) or licensed under the Money Lenders Ordinance (Chapter 163, Laws of Hong Kong) that manages the AAVS Account, usually a bank, a financial services company or an issuer of credit cards;
 - "Float" means the stored value remaining on an *Octopus*, excluding SVF Deposit;
 - "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China;
 - "*Octopus*" means device-based stored value facility cards and products provided by us as described in the Conditions of Issue;
 - "*Octopus* Holder" means a user of an *Octopus* who may be an AAVS Account Holder or who has linked his/her *Octopus* to an AAVS Account in the name of one of his/her family members or friends;
 - "Octopus payment system" means the payment system maintained and operated by us;
 - "Our Account" means any bank account specified by us to the Financial Institution from time to time;
 - "Service Provider" means any transport operators, retailers (including but not limited to, supermarkets, convenience stores, restaurants and fast food shops, food, other consumer goods e.g. medicines & cosmetics, books, newspapers, stationery and gifts, accessories shops, shopping malls, wearing apparel, telecommunications), entertainment/recreation/sports facilities providers, educational establishments, government related entities, building access control providers, unattended services (such as vending machines/ kiosks/photo booths/telephone booths), online and mobile payment platform providers or other parties which offer their services when you present your *Octopus* and are approved by us. These Service Providers should display the Octopus acceptance logo clearly; and
 - "SVF Deposit" means the deposit paid as security for the *Octopus* as described in the Conditions of Issue.
5. In the event that the AAVS Account Holder and the *Octopus* Holder are different persons, the AAVS Account Holder and the *Octopus* Holder shall be jointly and severally liable to us under this Agreement, including, but not limited to, in respect of all value added to the Float on the *Octopus* by the Automatic Add Value Service, unless the *Octopus* Holder is a minor or otherwise does not have full legal capacity, in which case, the parent or guardian of such *Octopus* Holder and the AAVS Account Holder shall be jointly and severally liable to us.
6. The *Octopus* Holder agrees to be bound by the Conditions of Issue and unless stated otherwise, use of defined terms in this Agreement shall have the same meaning in the Conditions of Issue. If there is any conflict between this Agreement and the Conditions of Issue, this Agreement shall prevail.
7. The Chinese translation of this Agreement is provided for reference only. In case of any discrepancy between the English version and the Chinese translation, the English version shall prevail.

Octopus Automatic Add Value Agreement / Terms of Application

Automatic Add Value Service

8. We shall be entitled to charge a fee to the AAVS Account Holder and/or the *Octopus* Holder for application of the Automatic Add Value Services in respect of their *Octopus*. The fee will be determined and announced by us from time to time.
9. The Automatic Add Value Service is available to any *Octopus* Holder over a minimum age which we will announce from time to time. However, in exceptional cases, we reserve the right to reject any application for the Automatic Add Value Service without giving any reason.
10. The *Octopus* Holder must not transfer his/her *Octopus* to another person once the Automatic Add Value Service has been applied for and has not been cancelled in respect of that *Octopus*.
11. Under normal circumstances, we will make reasonable efforts to ensure that the Automatic Add Value Service is operating, but we cannot guarantee that this will always be the case as it depends on the Financial Institutions' and Service Providers' own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control.
12. We reserve the right to cancel or suspend your Automatic Add Value Service without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.
13. We shall be entitled at our sole discretion to limit the amount of value that may be added to the Float on the *Octopus* by the Automatic Add Value Service in any single day or during any period.
14. We shall take reasonable steps to ensure that our records of the transactions relating to the *Octopus* are true and accurate. Our records shall be conclusive evidence of the value added to the Float on the *Octopus* by means of the Automatic Add Value Service and of any amounts due from the AAVS Account Holder and/or the *Octopus* Holder to us except for any manifest error on our part.

Direct Debit

15. For any value added to the Float on the *Octopus* by means of the Automatic Add Value Service, the same amount in Hong Kong dollars shall be due from the AAVS Account Holder and the *Octopus* Holder to us immediately.
16. We shall be entitled to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account the amount of money stated by us to be due from the AAVS Account Holder and the *Octopus* Holder to us at any time, and the AAVS Account Holder shall authorise the Financial Institution to comply with such instructions.
17. We shall not be liable for any fees or charges that the Financial Institution may impose on the AAVS Account Holder and the same shall be borne by the AAVS Account Holder.
18. The AAVS Account Holder and/or the *Octopus* Holder shall ensure that there are always sufficient funds in, or credit facilities available upon, the AAVS Account to enable the Financial Institution to comply with the instructions from us in respect of the AAVS Account.
19. We reserve the right to charge the AAVS Account Holder and/or the *Octopus* Holder a reasonable fee for providing the Automatic Add Value Service.

Dishonoured Instructions

20. If the Financial Institution fails to comply with our instructions in relation to the AAVS Account because there are insufficient funds in, or credit facilities available upon, the AAVS Account, or for any other reason:-
 - (a) the AAVS Account Holder and the *Octopus* Holder shall on demand repay any amount due from the AAVS Account Holder and the *Octopus* Holder to us; and
 - (b) we shall be entitled to charge the AAVS Account Holder and the *Octopus* Holder a reasonable administration fee and to apply the Float on the *Octopus*, if any, in or towards payment of any amount of money due from the AAVS Account Holder and the *Octopus* Holder to us (including the administrative fee).
21. If the Float on the *Octopus* is insufficient to pay the amount of money due from the AAVS Account Holder and/or the *Octopus* Holder to us, we shall be entitled to, in addition to other remedies available, immediately cancel the *Octopus* and the Automatic Add Value Service and forfeit the SVF Deposit, if applicable, without notice to the AAVS Account Holder or the *Octopus* Holder. Once cancellation of the *Octopus* is effected, it cannot be re-activated subsequently.

Cancellation of the Automatic Add Value Service

22. The AAVS Account Holder and/or the *Octopus* Holder (other than a holder of a *Bank Co-Brand Octopus* who should refer to Clause 22A below) may apply for the cancellation of the Automatic Add Value Service by contacting us or the Financial Institution. If accepted, the AAVS Account Holder and/or the *Octopus* Holder will be required to present the affected *Octopus* for disabling the Automatic Add Value Service on the *Octopus* in accordance with our instructions. If the Automatic Add Value Service on the *Octopus* is not disabled according to our instructions, we shall be entitled to immediately cancel the *Octopus* and the Automatic Add Value Service, and forfeit the SVF Deposit, if applicable, without further notice to the AAVS Account Holder or the *Octopus* Holder. Once the cancellation of the *Octopus* is effected, it cannot be re-activated subsequently.
- 22A. If you hold a *Bank Co-Brand Octopus*, subject to the terms of the cardholder agreement between you and the issuing Financial Institution, you or the issuing Financial Institution may request for cancellation of your *Bank Co-Brand Octopus*. Once notified by the issuing Financial Institution, we will cancel the Automatic Add Value Service on the *Bank Co-Brand Octopus*.
23. The AAVS Account Holder and the *Octopus* Holder shall be jointly and severally liable for all amounts due to us through the use of the Automatic Add Value Service on or before the effective cancellation of such Automatic Add Value Service. We shall be entitled, before and/or after the effective cancellation of the Automatic Add Value Service of an *Octopus*, to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS

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Account to Our Account any amount of money due to us as a result of the Automatic Add Value Service transactions carried out before the effective cancellation of such Automatic Add Value Service.

24. We reserve the right to charge the AAVS Account Holder and/or the *Octopus* Holder a reasonable administration fee for the cancellation of the Automatic Add Value Service.

Indemnity

25. The AAVS Account Holder and the *Octopus* Holder shall jointly and severally indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses (including all reasonable legal expenses) which may be taken against us or which we may suffer, sustain or incur (as the case may be) howsoever arising out of or in connection with any instructions given by us to the Financial Institution in respect of the AAVS Account unless the same were caused by any manifest error on our part.

Risks and Liabilities

26. If, except for any manifest error on our part, the Financial Institution transfers from the AAVS Account to Our Account an amount greater than the actual amount due from the AAVS Account Holder and/or the *Octopus* Holder to us, we shall not be liable for any loss or damage arising therefrom. Subject to Clause 41 below, we shall only be liable to refund the amount in excess to the AAVS Account Holder.
27. Subject to Clause 26 above, we shall not be liable for any act, conduct, omission or negligence of the Financial Institution or its employees or agents unless the same is done or omitted to be done in accordance with the specific instructions from us.
28. We shall be entitled to take such action as we think fit for the purpose of enforcing or exercising our rights under this Agreement, and the AAVS Account Holder and the *Octopus* Holder shall be jointly and severally liable to indemnify us in full for all reasonable costs and expenses incurred by us in respect of any such actions including all reasonable legal charges and expenses.
29. We shall be entitled to employ any persons or companies for the purpose of enforcing or exercising our rights under this Agreement and, except in the case of debt collection agencies, shall not be liable or responsible for any act, conduct, omission or negligence of such persons or companies or their employees unless the same is done or omitted to be done in accordance with the specific instructions from us.
30. We shall be entitled to assign or otherwise transfer any debts due to us from the AAVS Account Holder and/or the *Octopus* Holder to any persons or companies ("**Assignees**"), and provided that we comply with all applicable laws, regulations and codes of practice in respect of such assignment(s) in force at the time of the assignment(s), we shall not be liable for actions taken by such Assignees.

Lost *Octopus*

31. All users of the Automatic Add Value Service are provided with the lost *Octopus* service. If the *Octopus* Holder loses the *Octopus* or if the *Octopus* has been stolen, he/she shall notify us immediately except where your *Octopus* is a *Bank Co-Brand Octopus*, you should contact the issuing Financial Institution. We will then cancel and disable the *Octopus* after a specific period of time ("**Notification Period**") following receipt of the loss report. The Notification Period shall be determined and announced by us from time to time. Once cancellation of the *Octopus* is effected, it cannot be reversed. This lost *Octopus* service will protect the AAVS Account Holder and the *Octopus* Holder from the loss of the Float and any value added to the Float through the Automatic Add Value Service on the *Octopus* after the expiry of the Notification Period.
32. If the *Octopus* is cancelled pursuant to Clause 31 above, we will refund to the *Octopus* Holder the SVF Deposit, if applicable, and the Float, if any, on the *Octopus* as recorded in the *Octopus* payment system. In the event that there is a negative Float on your *Octopus*, we shall be entitled to set off such negative Float against the SVF Deposit, and debit any negative Float from the AAVS Account, at the end of the Notification Period. We may charge the AAVS Account Holder and/or the *Octopus* Holder a reasonable fee, which will be determined and announced by us from time to time, for providing this lost *Octopus* service. The fee will be deducted from the refund of the Float on the *Octopus*, if any, or charged to the AAVS Account Holder and/or the *Octopus* Holder, who shall be jointly and severally liable for the payment.

Cancellation of AAVS Account

- 32A. Upon cancellation, termination or expiration of the AAVS Account for any reason, you shall present the affected *Octopus* for disabling the Automatic Add Value Service on that *Octopus* in accordance with our instructions. If you do not do so, we shall cancel and disable all and any *Octopus* (whether or not the *Octopus* belongs to the AAVS Account Holder) linked to the AAVS Account in question. Once cancellation of the *Octopus* is effected, it cannot be re-activated subsequently.

Refund Policy on Cancelled Card

- 32B. Upon cancellation of your *Octopus* under Clauses 12, 21, 22, 22A and/or 32A, we shall be entitled to set off any amount due to us from you and refund any unused Float of your cancelled *Octopus* to you.

Replacement Card & Transfer of AAVS Account

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

Octopus Automatic Add Value Agreement / Terms of Application

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

33. The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from the AAVS Account Holder and/or the *Octopus* Holder from time to time (the "Data"). The Data shall include transactional records (meaning the transaction data which we receive from our Octopus readers and/or from other channels in respect of the use of *Octopus* by the AAVS Account Holder and/or *Octopus* Holder) to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance. This Data is to enable us to provide the Automatic Add Value Service and other related services to the AAVS Account Holder and/or the *Octopus* Holder. Further information is set out in our Privacy Policy located at: www.octopus.com.hk and this Notice is the basis upon which we collect, hold, process and use the Data.
34. If the AAVS Account Holder and/or the *Octopus* Holder does not provide his/her personal data to us, we may be unable to provide the AAVS Account Holder and/or the *Octopus* Holder with the Automatic Add Value Service.
35. **Purpose:** Each of the AAVS Account Holder and the *Octopus* Holder agrees that his / her Data may be used for the following purposes:-
- (a) processing the application for the Automatic Add Value Service;
 - (b) collecting money due from the AAVS Account Holder and/or the *Octopus* Holder, whether from the AAVS Account or otherwise;
 - (c) verifying any information and records relating to the AAVS Account Holder and/or the *Octopus* Holder;
 - (d) management, operation and maintenance of the Octopus payment system, including audit and exercising our rights and the rights of the AAVS Account Holder and/or *Octopus* Holder under the Conditions of Issue and this Agreement;
 - (e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - (f) communication by us to the AAVS Account Holder and/or the *Octopus* Holder;
 - (g) investigation of complaints, suspected suspicious transactions and research for service improvement;
 - (h) prevention or detection of crime; and
 - (i) disclosure as required by law, rules, regulations, codes or guidelines.
36. **Transfer:** Data will be kept confidential by us, but each of the AAVS Account Holder and *Octopus* Holder agrees that for the purpose(s) set out in Clause 35 above, we may transfer or disclose such Data to the following parties within Hong Kong (except that the parties set out in Clauses 36(a) and 36(b) below may be located outside Hong Kong):
- (a) issuers of *Bank Co-Brand Octopus* and Financial Institutions which owe a duty of confidentiality to us and with which the AAVS Account Holder and/or *Octopus* Holder has selected to register;
 - (b) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers or debt collection agencies (in the event of any money due to us by the AAVS Account Holder and/or the *Octopus* Holder), courier, gift redemption centres or data entry companies);
 - (c) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and
 - (d) any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries and/or affiliates are under a binding obligation to satisfy a legally enforceable demand for disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.
37. **Access:** Each of the AAVS Account Holder and the *Octopus* Holder has the right to:
- (a) check whether we hold Data and to have access to that Data;
 - (b) require us to correct any Data which is inaccurate; and
 - (c) ascertain our policies and practices in relation to Data and to be informed of the kind of Data held by us.
38. We reserve the right to charge the AAVS Account Holder and/or *Octopus* Holder a reasonable fee for complying with any request for access to his/her Data.
39. Any Data access request should be made in writing to:
- The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong
Email: dpo@octopus.com.hk
40. Nothing in this Notice shall limit the rights of the AAVS Account Holder and/or *Octopus* Holder under the Ordinance.

Octopus Automatic Add Value Agreement / Terms of Application

Deductions by Mistake

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

Termination

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

Rights of Third Parties

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

Changes to this Agreement

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

Governing Law and Jurisdiction

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

Octopus Cards Limited
Licence Number: SVF0001

Data Privacy Notice

Notice relating to the Personal Data (Privacy) Ordinance

We protect your privacy. Read this notice to find out how we collect, store, use and share your personal data.

1

HOW WE COLLECT AND STORE YOUR DATA

We collect your data

- when you interact with us and use our products and services
- when you visit our websites (see "Privacy and Security" at the bottom of our webpage and refer to "Use of Cookies" section for details of how we use cookies)
- from other people and companies, including other HSBC group companies.

We may store your data locally or overseas, including in the cloud. We apply our global data standards and policies wherever your data is stored.

We're responsible for keeping your data safe in compliance with Hong Kong law.

2

WHAT WE USE YOUR DATA FOR

We use your data

- to send you direct marketing if you've consented to it
- to improve our products, services and marketing
- to help us comply with laws, regulations and requirements, including our internal policies, in or outside Hong Kong
- to detect, investigate and prevent financial crimes
- for the other purposes set out in section B.

3

WHO WE SHARE YOUR DATA WITH

We share your data with

- other HSBC group companies
- third parties who help us to provide services to you or who act for us
- third parties who you consent to us sharing your data with
- local or overseas law enforcement agencies, industry bodies, regulators or authorities
- credit reference agencies (including the operator of centralised database they use)
- the other third parties set out in section C.

We may share your data locally or overseas.

You can access your data

You can request access to the data we store about you. We may charge a fee for this.

You can also ask us to

- correct or update your data
- explain our data policies and practices.

You control your marketing preferences

You control what marketing you receive from us and how you receive it.

You can change this at any time by contacting us or updating your preferences on internet banking.

You can contact us

dfv.enquiry@hsbc.com.hk
The Data Protection Officer
HSBC, PO Box 72677,
Kowloon Central Post Office,
Hong Kong

A

Collect and store

We may collect

- biometric data such as your voice ID, thumb print and facial recognition data
- your geographic data and location data based on your mobile or other electronic device
- data from people who act for you or who you deal with through our services
- data from public sources, credit reference, debt collection and fraud prevention agencies, and other aggregators.

If you don't give us data then we may be unable to provide products or services.

We may also generate data about you

- by combining information that we and other HSBC group companies have collected about you
- based on the analysis of your interactions with us
- through the use of cookies and similar technology when you access our website or apps.

B

Use

We use your data to

- provide products and services to you including conducting credit checks
- provide personalised advertising to you on third party websites (this may involve us aggregating your data with data of others)
- help us to comply with requirements or requests that we or the HSBC group have or receive such as legal or regulatory in or outside Hong Kong. Sometimes we may have to comply and other times we may choose to voluntarily comply
- manage our business, including exercising our legal rights
- other uses relating to the above or to which you have consented.

If you provide data about others

If you provide data to us about another person, you should tell that person how we will collect, use and share their data as explained in this notice.

C

Share

We share your data with

- local or overseas bodies or authorities such as legal, regulatory, law enforcement, government and tax and any partnerships between law enforcement and the financial sector
- any person who you hold a joint account with, people who can give instructions for you and anyone who is giving (or may give) security for your loans
- any third party who we may transfer our business or assets to so it can evaluate our business and use your data after any transfer
- partners and providers of reward, co-branding or loyalty programs, charities or non-profit organisations
- social media advertising partners (who can check if you hold an account with us and send our adverts to you and advertise to people who have a similar profile to you)
- third party service providers engaged by you using our application programming interfaces for the purposes notified to you by us or such third party service providers and/or as consented to by you, in accordance with your instructions to us or third party service providers you engaged.

We may share your anonymised data with other parties not listed above. If we do this, you won't be identifiable from this data.

D

Direct Marketing

This is when we use your data to send you details about financial, insurance or related products, services and offers provided by us or our co-branding, rewards or loyalty programme partners or charities.

We may use data such as your demographics, the products and services that you're interested in, transaction behaviour, portfolio information, location data, social media data, analytics and information from third parties when we market to you.

We don't give your data to others for them to market their products and services to you. If we ever wanted to do this, we'd get your separate consent.

E

Your Credit Information

If you apply for, have, or have had, a loan including a home loan

We'll perform credit checks on you which may involve us providing your loan data to credit reference agencies (CRAs) (including the operator of any centralised database used by CRAs), and in the event of default, to debt collection agencies. The CRAs will add this data to their database and any centralised database used by them, which is available to other credit providers to help them assess whether to provide you with credit. The CRAs will keep your data. You can request that we ask the CRAs to delete it once you've fully repaid your loan. They will only do this if:

- none of your payments were more than 60 days overdue in the 5 years before you fully repaid your loan. If they were, the CRAs will keep your data for 5 years from the date you fully paid that missed payment.

- you're not declared bankrupt with an amount under your loan being written off. If you are, the CRAs will delete that record after 5 years from the date you're discharged from bankruptcy (you must tell them when this happens) or 5 years from the date you fully repay the overdue loan amount.

If you have a home loan, we'll ask for your consent to share previous home loan data with CRAs.

This notice will apply for as long as we store your data. We'll send you the latest version at least once a year. If we use your data for a new purpose, we'll get your consent.

資料私隱通知

關於個人資料（私隱）條例的通知

我們致力保護您的私隱。請閱讀此通知，了解我們如何收集、儲存、使用及披露您的個人資料。

1

我們如何收集及儲存您的資料

我們收集您資料的途徑包括

- 您與我們互動及使用我們的產品和服務
- 當您瀏覽我們網站（可參閱我們網頁最下方「私隱與保安」的「使用 Cookies」部分，了解我們如何使用「cookies」的詳情）
- 其他人士及公司（包括其他滙豐集團旗下公司）。

我們可能將您的資料儲存於本地或海外，包括雲端。無論您的資料儲存於何處，均受我們的環球資料標準及政策約束。

我們有責任根據香港法律保護您的資料安全。

2

我們如何使用您的資料

我們將您的資料用於

- 經您同意後向您發送直接促銷資料
- 改進我們產品、服務及市場推廣活動
- 幫助我們遵守香港或其以外的國家或地區的法律、法規和要求，包括我們的內部政策
- 偵測、調查及預防金融罪案
- B 部分所列的其他目的。

3

我們與誰披露您的資料

我們與下列人士披露您的資料

- 其他滙豐集團旗下公司
- 幫助我們向您提供服務或代表我們行事的第三方
- 您同意我們與之披露您資料的第三方
- 本地或海外執法機構、行業組織、監管機構或權力機關
- 信貸資料服務機構（包括信貸資料服務機構使用的中央資料庫之經營者）
- C 部分所列的其他第三方。

我們可能在本地或海外披露您的資料。

您可查閱自己的資料

您可要求查閱我們所儲存有關您的資料。我們可能就此向您收取費用。

您可要求我們

- 改正或更新您的資料
- 說明我們的資料政策及慣例。

您可控制自己的市場推廣偏好

您可控制收取市場推廣資料的類型，以及收取方式。

您可隨時聯絡我們對此作出更改，或透過網上理財更新有關偏好。

您可聯絡我們

dfv.enquiry@hsbc.com.hk

資料保護主任

香港上海滙豐銀行有限公司

香港九龍中央郵政局

郵政信箱 72677 號

A

收集及儲存

我們或會

- 收集生物辨識資料，例如您的語音認證、指紋及面部識別資料
- 基於您的流動或其他電子裝置收集您的地域及位置資料
- 從代表您的人士或您透過我們服務與之往來的人士收集資料
- 從公開渠道、信貸資料服務機構、債務催收及防範詐騙機構以及其他資料整合機構收集資料。

若您不向我們提供資料，我們可能無法提供產品或服務。

我們亦可能透過以下途徑衍生有關您的資料

- 整合我們及其他滙豐集團旗下公司收集的有關您的資料
- 分析您與我們的互動
- 於您瀏覽我們網站或應用程式時使用 cookies 或類似技術。

B

使用

我們將您的資料用於

- 為您提供產品及服務，包括進行信用檢查
- 於第三方網站上為您提供個人化廣告（這可能涉及我們將您與他人的資料進行整合）
- 幫助我們遵守包括香港或其以外的地區或國家的法律或監管機構對我們或滙豐集團現有或所收到的相關監管規定或要求。這些監管規定或要求可能是我們必須遵從或選擇自願遵從的
- 管理我們業務，包括行使我們的法律權利
- 與上述用途相關或經您同意的其他用途。

若您提供他人的資料

若您向我們提供有關其他人士的資料，您應按本通知所述，告知該人士我們將如何收集、使用和披露其資料。

C

披露

我們與下列人士披露您的資料

- 本地或海外法律、監管、執法、政府和稅務等機構或權力機關，以及執法機構與金融業界之間的任何合作夥伴
- 與您持有聯名戶口的任何人士、可代表您作出指示的人士以及為您的貸款提供（或可能提供）擔保的任何人士
- 我們可能轉讓業務或資產的任何第三方，以便其評估我們的業務及在轉讓後使用您的資料
- 獎賞、合作品牌或忠誠計劃的合作夥伴及供應商，以及慈善或非牟利機構
- 社交媒體廣告合作夥伴（可查看您是否擁有我們戶口，並向您及與您個人資料相似的人士發送我們的廣告）
- 您使用之第三方服務供應商（根據您向我們或您使用之第三方服務供應商所發出的指示，使用我們的應用程式介面），以作我們或該第三方服務供應商通知您的用途及/或您同意的用途。

我們可能與上文並未列出的其他人士披露您的匿名資料。在此情況下，有關資料將無法識別出您的身分。

D

直接促銷

指我們使用您的資料向您發送我們或我們的合作品牌、獎賞或忠誠計劃合作夥伴或慈善機構提供的金融、保險或相關產品、服務和優惠詳情。

向您進行市場推廣時，我們或會使用您的資料，例如人口統計資料、您感興趣的產品及服務、交易行為、投資組合資料、位置資料、社交媒體資料、分析和來自第三方的資料。

我們不會向他人提供您的資料，以供其向您推廣產品及服務。如有此意，我們會另行徵求您的同意。

E

您的信貸資料

若您申請、擁有或曾有貸款（包括房屋貸款）

我們會對您進行信用檢查，這可能涉及我們向信貸資料服務機構（包括信貸資料服務機構使用的任何中央資料庫之經營者），及在您違約的情況下，向債務催收機構提供您的貸款資料。信貸資料服務機構會將此類資料添加到其資料庫及其使用的任何中央資料庫，可供其他信貸提供者查閱，幫助評估是否向您提供信貸。

信貸資料服務機構將保存您的資料。您可在全數清還貸款後，指示我們要求信貸資料服務機構刪除有關資料。信貸資料服務機構僅會在下列情況下刪除您的資料：

- 您並無在全數清還貸款日之前的五年內，有任何逾期 60 日或以上之欠賬。若有，信貸資料服務機構會從欠賬全數清還日起計，將您的資料保留五年。

- 您未曾宣告破產並撤銷名下的貸款金額。若有，信貸資料服務機構將於您解除破產之日起計五年屆滿後（您須在解除時通知信貸資料服務機構），或您全數還清欠賬之日起計五年屆滿後，刪除您的相關紀錄。

若您擁有房屋貸款，我們將徵求您的同意，以與信貸資料服務機構披露之前您的房屋貸款資料。

本通知於我們儲存您的資料期間適用。我們亦會每年向您提供此通知的最新版本。若我們將您的資料用於新用途，則會徵求您的同意。