中國工商銀行(亞洲)
ICBC (Asia)

Application Form for ICBC Credit Card Octopus Automatic Add Value Service and Personalised *Octopus*

ICBC Credit Card "Octopus Automatic Add-Value Service"(AAVS) is applicable to Principal Cardmember (exclude for Corporate Card).

Terms of Application

Introduction – This application form can apply Octopus Automatic Add-Value Service for one or more Octopus card(s)/ product(s) (collectively known as Octopus) or Personalised Octopus Card.

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 Industrial and Commercial Bank of China (Asia) Limited ("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 ICBC credit cardmember 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 Personalised *Octopus* at the same time. All value added to the designated *Octopus* or Personalised *Octopus* of the Applicants through the AAVS will be charged to the AAVS Account.

3. Application for AAVS and Personalised *Octopus*

(a) If an Applicant has an existing *Octopus* and does not wish to apply for a Personalised *Octopus*, the Applicant should 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 *Octopus* Cards Ltd., the *Octopus* will be registered under the Applicant's name and linked to the AAVS Account, and the Applicant will be notified of such approval. If the AAVS function is not yet activated, the Applicant is required to activate the function at designated locations.

(b) If any Applicant would like to apply for a Personalised *Octopus* (other than one with the student status recorded on it), he/she can apply for one by ticking the appropriate box in this application form.

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

(d) For an Applicant who already has a Personalised *Octopus* with his/her student status recorded on it, the Applicant may use this application form to apply for the AAVS. To apply for a Personalised *Octopus* with a student status, the Applicant should apply for such Personalised *Octopus* through his/her school or the Customer Service Centres of the Service Providers which offer the student status (such as Customer Service Centres of MTR at designated stations).

(e) We reserve the right to reject any application for AAVS and/or Personalised *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 Personalised *Octopus*, the cost associated with obtaining a Personalised *Octopus* is HK$100 which includes a HK$50 deposit, HK$30 initial stored value and HK$20 administrative fee for the issue of the Personalised *Octopus*. The application cost will be charged to the AAVS Account.

(d) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS and/or Personalised *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.octopuscards.com.hk).

6. Card Loss

You agree that if you lose your *Octopus* linked with AAVS or your Personalised *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. Each Octopus can be automatically reload maximum once a day.

7. 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 declaration section of this application form for and on behalf of you.

8. Return of Personalised *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 Personalised *Octopus* to us.

9. Uncollected Personalised *Octopus*

(a) Following the approval of your application for a Personalised *Octopus* and AAVS, you will be notified how to collect your Personalised *Octopus*.

(b) If you do not collect the Personalised *Octopus* within six months from the notification, we shall destroy your Personalised *Octopus*, and forfeit the deposit and any remaining value stored in your Personalised *Octopus*.

10. 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 Personalised *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 Personalised *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.

11. English Version Prevails

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

Please complete in English BLOCK letters and put a " ✔ " against the appropriate box. For speedy processing, please complete Section A.

SECTION A - AAVS Account Holder Information

English Name as appeared on your HKID Card / Passport

Chinese Name

*Hong Kong Identity Card / Passport Number

Title ☐ Male ☐ Female

Date of Birth ☐☐ DD ☐☐ MM ☐☐☐☐ YY

Contact Telephone Numbers

(Home) (Office) (Mobile)

ICBC Credit Card Number (Applicable for existing credit cardmember only)

☐☐☐☐ — ☐☐☐☐ — ☐☐☐☐ — ☐☐☐☐

SECTION B - Applications for Octopus Automatic Add Value Service and/or Personalised *Octopus*

1st Applicant – the AAVS 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*
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 Personalised *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 would like to apply the AAVS for the following Applicant(s).

2nd Applicant (Applicant must be aged 12 or above)

English Name as appeared on your HKID Card / Passport

Chinese Name *Hong Kong Identity Card / Passport Number

Title ☐ Male ☐ Female

Date of Birth ☐☐ DD ☐☐ MM ☐☐☐☐ YY

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 Personalised *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.)

3rd Applicant (Applicant must be aged 12 or above)

English Name as appeared on your HKID Card / Passport

Chinese Name *Hong Kong Identity Card / Passport Number

Title ☐ Male ☐ Female

Date of Birth ☐☐ DD ☐☐ MM ☐☐☐☐ YY

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 Personalised *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.)

* Please delete where inappropriate.
** If you world like to apply for others, please copy it by your own and send the fully completed forms back together.

Collection Point of Personalised *Octopus*

All new Personalised *Octopus* are to be collected by the AAVS Account Holder from the Industrial and Commercial Bank of China (Asia) Ltd ("The Bank") branch. The Bank will notify the AAVS Account Holder by mail when the Personalised *Octopus* are ready to be collected. Please select collection branch and put a " ✔ " on the appropriate box.

BRANCH NAME

Hong Kong
- ☐ 310 West Point
- ☐ 303 Sheung Wan
- ☐ 401 Central
- ☐ 301 Queen's Road Central
- ☐ 404 Caine Road
- ☐ 312 Wanchai
- ☐ 329 Wan Chai Road
- ☐ 304 Happy Valley
- ☐ 421 Hennessy Road
- ☐ 321 Causeway Bay
- ☐ 306 Electric Road
- ☐ 313 City Garden
- ☐ 406 North Point
- ☐ 413 Quarry Bay
- ☐ 318 Shau Kei Wan

Kowloon
- ☐ 307 Mok Chong Street
- ☐ 415 Oi Man
- ☐ 330 Hung Hom
- ☐ 302 Tsim Sha Tsui East
- ☐ 402 Tsim Sha Tsui
- ☐ 423 Jordan
- ☐ 305 Yaumatei
- ☐ 422 Mongkok
- ☐ 322 Prince Edward
- ☐ 308 Shamshuipo
- ☐ 414 Lai Chi Kok
- ☐ 328 Mei Foo
- ☐ 410 San Po Kong
- ☐ 317 Hong Ning Road
- ☐ 417 Kwun Tong
- ☐ 326 Tseung Kwan O

New Territories
- ☐ 327 Kwai Fong
- ☐ 325 Kwai Chung
- ☐ 411 Sha Tsui Road
- ☐ 416 Tsuen Wan Castle Peak Road
- ☐ 424 Shatin
- ☐ 320 Tai Po
- ☐ 420 Tai Wo
- ☐ 418 Yuen Long
- ☐ 319 Tuen Mun
- ☐ 419 Tai Hing

Industrial and Commercial Bank of China (Asia) Limited
Customer Service Hotline 218 95588

Declaration by AAVS Account Holder

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*.

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 and/or the Personalised *Octopus* as set out herein. I authorise Industrial and Commercial Bank of China (Asia) Limited 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 Industrial and Commercial Bank of China (Asia) ("Bank") subject to and in accordance with the ICBC Credit Card Cardholder Agreement.

X
Signature of AAVS Account Holder (1st applicant)
(same as appears on ICBC Credit Card)

Date

PROGRAM CODE : A9P71666

CRE - 0084 / 0711 / 228 (eF) (1/2)

Declaration by the Applicants

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 *Octopus*.

X _____ _____

Signature of 2nd Applicant Date

X _____ _____

Signature of 3rd Applicant Date

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

For Important Notes:

1) Please enclose HKID / passport copy for all Applicant(s) in Section B.
2) Cancellation of credit card linked with AAVS no matter by the Cardmember himself / herself or by the Bank may result in cancellation of related AAVS at the same time.
3) The Bank may at any time and at its own discretion, to terminate the AAVS linked with the credit card without prior notice. The Bank will not be liable to the malfunction of the related *Octopus* card arising from such termination.

Octopus Automatic Add Value Agreement

Octopus Automatic Add Value Agreement

1. This Agreement is effective from 1 September, 2006.

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 used 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;

"Conditions of Issue" means the Conditions of Issue of *Octopus* published by us as amended from time to time;

"Deposit" means the deposit paid as security for the *Octopus* as described in the Conditions of Issue;

"Financial Institution" means the company that manages the AAVS Account, usually a bank or credit card company;

"*Octopus*" means an Octopus card or product issued or to be issued by us in accordance with 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 Providers" means organisations participating in the Octopus Payment System whose goods and services may be paid for through the *Octopus*; 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.
6. The *Octopus* Holder agrees to be bound by 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 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 minimize 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 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 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 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 the *Octopus* Holder to us, we shall be entitled to 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.

Cancellation of the Automatic Add Value Service

22. The AAVS Account Holder and the *Octopus* Holder may apply for the cancellation of the Automatic Add Value Service by contacting us or the Financial Institution. We will then instruct the AAVS Account Holder and the *Octopus* Holder to present their *Octopus* to any of the designated Authorised Service Centres for the disabling of the Automatic Add Value Service on the *Octopus*. The cancellation will be effective upon the *Octopus* being disabled at the designated Authorised Service Centre.
23. The AAVS Account Holder and the *Octopus* Holder shall be 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 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 agree to indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and 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 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 excess amount 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 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 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. We will then cancel and disable the Octopus after a specific period of time ("Notification Period") following our 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 at the end of the Notification Period. We may charge 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 payable by the *Octopus* Holder.

Personal Data

Notice relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

33. It is necessary for each of the AAVS Account Holder and the *Octopus* Holder to provide his/her personal data to us from time to time in connection with obtaining or continuing to use the Automatic Add Value Service.
34. If the AAVS Account Holder and/or the *Octopus* Holder is unable or unwilling to provide such correct data, we may be unable to provide the AAVS Account Holder/and or the *Octopus* Holder with the Automatic Add Value Service.
35. Each of the AAVS Account Holder and the *Octopus* Holder agrees that his / her personal data provided to us relating to the application for and the use of the Automatic Add Value Service 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 the *Octopus* Holder, whether from the AAVS Account or otherwise;
    (c) verifying any financial, credit and other information and records relating to the AAVS Account Holder and the *Octopus* Holder;
    (d) enforcing and exercising our rights under this Agreement;
    (e) the normal management, operation and maintenance of the Octopus Payment System, including audit;
    (f) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) for customers' use;
    (g) marketing of goods and/or services by us, our subsidiaries, our affiliates or any of our selected business partners. We, our subsidiaries, our affiliates or any of our selected business partners may need to carry out matching procedure (as defined in the Ordinance) to enable us to better understand characteristics of the AAVS Account Holder and/or the *Octopus* Holder, and to provide other services better tailored to their needs (such as offering special birthday promotions to them), to assist us in selecting goods and services that are likely to be of interest to the AAVS Account Holder and/or the *Octopus* Holder and to establish whether they already have a relationship with our selected business partners;
    (h) communication by us to the AAVS Account Holder and/or the *Octopus* Holder;
    (i) investigation of complaints, suspected suspicious transactions and research for service improvement;
    (j) prevention or detection of crime;
    (k) disclosure as required by law;
    (l) as a source of information and data for transport and other services in general; and
    (m) other related purposes.
36. Data held by us relating to the AAVS Account Holder/*Octopus* Holder is kept confidential by us, but each of the AAVS Account Holder and *Octopus* Holder agrees that for the purposes set out in Clause 35 above, we may transfer or disclose such information to the following parties (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong"):
    (a) any relevant Service Providers under a duty of confidentiality to us;
    (b) any agent, contractor or third party service provider (under a duty of confidentiality to us) who provides administrative, telecommunications, computer, payment, data processing or other services in connection with the operation of our business (such as debt collection agencies or credit reference agencies);
    (c) any other person under a duty of confidentiality to us including our subsidiaries, affiliates or business partners; and
    (d) any person to whom we, our subsidiaries, affiliates or business partners in (c) above, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation, including those of countries outside of Hong Kong for data transferred to those countries, but such disclosure will only be made under proper authority.
37. Each of the AAVS Account Holder and the *Octopus* Holder has the right to:
    (a) check whether we hold data about the AAVS Account Holder/*Octopus* Holder and to have access to that data;
    (b) require us to correct any data relating to the AAVS Account Holder/*Octopus* Holder which is inaccurate;
    (c) ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and
    (d) request us not to use the personal data of the AAVS Account Holder/*Octopus* Holder for direct marketing purposes, which we will cease to do at no cost to the AAVS Account Holder/*Octopus* Holder.
38. We reserve the right to charge the AAVS Account Holder/*Octopus* Holder a reasonable fee for processing any request for access to his/her personal data.
39. Any request for access to data or correction of data or for information regarding our policies and practices and kinds of data held by us should be made in writing addressed to:

    The Data Protection Officer,
    Octopus Cards Limited,
    PO Box 38170,
    Hing Fat Street Post Office,
    Hong Kong.

    If you do not want to receive marketing materials from us in the future, you may write to us at the above address or call Octopus Customer Hotline on 2266 2222.
40. Nothing in this Notice shall limit the rights of the AAVS Account Holder/*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 Clause 12, 21 or 22 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, at least 30 days before such amendment is to take effect. We shall provide the AAVS Account Holder and the *Octopus* Holder with a copy of the latest version of this Agreement upon request. The latest version of this Agreement will also be available on our website. 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 Customer Hotline : 2266 2222 **Octopus Cards Limited**

FOR BANK USE ONLY

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APP	DCL	RMK

BRANCH / DEPT : ____

STAFF CODE : S ____

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