

Dah Sing / MEVAS Credit Card Application Form for the Octopus Automatic Add Value Service

Fax No. 2598 1836

Introduction

This application form for the Octopus Automatic Add Value Service 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").

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 Dah Sing / MEVAS 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 Dah Sing / MEVAS 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.

3. Application for AAVS

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

(c) 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.

(d) 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) 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.

7. Cancellation of AAVS

As the AAVS account holder, you agree that the AAVS is cancelled or the AAVS Account is replaced by another account, we are authorised, but are not obliged, to receive the authorisation set out in the declaration section of this application form for and on behalf of you.

8. 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.

9. English Version Prevails

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

Section A – AAVS Account Holder Information

Name (Chinese) _____

Name (English) _____

(Surname) (Given Names)

Hong Kong Identity Card/Passport Number _____ (Please attach copy)

Date of Birth _____ (dd) (mm) (yyyy) Sex Male Female

Contact Telephone Numbers (Home) _____ (Office) _____

(Mobile) _____

(Applicable for existing credit cardholder only)

Dah Sing/MEVAS Credit Card Number _____

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 change for the AAVS reloading amount for my existing Octopus (serial number _____ (____)____) *. My desired amount for every auto-reload transaction is HK\$500 HK\$250

OR

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

* Serial number is shown on the top right corner of the back of Octopus

2nd Applicant

Name (Chinese) _____

Name (English) _____

(Surname) (Given Names)

Hong Kong Identity Card/Passport Number _____ (Please attach copy)

Date of Birth _____ (dd) (mm) (yyyy) Sex Male Female

Contact Telephone Numbers (Home) _____ (Office) _____

(Mobile) _____

Email _____

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 change for the AAVS reloading amount for my existing Octopus (serial number _____ (____)____) *. My desired amount for every auto-reload transaction is HK\$500 HK\$250

* Serial number is shown on the top right corner of the back of Octopus

3rd Applicant

Name (Chinese) _____

Name (English) _____

(Surname) (Given Names)

Hong Kong Identity Card/Passport Number _____ (Please attach copy)

Date of Birth _____ (dd) (mm) (yyyy) Sex Male Female

Contact Telephone Numbers (Home) _____ (Office) _____

(Mobile) _____

Email _____

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 change for the AAVS reloading amount for my existing Octopus (serial number _____ (____)____) *. My desired amount for every auto-reload transaction is HK\$500 HK\$250

* Serial number is shown on the top right corner of the back of Octopus

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 except where your *Octopus* is a Bank Issued *Octopus*, you should contact the issuing bank or financial services company. 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 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 (this "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:-
- processing the application for the Automatic Add Value Service;
 - collecting money due from the AAVS Account Holder and the *Octopus* Holder, whether from the AAVS Account or otherwise;
 - verifying any financial, credit and other information and records relating to the AAVS Account Holder and the *Octopus* Holder;
 - enforcing and exercising our rights under this Agreement;
 - the normal management, operation and maintenance of the *Octopus* Payment System, including audit;
 - 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;
 - 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;
 - communication by us to the AAVS Account Holder and/or the *Octopus* Holder;
 - investigation of complaints, suspected suspicious transactions and research for service improvement;
 - prevention or detection of crime;
 - disclosure as required by law;
 - as a source of information and data for transport and other services in general; and
 - 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")):

- any relevant Service Providers under a duty of confidentiality to us;
 - 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);
 - any other person under a duty of confidentiality to us including our subsidiaries, affiliates or business partners; and
 - 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:
- check whether we hold data about the AAVS Account Holder/*Octopus* Holder and to have access to that data;
 - require us to correct any data relating to the AAVS Account Holder/*Octopus* Holder which is inaccurate;
 - ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and
 - 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:-
- 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
 - 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:-
 - we failed to exercise reasonable skill and care in respect of any such debit; or
 - 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 or 22A 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