

## Terms of Application

### 1. Eligibility

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

### 2. Application for AAVS

- (a) The Applicant should provide the Octopus number of his/her Octopus and other information required during the Application. Once the Application is approved by Hang Seng and Octopus Cards Limited, the Octopus will be registered under the Applicant's name and linked to the AAVS Account, and the Applicant will be notified of such approval. If the AAVS function is not yet activated, the Applicant is required to bring along the activation letter, original copy of the Personal Identification and the Octopus to any MTR Customer Service Centre to activate the function. 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 Octopus linked with the AAVS is not transferable and should not be used by any person other than the registered Octopus Holders.
- (c) For an Applicant who already has a Personalised Octopus with his/her student status recorded on it, the Applicant may apply for the AAVS directly. To apply for a Personalised Octopus with a student status, the Applicant should apply for such Personalised Octopus through his/her school or the Customer Service Centres of the Service Providers which offer the student status (such as Customer Service Centres of MTR at designated stations).
- (d) Hang Seng and Octopus Cards Limited reserves the right to reject any application for the AAVS at its sole and absolute discretion.
- (e) All the value added to the designated Octopus of the Octopus Holders by the AAVS will be charged to the AAVS Account.

### 3. Fees and Charges

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

- (b) If you are existing users of AAVS and would like to apply for AAVS with a second or third Octopus whose AAVS function has never been activated, the fee for such application(s) will be exempted.

### (c) As the AAVS Account Holder,

- (i) you shall be liable for all amounts charged under the AAVS provided to the Octopus Holders. Without prejudice to the generality of the foregoing, you agree to pay Octopus Cards Limited (a) all costs and fees associated with each application for the AAVS and (b) all the value from time to time added to the designated Octopus of the Octopus Holders through the AAVS including without limitation the value added to the designated Octopus of the Octopus Holders pursuant to Clause 5 after the loss report of the same;

- (ii) you authorise Hang Seng to pay Octopus Cards Limited in accordance with such instruction as it may receive from Octopus Cards Limited from time to time. You promise to reimburse Hang Seng subject to and in accordance with the applicable terms and conditions from time to time in force governing the use of the AAVS Account. You agree that this authorisation is given to secure the Octopus Holders' obligations under the AAVS Agreement and the Conditions of Issue of Octopus (the "Conditions of Issue") and is therefore irrevocable so that your notice of cancellation of this authorisation shall only be valid and become effective provided that the Octopus Holders have disabled the AAVS function of the designated Octopus and on the date which is 2 working days after Hang Seng has received consent and confirmation from Octopus Cards Limited that Octopus Cards Limited agrees to the cancellation. You also agree that if there is no activity of this authorisation for over 2 years, Hang Seng shall be entitled to cancel this authorisation at any time without notice to you. Any claims, complaints and queries in respect of the payments by Hang Seng pursuant to this authorisation shall be resolved by you with Octopus Cards Limited directly; and

- (iii) you agree that if the credit card account as defined as the AAVS Account herein is to be changed or converted to another credit card account upon your request for whatever reasons (including loss of credit card or credit card enhancement), the credit card account changed or converted shall automatically, without further notice or reference to you, become the new AAVS Account for the purpose of the Application with effect from the date when Hang Seng has received consent and confirmation from Octopus Cards Limited that Octopus Cards Limited agrees to the change and conversion. Notwithstanding the foregoing, Hang Seng reserves the rights to reject this request for whatever reasons and shall not be required to give any reason therefor.

### 4. Conditions of Issue of Octopus and AAVS Agreement

- (a) The use of an Octopus and the AAVS respectively are subject to the terms of the Conditions of Issue of Octopus (the "Condition of Issue") and the AAVS Agreement issued by Octopus Cards Limited, 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 issued by Octopus Cards Limited and these Terms of Application, the Conditions of Issue and the AAVS Agreement shall prevail.

- (b) By signing the 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 provided to the Applicants together with the application form or provided upon Hang Seng receiving the application form (as the case may be). Copies of the Conditions of Issue can be obtained from Octopus Cards Limited or downloaded from Octopus Cards Limited's website at [www.octopus.com.hk](http://www.octopus.com.hk).

- (c) Each of the Applicants agrees that as the Conditions of Issue and the AAVS Agreement are the agreements between Octopus Cards Limited and him/her, any dispute arising therefrom shall be resolved between Octopus Cards Limited and him/her. Each of the Applicants also agrees that Hang Seng shall have no obligation or liability in respect thereof or thereunder, howsoever arising.

### 5. 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 lost report.

### 6. Personal Data

- (a) If any Applicant fails to provide any information required for the Application, Octopus Cards Limited may not be able to make available the AAVS for his/her use.

- (b) By signing the application form, each of the Applicants agrees that he/she has read, understood and agreed with the Personal Information Protection Statement relating to you in accordance with the Personal Data (Privacy) Ordinance contained in Clauses 33 to 40 of the AAVS Agreement.

- (c) Each of the Applicants acknowledges and agrees that all personal data and information relating to him/her which are provided by him/her at the request of Hang Seng or collected in the course of dealings between him/her and Hang Seng (the "Data") may be held, used, processed and disclosed by Hang Seng for such purposes and to such persons in accordance with Hang Seng's policies on use and disclosure of personal data as set out in statements, circulars, notices or terms and conditions made available by Hang Seng to customers and other individuals from time to time. Each of the Applicants acknowledges and

agrees that the Data may be disclosed to, or held, used and processed by any debt collection agency, credit reference agency or similar service provider for the purpose of verifying such Data or enabling them to provide such Data to other institutions: (a) in order that they may carry our credit and other status checks, and (b) to assist them to collect debts. Each of the Applicants also agrees that Hang Seng may transfer the Data outside the Hong Kong Special Administrative Region, conduct matching procedures (as defined in the Personal Data (Privacy) Ordinance) using the Data and such other personal data and information relating to him/her, and provide banker's or credit references in respect of him/her.

(d) Each of the Applicants authorises Hang Seng to disclose to Octopus Cards Limited his/her personal data submitted for the Application. Each of the Applicants agrees that the authorisation in this clause shall survive, and continue after, the cancellation of the AAVS or cancellation of the designated *Octopus*.

(e) Each of the Applicants authorises Hang Seng to disclose to Octopus Cards Limited his/her personal data which Hang Seng may have from its other records for processing the Application and operating the AAVS. Without affecting the generality of the foregoing and Clause 6(d), Hang Seng is specifically authorised to disclose his/her date of birth, Hong Kong Identity Card number or passport number, latest telephone and fax number, address, e-mail address and other contact details to Octopus Cards Limited or its agents. Each of the Applicants agrees that the authorisation in this clause shall survive, and continue after, the cancellation of the AAVS or cancellation of the designated *Octopus*.

#### 7. Cancellation of the AAVS

Notwithstanding any provisions in the Conditions of Issue and the AAVS Agreement issued by Octopus Cards Limited, for cancelling the Octopus AAVS, the AAVS Account Holder and/or the *Octopus* Holder have to apply for cancellation of the AAVS by contacting Octopus Cards Limited.

#### 8. English Version Prevails

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

#### 9. Information Provided for the Application

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

#### 10. Others

(a) No person other than the Applicants and Hang Seng (which includes its successors and assigns) will have any right under the Contracts (Right of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms.

(b) These Terms are governed by and will be construed in accordance with the laws of the Hong Kong Special Administrative Region.

(c) These Terms are subject to prevailing regulatory requirements.



## 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](http://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.

### 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

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*.

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

33. The Ordinance governs the collection, holding, processing and use of your personal data and other information that we may collect from the AAVS Account Holder and/or the *Octopus* Holder from time to time (the "Data"). The Data shall include transactional records (meaning the transaction data which we receive from our Octopus readers and/or from other channels in respect of the use of *Octopus* by the AAVS Account Holder and/or *Octopus* Holder) to the extent that those transactional records are "personal data" under section 2(1) of the Ordinance. This Data is to enable us to provide the Automatic Add Value Service and other related services to the AAVS Account Holder and/or the *Octopus* Holder. Further information is set out in our Privacy Policy located at: [www.octopus.com.hk](http://www.octopus.com.hk) and this Notice is the basis upon which we collect, hold, process and use the Data.

34. If the AAVS Account Holder and/or the *Octopus* Holder does not provide his/her personal data to us, we may be unable to provide the AAVS Account Holder and/or the *Octopus* Holder with the Automatic Add Value Service.

35. **Purpose:** Each of the AAVS Account Holder and the *Octopus* Holder agrees that his/her Data may be used for the following purposes:-

- (a) processing the application for the Automatic Add Value Service;
- (b) collecting money due from the AAVS Account Holder and/or the *Octopus* Holder, whether from the AAVS Account or otherwise;
- (c) verifying any information and records relating to the AAVS Account Holder and/or the *Octopus* Holder;
- (d) management, operation and maintenance of the Octopus payment system, including audit and exercising our rights and the rights of the AAVS Account Holder and/or *Octopus* Holder under the Conditions of Issue and this Agreement;
- (e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
- (f) communication by us to the AAVS Account Holder and/or the *Octopus* Holder;
- (g) investigation of complaints, suspected suspicious transactions and research for service improvement;
- (h) prevention or detection of crime; and
- (i) disclosure as required by law, rules, regulations, codes or guidelines.

36. **Transfer:** Data will be kept confidential by us, but each of the AAVS Account Holder and *Octopus* Holder agrees that for the purpose(s) set out in Clause 35 above, we may transfer or disclose such Data to the following parties within 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](mailto:dpo@octopus.com.hk)

40. Nothing in this Notice shall limit the rights of the AAVS Account Holder and/or *Octopus* Holder under the Ordinance.

### **Deductions by Mistake**

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

### **Termination**

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

### **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](http://www.octopus.com.hk). If the *Octopus* Holder uses the *Octopus* after any amendment to this Agreement shall have taken effect, that amendment shall be deemed to have been accepted by the AAVS Account Holder and the *Octopus* Holder.

### **Governing Law 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 Customer Service Hotline: 2266 2222**

This version takes effect from 13 November 2016

### **Octopus Cards Limited**

**Licence Number: SVF0001**

**Hang Seng Bank Limited (the "Bank")**  
**\* Notice to Customers and Other**  
**Individuals relating to the Personal**  
**Data (Privacy) Ordinance (the**  
**"Ordinance")**

1. From time to time, it is necessary for customers and various other individuals (including without limitation applicants for banking/financial services and banking/credit facilities, sureties and persons providing security or guarantee for banking/credit facilities, shareholders, directors, controlling persons, officers and managers of a corporate customer or applicant, partners or members of a partnership, beneficial owner, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of a customer, or any other persons with whom a customer has a relationship that is relevant to the customer's relationship with the Bank) (collectively "data subjects") to supply the Bank with data in connection with various matters such as the opening or continuation of accounts and the establishment or continuation of banking/credit facilities or provision of related banking/financial services or compliance with any laws, guidelines or requests issued by regulatory or other authorities.
  2. Failure to supply such data may result in the Bank being unable to approve the opening of or continue accounts or establish or continue banking/credit facilities or provide related banking/financial services.
  3. It is also the case that data are collected from (i) data subjects in the ordinary course of the continuation of the banking/financial relationship (for example, when data subjects write cheques, deposit money or apply for credit), (ii) a person acting on behalf of the data subjects whose data are provided, (iii) data subjects' use of the Bank's websites and apps, including in accordance with the Bank's Privacy Policy (<https://www.hangseng.com/en-hk/resources/important-message/#privacy>) and (iv) other sources (for example, information obtained from credit reference agencies). Data may also be generated or combined with other information available to the Bank or any member of the HSBC Group ("**HSBC Group**") means HSBC Holdings plc, its affiliates, subsidiaries, associated entities and any of their branches and offices (together or individually) and "**member of the HSBC Group**" has the same meaning).
  4. The purposes for which data may be used are as follows:
    - (i) considering applications for products and services and the daily operation of the banking/financial products, services and banking/credit facilities provided to data subjects;
    - (ii) conducting credit checks at the time of application for credit and at the time of regular or special reviews which normally will take place one or more times each year;
    - (iii) creating and maintaining the Bank's credit scoring models;
    - (iv) assisting other financial institutions to conduct credit checks and collect debts;
    - (v) ensuring ongoing credit worthiness of data subjects;
    - (vi) designing banking/financial services or related products for data subjects' use;
    - (vii) analysing how data subjects access and use the Bank's services including services available on the Bank's websites and apps from time to time;
    - (viii) advertising and marketing services, products and other subjects (including in connection with direct marketing as detailed in paragraph 7 below);
- (ix) determining the amount of indebtedness owed to or by data subjects;
  - (x) the enforcement of data subjects' obligations, including without limitation the collection of amounts outstanding from data subjects and those providing security or guarantee for data subjects' obligations;
  - (xi) meeting obligations, requirements or arrangements, whether compulsory or voluntary, of the Bank or any of its branches or any member of the HSBC Group to comply with, or in connection with:
    - (a) any law, regulation, judgment, court order, voluntary code, sanctions regime, within or outside the Hong Kong Special Administrative Region ("**Hong Kong**") existing currently and in the future ("**Laws**") (e.g. the Inland Revenue Ordinance and its provisions including those concerning automatic exchange of financial account information);
    - (b) any guidelines, guidance or requests given or issued by any legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers within or outside Hong Kong existing currently and in the future and any international guidance, internal policies or procedures (e.g. guidelines or guidance given or issued by the Inland Revenue Department including those concerning automatic exchange of financial account information);
    - (c) any present or future contractual or other commitment with local or foreign legal, regulatory, judicial, administrative, public or law enforcement body, or governmental, tax, revenue, monetary, securities or futures exchange, court, central bank or other authorities, or self-regulatory or industry bodies or associations of financial service providers or any of their agents with jurisdiction over all or any part of the HSBC Group (together the "**Authorities**" and each an "**Authority**") that is assumed by, imposed on or applicable to the Bank or any of its branches or any member of the HSBC Group; or
    - (d) any agreement or treaty between Authorities;
  - (xii) complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within the HSBC Group and/or any other use of data and information in accordance with any programmes for compliance with sanctions or prevention or detection of money laundering, terrorist financing or other unlawful activities;
  - (xiii) conducting any action to meet obligations of the Bank or any member of the HSBC Group to comply with Laws or international guidance or regulatory requests relating to or in connection with the detection, investigation and prevention of money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions and/or any acts or attempts to circumvent or violate any Laws relating to these matters;
  - (xiv) meeting any obligations of the Bank or any member of the HSBC Group to comply with any demand or request from the Authorities;
  - (xv) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the data subject to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation;
  - (xvi) exchanging information with merchants accepting credit cards issued by the Bank (each a "merchant") and co-branding partners;
  - (xvii) verifying data subjects' identities with any card acquirer of a merchant in connection with any card transactions; and
  - (xviii) purposes relating thereto.
5. Data held by the Bank or a member of the HSBC Group relating to a data subject will be kept confidential but the Bank or a member of the HSBC Group may provide such information to the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph 4 above:
    - (i) any agents, contractors, sub-contractors, service providers or associates of the HSBC Group (including their employees, directors, officers, agents, contractors, service providers, and professional advisers);
    - (ii) any third party service provider who provides administrative, telecommunications, computer, payment, debt collection or securities clearing or other services to the Bank in connection with the operation of its business (including their employees, directors and officers);
    - (iii) any Authorities;
    - (iv) any person under a duty of confidentiality to the Bank including a member of the HSBC Group which has undertaken to keep such information confidential;
    - (v) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
    - (vi) any persons acting on behalf of an individual whose data are provided, payment recipients, beneficiaries, account nominees, intermediary, correspondent and agent banks, clearing houses, clearing or settlement systems, market counterparties, upstream withholding agents, swap or trade repositories, stock exchanges, companies in which the customer has an interest in securities (where such securities are held by the Bank or any member of the HSBC Group) or a person making any payment into the customer's account;
    - (vii) credit reference agencies (including the operator of any centralized database used by credit reference agencies), and, in the event of default, to debt collection agencies;
    - (viii) any person to whom the Bank or any of its branches or any member of the HSBC Group is under an obligation or required or expected to make disclosure for the purposes set out in, or in connection with, paragraph 4 (x), 4 (xi) or 4 (xii);
    - (ix) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's rights in respect of the data subject;
    - (x) any card acquirer of a merchant; and
    - (xi)
      - (a) any member of the HSBC Group;
      - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
      - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
      - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be);

- (e) charitable or non-profit making organisations; and
- (f) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centres, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4 (vii) above.

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

6. With respect to data in connection with mortgages applied by a data subject (whether as a borrower, mortgagor or guarantor and whether in the data subject's sole name or in joint names with others) on or after 1 April 2011, the following data relating to the data subject (including any updated data of any of the following data from time to time) may be provided by the Bank, on its own behalf and/or as agent, to credit reference agencies:
- (i) full name;
  - (ii) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the data subject's sole name or in joint names with others);
  - (iii) Hong Kong Identity Card Number or travel document number or certificate of incorporation number;
  - (iv) date of birth or date of incorporation;
  - (v) correspondence address or registered office address;
  - (vi) mortgage account number in respect of each mortgage;
  - (vii) type of the facility in respect of each mortgage;
  - (viii) mortgage account status in respect of each mortgage (e.g. active, closed, write-off (other than due to a bankruptcy order), write-off due to a bankruptcy order); and
  - (ix) if any, mortgage account closed date in respect of each mortgage.

Credit reference agencies will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the data subject with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the data subject's sole name or in joint names with others, for sharing in the consumer credit database of the credit reference agency by credit providers (subject to the requirements of the Code of Practice on Consumer Credit Data approved and issued under the Ordinance).

#### 7. USE OF DATA IN DIRECT MARKETING

Where a data subject has given consent for the Bank to do so, the Bank may use the data subject's data to provide the data subject with direct marketing. In this connection, please note that:

- (i) the Bank may use the following categories of data for its direct marketing purposes:
  - (a) the name, contact details, products and services portfolio information, transaction pattern and behaviour, transaction location, financial background and demographic data of a data subject held by the Bank from time to time; and
  - (b) information relating to the data subject's use of the Bank's websites, mobile apps from time to time, whether through cookies or otherwise;
- (ii) the following classes of services, products and subjects may be marketed:
  - (a) financial, insurance, credit card, banking and related services and products;

- (b) reward, loyalty or privileges programmes and related services and products;
  - (c) services and products offered by co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (d) donations and contributions for charitable and/or non-profit making purposes;
- (iii) the above services, products and subjects may be provided or (in the case of donations and contributions) solicited by the Bank and/or:
- (a) any member of the HSBC Group;
  - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
  - (c) third party reward, loyalty, co-branding or privileges programme providers or merchants;
  - (d) co-branding partners of the Bank and/or any member of the HSBC Group (the names of such co-branding partners can be found in the application form(s) for the relevant services and products, as the case may be); and
  - (e) charitable or non-profit making organisations;
- (iv) in addition to marketing the above services, products and subjects itself, the Bank also intends to provide the data described in paragraph 7 (i) above to other members of the Hang Seng Bank Group for use by them in marketing those services, products and subjects, and the Bank requires the data subject's written consent (which includes an indication of no objection) for that purpose.

**If a data subject does not wish the Bank to use or provide his data to other members of the Hang Seng Bank Group for use in direct marketing as described above, the data subject may exercise his opt-out right by notifying the Bank.**

8. Under and in accordance with the terms of the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any data subject has the right:
- (i) to check whether the Bank holds data about him and of access to such data;
  - (ii) to require the Bank to correct any data relating to him which is inaccurate;
  - (iii) to ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
  - (iv) to be informed on request which items of data are routinely disclosed to credit reference agencies or debt collection agencies, and be provided with further information to enable the making of an access and correction request to the relevant credit reference agency or debt collection agency; and
  - (v) in relation to any account data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, to instruct the Bank, upon termination of the account by full repayment, to make a request to the credit reference agency to delete such account data from its database, as long as the

instruction is given within five years of termination and at no time was there any default of payment in relation to the account, lasting in excess of 60 days within five years immediately before account termination. Account repayment data include amount last due, amount of payment made during the last reporting period (being a period not exceeding 31 days immediately preceding the last contribution of account data by the Bank to the credit reference agency), remaining available credit or outstanding balance and default data (being amount past due and number of days past due, date of settlement of amount past due, and date of final settlement of amount in default lasting in excess of 60 days (if any)).

9. In the event of any default of payment relating to an account, unless the amount in default is fully repaid or written off (other than due to a bankruptcy order) before the expiry of 60 days from the date such default occurred, the account repayment data (as defined in paragraph 8 (v) above) may be retained by credit reference agencies until the expiry of five years from the date of final settlement of the amount in default.
10. In the event any amount in an account is written-off due to a bankruptcy order being made against a data subject, the account repayment data (as defined in paragraph 8 (v) above) may be retained by credit reference agencies, regardless of whether the account repayment data reveal any default of payment lasting in excess of 60 days, until the expiry of five years from the date of final settlement of the amount in default or the expiry of five years from the date of discharge from a bankruptcy as notified by the data subject with evidence to the credit reference agency(ies), whichever is earlier.
11. In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
12. The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed is as follows:
- Data Protection Officer  
Hang Seng Bank Limited  
83 Des Voeux Road Central  
Hong Kong  
Fax: (852) 2868 4042
13. The Bank may have obtained credit report(s) on the data subject from a credit reference agency(ies) in considering any application for credit. In the event the data subject wishes to access the credit report(s), the Bank will advise the contact details of the relevant credit reference agency(ies).
14. Nothing in this Notice shall limit the rights of data subjects under the Ordinance.

Effective Date: 15 June 2014 (Updated in March 2022)

\* Applicable to customers and individuals who have established a relationship with the Bank on or after 16 June 2014, or otherwise consented to this version of Notice. If you have established a relationship with the Bank before 16 June 2014 and have not consented to this version of Notice, please refer to: [https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice\\_e\\_2013.pdf](https://www.hangseng.com/content/dam/hase/config/bde/pws/common/pdfs/notice_e_2013.pdf)

Note: In case of discrepancies between the English and Chinese version, the English version shall apply and prevail.