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|---|----------------------|
| For Internal Use | DS Code: |
| <input type="checkbox"/> PO <input type="checkbox"/> EM <input type="checkbox"/> AT <input type="checkbox"/> ST | Venue Code: |
| <input type="checkbox"/> FD <input type="checkbox"/> IM <input type="checkbox"/> CA | P. Time: Any / _____ |

PrimeCredit EarnMORE Visa Card Application Form 安信EarnMORE Visa卡申請表格

Please put a "✓" in the appropriate boxes below and fill in with **BLOCK LETTERS** 請於適當方格內加「✓」號並以英文正楷填寫下列各項

Card Type 信用卡類別

- EarnMORE Visa Classic Card
EarnMORE Visa普通卡
(Annual income required: HK\$60,000 or for Full-time University / Tertiary Student 年薪須達HK\$60,000或為全日制大學 / 大專學生)
- EarnMORE Visa Platinum Card
EarnMORE Visa白金卡
(Annual income required: HK\$150,000 年薪須達 HK\$150,000)

Notes 註：

- Applicant must be a Hong Kong Resident aged 18 or above.
信用卡申請人須為年滿18歲之香港居民。
- Full-time University / Tertiary Student applicant must be a full-time student of the University / Tertiary Institution designated by PrimeCredit, please refer to www.primecredit.com for related Institutions.
全日制大學 / 大專學生之申請人須就讀於安信指定之香港全日制大學/大專院校，有關指定之院校請瀏覽www.primecredit.com。
- Any application not meeting the Platinum Card requirement will be considered as Classic Card application. The approval of Credit Card is subject to the final decision of PrimeCredit.
若信用卡申請人之白金卡申請未能符合白金卡之要求，則自動當作普通卡申請處理。信用卡之批核須視乎安信之最終決定。
- No Welcome Offer for EarnMORE Visa Card application from 1 January 2019 to 31 December 2019.
EarnMORE Visa卡申請於2019年1月1日至2019年12月31日期間不予提供迎新優惠。

Personal Data 個人資料

Mr 先生 Ms 女士

Family Name 姓 _____ Given Name 名 _____

Chinese Name 中文姓名: _____ Date of Birth 出生日期: _____
D 日 D 月 M 年 Y

Hong Kong Identity Card No. 香港身份證號碼: _____ () Place of Birth 出生地點: _____

Nationality 國籍: Chinese (Hong Kong) 中國香港 Others 其他 _____

Marital Status 婚姻狀況 (Optional 可選填): Single 未婚 Married 已婚 Divorced 離婚 Others 其他 No. of Dependents 供養人數: _____

Education Level 教育程度: Primary School 小學 Secondary 中學 Vocational/ Technical Institute 職業訓練/工業學院 Tertiary/University 大專/大學 Others 其他

Residential Address 住宅地址 (P.O. Box is not accepted 恕不接納郵政信箱):
Flat/Room 室 _____ Floor 層 _____ Block 座 _____ Building/Estate 大廈/屋邨 _____

No. and Name of Street 街道號數及名稱 _____ District 地區 _____
 HK 香港 KLN 九龍 NT 新界 Years There 已居住年數: _____ YR(S) 年 _____ MTH(S) 月

Home Tel. No. 住宅電話號碼: _____ Mobile Phone / Pager No. 手提電話/傳呼機號碼: _____

Self-owned 自置物業 Mortgaged 按揭物業 Rented 租賃 Company Quarters 公司宿舍 Property Owned by Relatives 親屬物業 Public Housing 公屋 Others 其他

Monthly Mortgage Instalment / Rental Payment (HK\$) _____ 元 Applicant's Personal Burdens Amount _____ %
每月按揭供款/租金 (港幣): 個人負擔百分比:

Billing Address 賬單寄發地址: Residential 住宅 Office 公司

Email Address 電子郵件地址: _____

Octopus Automatic Add Value Services 「八達通自動增值」服務

I would like to apply the AAVS for my existing Octopus:
本人欲為持有之八達通申請自動增值服務：

Octopus number 八達通號碼： ()

My desired amount for every auto-reload transaction* is 每次自動增值金額*： HK\$150 / HK\$250 / HK\$500

* Customers who do not specify a choice of auto-reload amount will automatically be assigned to HK\$250.
若未有選擇自動增值金額，安信將代為選擇 HK\$250。

Occupation 職業

【Full-time University / Tertiary Student applicant is only required to fill in this section 全日制大學/大專學生之申請人只須填寫此欄】

University / Tertiary Institution 就讀院校： Expected Year of graduation 預計畢業年份：

Company Name 公司名稱：

Office Address 公司地址：

Flat/Room 室 Floor 層 Block 座 Building/Estate 大廈名稱

HK 香港 KLN 九龍 NT 新界
No. and Name of Street 街道號數及名稱 District 地區

Office Tel. No. 公司電話號碼： - Position 職位：
(Mobile Phone and Pager No. are not accepted 恕不接納手提電話及傳呼機號碼)

Self-employed 自僱人士 Nature of Business 業務性質：

Business Establishment Date 業務成立日期： Year (年) Month (月) Years of Service 在職年期： YR(S) 年 MTH(S) 月 Years in Current Profession 任職此行業年期： YR(S) 年 MTH(S) 月
(For self-employed only 只適用於自僱人士) (Optional 可選填)

Monthly Income (HK\$) 每月入息 (港幣)： 元 Monthly Others Income (HK\$) 每月其他入息 (港幣)： 元

Preferred Language 通訊語言

Chinese 中文 English 英文

Relationship with PrimeCredit 與安信關係

If you are related to or a spouse[#] of PrimeCredit's directors, employees with lending authority or any of the above-mentioned types of person is acting as your guarantor, please put a "✓" in the box below and state his / her details.
如申請人與安信任何董事或有批核貸款權僱員有關連或為其配偶[#]，或前述人士現正作為閣下的擔保人，請於下列方格內填上「✓」號，並填寫該人士的資料。

[#] Ex-spouse is included. 包括前配偶在內。

Yes 是 Name 姓名： Relationship 關係：

Opt-out from use of personal data in direct marketing 拒絕個人資料用於直接促銷

Please tick "✓" the relevant box(es) below if you do not consent PrimeCredit to use your data for direct marketing as set out in the PrimeCredit's "Notice to customers and other individuals relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data", through any of the following channel(s):
如申請人不同意安信透過以下任何途徑將閣下之資料用於安信「關於《個人資料(私隱)條例》及《個人信貸資料實務守則》致客戶及其他個別人士的通知」中載列之直接促銷，請於下列相關方格內填上「✓」號：

Email 電郵 Mobile Message 流動訊息 Mail 郵寄 Phone 電話

所需文件

為方便儘速辦理閣下之申請，請附交下列各類文件副本：

- 香港居民身份證[^]
- 入息證明* — 最近2個月之薪金戶口證明 / 月結單；及
— 薪俸稅單；或 最近2個月之糧單；或
僱主諮詢信；或 強積金供款單（需顯示申請人之薪金 / 供款額）
- 現居住地址證明，例如最近3個月內發出之水電煤賬單或銀行月結單
- 印有閣下轉賬戶口號 碼及姓名之銀行月結單 / 存摺（申請自動轉賬適用）
- 有效學生證之正及背面（全日制大學/大專學生適用）

[^] 如非香港永久居民或國籍非中國香港，請同時附上有效護照副本。

* 如未能附上入息證明，只須附交項目1、3及4。現有安信信用卡客戶之申請人毋須提交任何文件，如有資料更改，請提交最近之文件以更新紀錄。我們將不會退還本申請表及任何附交之文件，而安信亦可能需要閣下提供額外文件以作批核。

申請辦法



2269 8822



2269 8833

EarnMORE Visa卡現金回贈計劃條款及細則

- EarnMORE Visa卡現金回贈計劃適用於有效之安信 EarnMORE Visa 普通卡及 EarnMORE Visa 白金卡（「安信信用卡」）之客戶。
- 客戶憑指定有效之安信信用卡零售購物即可獲取 EarnMORE Visa 卡現金回贈（「現金回贈」），現金回贈以每單合資格零售購物交易金額計算。EarnMORE Visa 普通卡客戶每消費 HK\$150 回贈 HK\$1；EarnMORE Visa 白金卡客戶每消費 HK\$100 回贈 HK\$1。不足 HK\$150/ HK\$100 之合資格零售購物交易金額亦會按回贈比率計算，並折算至2個小數位。安信保留權利更改憑安信信用卡簽賬獲取現金回贈的比率，惟安信會事先通知客戶。
- 現金回贈計劃之合資格零售購物交易金額只包括所有已入賬之零售購物交易金額，並不包括（但不限於）現金透支金額、信用卡費用（包括年費、利息 / 財務費用、逾期費用、超逾信用額手續費、現金透支手續費及其他費用）、賭場交易金額、任何金錢 / 電子貨幣轉賬（包括但不只限於個人對個人 (P2P) 支付服務或流動裝置 / 應用程式 / 電子轉賬平台) / 充值電子錢包、優惠套現金額、現金分期、分期金額、未入賬 / 取消 / 退回 / 偽造之交易金額及所有未經授權之交易金額，所有合資格零售購物交易概以安信 / 相關卡機構國際組織不時界定之商戶編號釐定，並且不時作出修訂，而不作另行通知。安信對合資格零售購物交易有絕對酌情權及最終決定權。
- 現金回贈將以合資格零售購物交易之入賬日計算並根據每月月結單期結算。每月可獲贈之現金回贈將於下一期月結單存入有關安信信用卡戶口，並顯示於月結單上。每月可獲贈之現金回贈並無上限。
- 客戶獲取現金回贈後，如用作計算現金回贈之有關合資格零售購物交易被取消或退回，安信有權從有關安信信用卡戶口扣除該交易可獲贈之現金回贈而毋須另行通知。
- 客戶之安信信用卡戶口於存入任何現金回贈時，須仍然有效及信貸狀況良好。如因任何理由取消安信信用卡戶口，所有未存入之現金回贈及該戶口原有之現金回贈餘額將被即時取消而毋須另行通知。
- 現金回贈均不可轉贈、轉讓、退換或兌換現金。
- 安信保留權利直接從客戶之安信信用卡戶口內扣除任何安信認為透過不適當及 / 或舞弊及 / 或欺詐而不適當地獲得之任何現金回贈的價值而不作事先通知，及 / 或採取法律行動以追討有關金額。
- 安信保留隨時修改上述有關現金回贈計劃及其條款及細則及 / 或取消此現金回贈計劃之權利而毋須作出任何通知。如有任何爭議，安信擁有最終決定權。

安信信用卡申請之條款及細則

- 本人明白安信信貸有限公司（下稱「安信」）負責發行安信信用卡及批核及提供安信信用卡之信用限額。本人向安信確認、保證及聲明（1）本申請表所填寫之資料及隨附本申請之文件乃屬正確及完整，並授權安信向任何方面查證。（2）本人為年滿十八歲之香港居民。本人同意遵守安信信用卡持卡人協議（「持卡人協議」，重要條款亦已包括在此申請表內）及其他有關服務之所有條款及細則。此等條款及細則將會於申請獲成功批核後與新卡一併寄予本人。本人亦可於任何安信分行或透過安信信用卡客戶服務熱線 2269 8899（普通卡）或 2269 8888（白金卡）索取或於安信網站下載：www.primecredit.com。
- 本人明白可透過安信信用卡申請熱線 2269 8822 查詢本申請之申請情況，及於本人之申請獲批准後，可致電安信信用卡新卡確認熱線 2269 8812 確認收妥新卡。
- 本人明白透過書面或以電話申請安信信用卡及 / 或安信信用卡「八達通自動增值」服務，本人即被視作已接受申請表格、隨附之宣傳單張上（如適用）、安信網頁，以及持卡人協議內之所有條款及細則。
- 實際年利率（「客戶實際年利率」）是一個參考利率，以年化利率展出包括產品的基本利率及其他費用與收費。實際年利率亦將根據每位客戶之個人信貸狀況釐定而有所不同。客戶之零售購物及現金透支實際年利率（連現金透支手續費計算在內），將列明於新卡附隨之郵奉上及於申請獲批核後與新卡一併寄予客戶。惟安信可不時全權酌情（在符合有關法律及規例限制之情況下）決定訂立不同之客戶實際年利率。
- 安信在申請批核時，可能曾參考由信貸資料服務機構所提供有關客戶的信貸報告，用作是次及日後審核用途。假如客戶有意索取有關報告，可要求安信提供有關信貸資料服務機構的聯絡詳情。
- 信用卡之批核須視乎安信之最終決定。獲批之信用限額將由本人名下之所有安信信用卡共同使用。
- EarnMORE Visa 普通卡年費為港幣 250 元 / EarnMORE Visa 白金卡年費為港幣 800 元。本人明白年費將於申請獲成功批核後按年記入本人之安信信用卡戶口；而首2年之年費將獲豁免（全日制大學 / 大專學生之申請人首5年之年費將獲豁免）。安信信用卡之免息還款期長達 53 天（不包括現金透支）。
- 倘若本人獲轉介予安信或安信將本人轉介他人（在法例規定的情況下，先經本人同意轉介），安信可向有關第三方支付或收取費用或佣金。本人可要求安信提供有關安排的詳情。
- 持卡人協議與本申請表內任何部份所概述的條款及細則如有任何不相符之處，應以前者為準。

重要提示

閣下宜仔細閱讀以下主要條款及細則，並請注意安信信用卡持卡人協議（「持卡人協議」）全文，詳情可參閱“www.primecredit.com”：

1. 本人在收到安信發出的安信信用卡後須立刻在卡上簽署。
2. 本人須小心處理安信信用卡及自動櫃員機密碼（「私人密碼」），及將該私人密碼安全放置及保密，不容許任何人士使用該信用卡和私人密碼，不應選用易於猜測的數字作為私人密碼（例如香港身分證號碼、出生日期、電話號碼或其他容易獲取的個人資料），不應將私人密碼接駁其他服務（如接連互聯網或其他網址）。安信不會因本人私人密碼外洩產生之任何損失或損害作出賠償。
3. 本人須對使用信用卡或有關信用卡的卡號進行的所有交易負責。
4. 本人可拒絕超出信用限額的交易。如本人未有表明不接受臨時信用限額（如適用），本人將視作同意安信為信用卡給予臨時信用限額。當信用卡賬戶之現有結欠超出信用額，本人便須就該款額支付超逾信用額手續費。即使安信接納本人拒絕超出信用限額信貸的要求，某些超出信用限額的信用卡交易仍可能被容許，包括並非被安信即時處理或無需安信授權而可進行的信用卡交易如：(i) 八達通自動增值交易；(ii) 流動或非接觸式付款交易；(iii) 獲批核但延遲入賬的交易；(iv) 外幣交易因兌換匯率波動而引致超出交易金額；(v) 未能即時執行的代授權指示。本人須對超出信用限額的交易負責。如欲查詢上述安排及現行之超逾信用額手續費，本人可致電安信信用卡客戶服務熱線 2269 8899（普通卡）或 2269 8888（白金卡）。
5. 倘若在任何月結單上所列明的最低付款額並未在到期繳款日期前繳付，則本人須繳付逾期費用。儘管月結單上訂明最低付款額及到期繳款日期，安信可隨時要求本人立即償還信用卡賬戶的所有欠款或暫停信用卡的使用。
6. 倘安信在月結單截數日起計 60 天內並無收到本人的通知說明月結單有錯誤或任何交易未經授權，則該月結單將被視為確證。
7. 本人若不接受安信提出任何對持卡人協議的修訂，可終止信用卡服務。
8. 本人須負責全數彌償安信因追收債項及執行持卡人協議合理地引起的合理費用，包括但不限於追討代理人費用及按彌償基準計算的律師費及有關支出。
9. 本人的信用卡或私人密碼如遺失、被竊、外洩或遭未經授權使用，本人應從速報告。如身處海外，本人應通知卡機構（按情況適用）的任何成員，則本人就未經授權的交易（但不包括現金透支）須承擔的責任最高為每張卡**港幣 500 元**。此最高責任款額不適用於本人在知情的情況下容許任何人士使用本人的信用卡或私人密碼，或使用或保管信用卡或私人密碼時有欺詐行為或嚴重疏忽，或未有採取安信不時建議的安全防範措施，本人需負責所有交易須承擔的金額。

上述條款及細則之中文譯本如與英文有異，概以英文版本為準。

安信 EarnMORE Visa 卡重要收費撮要

（生效日期：2019年1月1日）

| 利息及財務費 | |
|--------------|--|
| 零售購物實際年利率 | 8.91% - 45.10% ，請參閱列印於新卡附隨之郵柬，安信會不時對持卡人之零售購物實際年利率作出檢討。如持卡人的月結單之總結欠於到期繳款日或之前尚未全數清還，持卡人便須按以下項目繳付財務費用：(i) 未償還之月結單結欠將由到期繳款日前一個月結單截數日期起，按每日計算直至全數清還為止；及(ii) 所有在到期繳款日前一個月結單截數日期後入賬的新交易，從入賬日起計算財務費用直至全數清還為止。 |
| 現金透支實際年利率 | 20.45% - 47.97% ，請參閱列印於新卡附隨之郵柬，安信會不時對持卡人之現金透支實際年利率作出檢討。利息將按照每次現金透支的未付清餘額，由有關的交易指示日期開始按日計息，直至全數付清之日為止。 |
| 拖欠實際年利率 | 不適用 |
| 免息還款期 | 長達 53 天 |
| 最低付款額 | 為 港幣50元 或以下所有項目之總額（以較高者為準）： (i) 已發單的全數財務費用以及其他利息與收費總額；(ii) 月結單總結欠的 1% （不包括全數財務費用以及其他利息與收費總額）；(iii) 逾期款項（如適用）；(iv) 超逾信用額之全數金額（如適用） |
| 收費項目 | |
| 年費 | 港幣250元 （普通卡） 港幣800元 （白金卡） |
| 現金透支手續費 | 現金透支交易額之 1% 或 港幣60元 （以較高者為準） |
| 外幣簽賬費用 | 所有以外幣（即除港幣之外的任何貨幣）交易的賬項的 1.95% （已包括安信收取的 0.95% 連同 Visa 就兌換該等賬項向安信收取之交易費的 1% ） |
| 以港幣支付外幣簽賬的費用 | 不適用 持卡人在海外消費時，有時候可選擇以港幣支付外幣簽賬。此選項屬海外商戶的直接安排，而非由信用卡發卡機構提供。持卡人應於簽賬前向該商戶查詢有關匯率及手續費的詳情，因為以港幣支付外幣簽賬，所涉及的費用可能會較以外幣簽賬的手續費為高。 |
| 逾期費用 | 最低付款額或 港幣250元 （以較低者為準） |
| 超逾信用額費 | 每期 港幣180元 |
| 退回授權直接轉賬費 | 每項 港幣150元 |

安信保留根據客戶之戶口記錄並不時發出通知更改利率及收費的權利。

安信可不時通知客戶修改上述項目。

此收費撮要之中英文版本如有歧異，概以英文版本為準。

安信信貸有限公司（「安信」）關於個人資料（私隱）條例（「條例」）及《個人信貸資料實務守則》致客戶及其他個別人士的通知

(a) 資料當事人或須不時就下列事宜向安信提供有關資料：

- (i) (1) 開立或運作戶口；
 - (2) 建立或維持信貸融通；及/或
 - (3) 建立或運作或提供由安信或透過安信供應的產品或服務（包括信貸、信用卡、理財及/或保險以及與該等產品及服務相關的產品及服務）；
（統稱**信貸融通、產品及服務**），及/或
 - (ii) 安信接受的物資及服務。
- (b) 若未能向安信提供該等資料，可能會導致安信無法建立、維持或向資料當事人提供**信貸融通、理財產品及服務**。
- (c) 資料當事人於安信日常業務過程中與或透過安信進行交易時，安信亦會收集資料當事人的資料，例如當資料當事人簽發支票或存款或透過信用卡進行交易時。
- (d) 資料當事人的資料可能用於以下任何一項或多項用途：
- (i) 處理資料當事人建立**信貸融通、產品及服務**的申請（包括評估資料當事人申請的成功機會及/或合適性）；
 - (ii) 運作、維持及向資料當事人提供**信貸融通、產品及服務**；
 - (iii) 對資料當事人進行信貸調查（無論是就**信貸融通、產品及服務**申請，抑或是每年的定期或特別檢討期間（通常一次或多於一次））；
 - (iv) 建立及維持安信的信貸評分模式；
 - (v) 協助其他金融機構進行信貸調查及追討債務；
 - (vi) 保存資料當事人的信貸記錄，以供目前及今後參考；
 - (vii) 確保資料當事人維持可靠信用；
 - (viii) 設計資料當事人使用的信貸、信用卡、理財、保險服務或有關產品；
 - (ix) 推廣服務、產品及其他促銷標的（更多詳情請參閱(g)段）；
 - (x) 確定欠付資料當事人或其所欠的負債款額；
 - (xi) 執行資料當事人所負義務，包括但不限於向資料當事人及就其義務提供抵押的人士追收欠款；
 - (xii) 履行或遵守適用於安信的**任何資料披露及使用義務、規定或安排**，或根據以下內容應當遵守的義務、規定或安排：
 - (1) 不論於香港特別行政區境內或境外及不論目前或將來存在的對其具法律約束力或適用的任何法律或規例；
 - (2) 不論於香港特別行政區境內或境外及不論目前或將來存在的任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的任何指引或指導；
 - (3) 安信因其位於或跟相關本地或外地的法律、監管、政府、稅務、執法或其他機關，或自律監管或行業組織或協會的司法管轄區有關的理財、商業、業務或其他利益或活動，而向該等本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會承擔或被彼等施加的任何目前或將來的合約或其他承諾；
 - (xiii) 履行或遵守在安信為符合制裁或預防或偵測清洗黑錢、恐怖分子融資活動或其他非法活動的任何方案就於安信內共用資料及資訊及/或資料及資訊的任何其他使用而指定的任何義務、要求、政策、程序、措施或安排；
 - (xiv) 供安信全部或任何部份業務及/或資產的實際或潛在承讓人，或安信對資料當事人的權利的參與人或附屬參與人衡量有關轉讓、參與或附屬參與所涉交易；及/或
 - (xv) 與上述用途有關的任何其他用途。
- (e) 安信會對其持有的資料當事人資料予以保密，但可就(d)段列出的用途把該等資料提供、轉移或披露給（香港特別行政區境內或境外的）下述任何一方或多方：
- (i) 就**信貸融通、產品及服務**的建立、運作、維持或提供而向安信提供行政、電訊、電腦、支付或其他服務的任何代理人、承辦商或第三方服務供應商；
 - (ii) 對安信有保密責任的任何其他人士；
 - (iii) 向出票人提供已付款支票副本（其中可能載有收款人的資料）的付款銀行；
 - (iv) 信貸資料服務機構及（如有違約事件）收數公司；
 - (v) 根據對安信有約束力或適用於安信之任何法例或規例的規定，或根據及為施行由規管安信之任何法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會作出或發出的並期望安信遵守的任何指引或指導，或根據安信向本地或外地的法律、監管、政府、稅務、執法或其他機關，或金融服務供應商的自律監管或行業組織或協會的任何合約或其他承諾（以上不論於香港特別行政區境內或境外及不論目前或將來存在的），而有義務或以其他方式被要求向其披露該等資料的任何人士；
 - (vi) 和資料當事人已有或擬有業務往來的任何金融機構及商業收購公司；
 - (vii) 安信全部或任何部份業務及/或資產的任何實際或潛在承讓人，或安信對資料當事人的權利的參與人、附屬參與人或受讓人；
 - (viii) 提供或擬定提供擔保或第三方抵押，從而擔保或抵押資料當事人之義務的任何方；及/或
 - (ix) (1) 第三方金融機構、保險公司、信用卡公司及有關服務供應商；

- (2) 第三方獎賞、獎勵、合作品牌及優惠計劃供應商；
- (3) 安信之合作品牌夥伴（該等合作品牌夥伴名稱會於有關服務及產品的申請表格上列明，視情況而定）；
- (4) 慈善或非牟利機構；及
- (5) 就以上(d)(ix)段列明的用途而被安信任用之外部服務供應商（包括但不限於寄件中心、電訊公司、電話促銷及直銷代理人、電話中心、資料處理公司及資訊科技公司）。

該等資料可能被轉移至香港特別行政區境外。

- (f) (i) 就**資料當事人（以任何身份）**於2011年4月1日當日或以後申請的按揭有關的資料，安信可能會把下列與**資料當事人**有關的資料（包括不時更新任何下列資料的資料）以安信及/或代理人的名義提供予信貸資料服務機構：
 - (1) 全名；
 - (2) 就每宗按揭的身分（即作為借款人、按揭人或擔保人，及以**資料當事人**本人單名或與其他人士聯名方式）；
 - (3) 香港身分證號碼或旅遊證件號碼；
 - (4) 出生日期；
 - (5) 通訊地址；
 - (6) 就每宗按揭的按揭戶口號碼；
 - (7) 就每宗按揭的信貸融通種類；
 - (8) 就每宗按揭的按揭戶口狀況（如有效、已結束、已撤帳（因破產令導致除外）、因破產令導致已撤帳）；及
 - (9) 就每宗按揭的按揭戶口結束日期（如適用）。
 - (ii) 信貸資料服務機構將使用上述由安信提供的資料統計**資料當事人**（分別以借款人、按揭人或擔保人身分，及以**資料當事人**本人單名或與其他人士聯名方式）不時於香港信貸提供者間持有的**按揭宗數**，並存於信貸資料服務機構的個人信貸資料庫內供信貸提供者共用（須受根據條例核准及發出的《個人信貸資料實務守則》的規定所限）。
 - (iii) 安信可於以下期間不時查閱信貸資料服務機構持有的**按揭宗數**：
 - (1) 考慮**資料當事人（以任何身份）**提交的按揭貸款申請；
 - (2) 檢討出現拖欠還款超過60日的欠賬的任何已向**資料當事人（以任何身份）**提供或擬提供的信貸融通（包括按揭貸款），以便安信就該信貸融通制訂任何債務重組、重新安排或其他還款條件修訂；
 - (3) 當安信與**資料當事人**因**資料當事人**就信貸融通拖欠還款而巳制訂任何債務重組、重新安排或其他還款條件修訂時，檢討任何已向**資料當事人（以任何身份）**提供或擬提供的信貸融通（包括按揭貸款），以便推行上述債務重組安排；及/或
 - (4) 檢討任何已向**資料當事人（以任何身份）**提供或擬提供的信貸融通（包括按揭貸款），以便制訂由**資料當事人**提出的任何債務重組、重新安排或其他還款條件修訂。
 - (iv) 安信可於以下期間（於2013年3月31日之後）不時查閱信貸資料服務機構持有的**按揭宗數**：
 - (1) 檢討及續批向**資料當事人（以任何身份）**提供或擬提供的按揭貸款；及/或
 - (2) 考慮**資料當事人**（除了按揭人，**以任何身份**）提出的信貸融通（不包括按揭貸款）申請，及/或檢討或續批已向**資料當事人**（除了按揭人，**以任何身份**）提供或擬提供的任何融通（不包括按揭貸款），前提是上述任一情形下，該等信貸融通的額度不少於由一個個人資料私隱專員不時指定或決定的水平或機制釐定的水平。
- (g) 在直接促銷中使用資料
- 安信擬把**資料當事人**資料用於直接促銷，而安信為該用途須獲得**資料當事人**同意（包括表示不反對）。就此，請注意：
- (i) 安信可能把安信不時持有的**資料當事人**姓名、詳細聯絡方式、產品及服務組合資料、交易模式及行為、財務背景及人口統計數據用於直接促銷；
 - (ii) 可用作促銷下列類別的服務、產品及促銷標的：
 - (1) 信貸、理財、保險、信用卡及相關服務及產品；
 - (2) 獎賞、獎勵或優惠計劃及相關服務及產品；
 - (3) 安信品牌合作夥伴提供之服務及產品（該等品牌合作夥伴名稱會於有關服務及產品的申請表格上列明，視情況而定）；及
 - (4) 為慈善及/或非牟利用途的捐款及捐贈；
 - (iii) 上述服務、產品及促銷標的可能由安信及/或下列各方提供或（就其他推廣活動、捐款及/或捐贈而言）徵求：
 - (1) 第三方金融機構、承保人、信用卡公司；
 - (2) 第三方獎賞、客戶或會員、合作品牌或優惠計劃供應商；
 - (3) 安信之品牌合作夥伴（該等品牌合作夥伴名稱會於有關服務及產品的申請表格上列明，視乎情況而定）；及
 - (4) 慈善或非牟利機構；
 - (iv) 除由安信促銷上述服務、產品及促銷標的以外，安信亦擬將以上(g)(i)段所述的資料提供予以上(g)(iii)段所述的全部或任何人士，以供該等人士在促銷該等服務、產品及促銷標的中使用，而安信為此用途須獲得**資料當事人**書面同意（包括表示不反對）；
 - (v) 安信可能因如以上(g)(iv)段所述將資料提供予其他人士而獲得金錢或其他財產的回報。如安信會因提供資料予其他人士而獲得任何金錢或其他財產的回報，安信會於以上(g)(iv)段所述徵求**資料當事人**同意或不反對時如是通知**資料當事人**。
- 如資料當事人不希望安信如上述使用其資料或將其資料提供予其他人士作直接促銷用途，資料當事人可通知安信行使其選擇權拒絕促銷。**

- (h) 根據條例的條款及據條例核准和發出的《個人信貸資料實務守則》，任何資料當事人有權：
- 查閱安信有否持有其資料及/或能夠查閱該等資料；
 - 要求安信改正任何有關其不準確的資料；
 - 查明安信對於資料的政策及程序並獲悉安信所持及/或他/她能夠查閱之個人資料的種類；
 - 要求獲告知那些資料會被例行披露予信貸資料服務機構或收數公司，並獲提供進一步資料，藉以向有關信貸資料服務機構或收數公司提出查閱和改正資料的要求；及
 - 對於安信向信貸資料服務機構提供的任何戶口資料（為免產生疑問，包括任何戶口還款資料），於悉數清償欠款而終止戶口時，指示安信向信貸資料服務機構要求從資料庫刪除有關戶口資料，惟是項指示須於終止戶口後五年內提出，而該戶口在緊接終止之前五年內，並無拖欠還款超過60天的記錄。戶口還款資料包括上次到期的還款額、上次報告期間所作還款額（即緊接安信上次向信貸資料服務機構提供戶口資料前不超過31天的期間）、剩餘可用信貸額或未償還數額及欠款資料（即過期欠款額及逾期還款日數、清還過期欠款的日期和悉數清還拖欠超過60天的欠款的日期（如有））。
- (i) 如出現關於戶口的拖欠還款情況，除非拖欠金額在自出現拖欠之日起計60天屆滿前被悉數清還或撇賬（因破產令悉數清還或撇賬者除外），否則信貸資料服務機構可保留該戶口還款資料（定義見上文第(h)(v)段），直至自欠款悉數清還之日起計滿五年為止。
- (j) 如資料當事人因被頒布破產令而導致其戶口中的任何金額被撇賬，則不論其戶口還款資料（定義見上文第(h)(v)段）是否顯示有拖欠還款超過60天的記錄，信貸資料服務機構均可保留該戶口還款資料，直至自欠款悉數清還之日起計滿五年為止，或自資料當事人提出證據通知信貸資料服務機構其已獲解除破產令之日起計滿五年為止（以較早者為準）。
- (k) 根據條例的條款，安信有權就處理任何查閱資料的要求收取合理費用。
- (l) 在不限制前述條文的一般性的原則下，安信可為檢討下列任何事宜的目的，而不時查閱信貸資料服務機構所持的資料當事人個人及戶口資料或記錄，而該等事宜涉及向資料當事人提供或該資料當事人擔保其義務之第三方的現有信貸融通：
- 增加信用額；
 - 縮減信貸（包括取消信貸或減低信用額）；及
 - 與資料當事人或該第三方展開或實行債務安排計劃。
- (m) 安信或向信貸資料服務機構查閱有關客戶的信貸報告用以考慮資料當事人之任何信貸申請。若資料當事人有意索取有關信貸報告，安信將會告知相關信貸資料服務機構的聯絡詳情。
- (n) 安信或前文(e)條所指從安信取得有關資料的任何人士可在或可向其認為合適的國家處理、保存及轉移或披露資料當事人的資料。有關資料亦可根據該國當地的慣例和法例、規則和規例（包括任何政府措施和指令）而處理、保存、轉移或披露。
- (o) 任何關於查閱或改正安信所持資料、索取安信資料政策及常規的資料或所持有的資料種類的要求，應向下列人士提出：
- 安信信貸有限公司
香港灣仔郵政信箱23207號
資料保障主任
電話：2163 0201
傳真：2134 3377
- (p) 本通知不會限制資料當事人在個人資料（私隱）條例下所享有的權利。

在本通知中，除非與上下文不符或另有其他規定，否則斜體字須具有如下含義：戶口，指就安信可能不時提供予資料當事人的各項信貸融通、服務或產品，而不時開立及/或維持的戶口。

資料當事人包括信貸融通、產品及服務的申請人、客戶、客戶配偶、抵押提供者、審查人、企業職員及經理、供應商、代理人、承辦商、服務供應商及其他合約對手以及與或透過安信進行交易的任何第三方。

披露，就個人資料而言，包括披露由該等資料推斷出的資訊。

以任何身份，指不論以借款人、按揭人或擔保人身份，以及不論以資料當事人本人單名或與其他人士聯名之方式。

按揭宗數，指資料當事人（以任何身份）不時於香港信貸提供者間持有的按揭貸款宗數。

若英文版本與中文版本之間有任何不一致之處，概以英文版本為準。

2013年4月

「八達通自動增值」服務申請條款及細則

申請條款

1. 「自動增值服務賬戶」、「自動增值服務賬戶持有人」及「八達通持有人」的定義

就八達通自動增值協議（「自動增值協議」）及此申請表而言：-

「自動增值服務賬戶」即指此申請表所指的信用卡賬戶，或不時由申請人於本申請表內選用之金融機構通知八達通卡有限公司的其他信用卡賬戶。

「自動增值服務賬戶持有人」即指此申請表內自動增值服務賬戶的持有人。

「八達通持有人」即指此申請表內所指的八達通使用者，而其可能是自動增值服務賬戶持有人，或將其八達通連繫到其家人或朋友名下之自動增值服務賬戶之人士。

2. 申請資格

(甲) 如閣下年滿18歲，並持有由已參與「八達通自動增值服務」的金融機構發出的港幣信用卡，閣下可為自己現時持有的八達通（最多三張）申請自動增值服務，但須分別透過不同的金融機構辦理。

(乙) 申請人於申請自動增值服務時，均須持有八達通。而申請人使用八達通時的自動增值費用，則會於自動增值服務賬戶內扣除。

3. 申請自動增值服務

(甲) 申請人須於此申請表內填上其現持有的八達通的8或9位之號碼並填妥此申請表。申請一經接納後，有關之八達通將以申請人之名登記並與自動增值服務賬戶連繫。申請人將獲專函通知其申請已獲成功批核，若八達通的自動增值功能尚未啟動，申請人須前往有關車站內之客務中心或售票處啟動自動增值功能。若申請人是首次申請或曾取消八達通自動增值服務，申請人須前往指定地點啟動或重新啟動自動增值功能。

(乙) 所有附有自動增值功能之八達通均不得轉讓予他人或借給他人使用。

(丙) 如申請人持有有學生身份記錄之個人八達通，申請人可用本申請表申請自動增值服務。如申請人希望將學生身份記錄於個人八達通上，則必須透過所就讀學校或有關交通機構（如指定車站之港鐵客務中心）申請。

(丁) 八達通卡有限公司保留全權及絕對決定權拒絕任何自動增值服務的申請。

4. 費用

(甲) 首次申請自動增值服務的申請人，可獲豁免申請費用。然而，若憑已經或曾經啟動自動增值功能的八達通申請，八達通卡有限公司則會視是次申請為轉換金融機構或重新啟動自動增值功能，而收取HK\$20不可退還手續費。有關費用，將於自動增值服務賬戶內扣除。

(乙) 若申請人正在使用附有自動增值功能的八達通，而欲為第二或第三張從未曾啟動自動增值功能的八達通申請自動增值服務，八達通卡有限公司則會豁免收取申請費用。

(丙) 作為自動增值服務賬戶持有人，閣下同意為申請表的每項申請向八達通卡有限公司繳付有關費用。

5. 八達通發卡條款及自動增值協議

使用八達通及自動增值服務必須接受由八達通卡有限公司不時公佈的八達通發卡條款（「發卡條款」）、「自動增值協議」及本申請條款（「本條款」）所約束。若由八達通卡有限公司公佈的「發卡條款」、「自動增值協議」及本條款之間有任何不相符之處，則以「發卡條款」及「自動增值協議」為準。申請人如簽署本申請表，即表示其同意遵守「發卡條款」、「自動增值協議」及本條款和受其約束。「自動增值協議」的文本已與此申請表一併派發，「發卡條款」的本文可向八達通卡有限公司索取或於八達通卡有限公司網頁www.octopus.com.hk下載。

6. 遺失八達通

閣下同意如遺失附有自動增值功能之八達通，應即時致電八達通報失熱線2266 2266向八達通卡有限公司報失。如申請人附有自動增值功能之八達通及/或該八達通持有人的八達通已經報失，此項八達通報失服務將保障自動增值賬戶持有人及/或該八達通持有人的八達通在成功報失後3小時的餘額，以及任何透過自動增值服務所增值金額的損失。

7. 個人資料

如欲申請自動增值服務，申請人必須向八達通卡有限公司提供其個人資料。若申請人未能根據本申請表提供所需的個人資料，八達通卡有限公司將無法向其提供自動增值服務。每位申請人授權安信向八達通卡有限公司透露其在本申請遞交的個人資料及其他的個人資料包括但不限於安信可能擁有的聯絡資料作為處理本申請、日後自動增值服務之運作。申請人如簽署本申請表，即表示已細閱、明白及同意隨附之自動增值協議條款第33至40關於個人資料（私隱）條例的通知。

8. 英文本為準

本條款的中文譯本只供參考。若英文本與中文譯本之間有任何歧義，則以英文本為準。

八達通自動增值協議

（本協議適用於附設在香港金融機構的銀行賬戶或所發出之信用卡的自動增值服務）

請注意第33-40條有關閣下的個人資料收集聲明

1. 本協議於2016年11月13日起生效，並只適用於本公司選定並備有連繫於金融機構的銀行賬戶或所發出之信用卡的自動增值服務的八達通。有關附設於其他實體的銀行賬戶或所發出之信用卡的自動增值服務，請參閱其他不時訂定的適用協議。

簡介

2. 本自動增值協議乃閣下（即本公司自動增值服務的使用者，不論是八達通持有人或自動增值服務賬戶持有人），與本公司，八達通卡有限公司，訂立之關於使用本公司自動增值服務的合約。本公司乃八達通的發行商。

3. 本協議說明在申請及使用自動增值服務時，本公司須向閣下承擔的義務，以及閣下須向本公司承擔的義務。

釋義與通則

4. 本協議所用的部分詞語現說明如下：

「自動增值服務賬戶」指有關申請表上指定與閣下的自動增值服務連繫之閣

下賬戶，或由金融機構或自動增值服務賬戶持有人不時通知本公司的其他賬戶；

「自動增值服務賬戶持有人」指自動增值服務賬戶的持有人；

「申請表」指自動增值服務申請表，不論是 (i) 八達通自動增值服務申請表，(ii) 個人八達通申請表或 (iii) 載有此項服務申請表的任何其他表格；

「自動增值服務」指在八達通的儲值金額達到本公司不時釐定的若干最低款額時，本公司或代表本公司的服務供應商將會在該八達通上增加某個金額的儲值金額的服務（該增值金額將由本公司不時釐定）；

「認可服務中心」指獲本公司認可代表本公司提供八達通服務的機構；

「銀行聯營八達通」指由本公司授權之金融機構所發行，附有由該金融機構提供的銀行及/或付款功能，並包含八達通儲值支付工具以用於透過八達通收費系統作出付款之卡或產品；該卡或產品受發卡金融機構的持卡人協議的條款及細則所約束。

「發卡條款」指本公司不時修訂並刊發的八達通發卡條款，並可隨時向本公司索取或於本公司網頁 www.octopus.com.hk 下載；

「金融機構」指在銀行業條例（香港法例第 155 章）監管下或根據放債人條例（香港法例第 163 章）領有牌照之管理自動增值服務賬戶的實體，通常是銀行、金融服務公司或信用卡發卡公司；

「儲值金額」指八達通（不包括工具按金）內的剩餘儲值；

「香港」指中華人民共和國香港特別行政區；

「八達通」指本公司按發卡條款所提供實體形式的儲值支付工具卡及產品；

「八達通持有人」指八達通使用者，而其可能是自動增值服務賬戶持有人，或將其八達通連繫到其家人或朋友名下之自動增值服務賬戶之人士；

「八達通收費系統」指本公司維持及運作的收費系統；

「本公司賬戶」指任何本公司不時向金融機構指定的本公司銀行賬戶；

「服務供應商」指會在閣下出示閣下的八達通時提供服務，並經本公司批准的任何交通營運商、零售商（包括但不限於：超級市場、便利店、食肆及快餐店、食品店、其他消費品商店如藥物及化妝品店、書店、報攤、文具及禮品店、配飾店、商場、服裝店、電訊公司）、娛樂/康樂/運動設施供應商、教育機構、政府相關業務實體、建築物門禁系統服務供應商、自助服務（例如自動售賣機/自助服務站/照相亭/電話亭）、網上付款及流動支付平台供應商或其他經本公司批准在閣下出示閣下的八達通時提供服務者。有關服務供應商須清楚展示八達通標誌；及

「工具按金」指按發卡條款所繳付的按金，作為八達通的抵押。

- 如自動增值服務賬戶持有人與八達通持有人並非同一人，則自動增值服務賬戶持有人與八達通持有人須根據本協議共同及個別地向本公司承擔責任，包括（但不限於）自動增值服務在八達通上所增加的儲值金額，除非八達通持有人是未成年人或未獲法律行為能力的人（在此情況下，此八達通持有人的家長或監護人及自動增值服務賬戶持有人須共同及個別地向本公司承擔責任）。
- 八達通持有人同意遵守發卡條款，除非另備條款，否則本協議應與「八達通發卡條款」的釋義相同。若本協議與發卡條款之間有任何抵觸，應以本協議為準。
- 本協議的中文譯本僅供參考。若英文本與中文譯本之間有任何歧異，則以英文本為準。

自動增值服務

- 本公司將有權向自動增值服務賬戶持有人及/或八達通持有人收取申請自動增值服務的費用。本公司將會不時釐定及公佈有關費用。
- 凡年齡在本公司不時公佈之最低年齡以上的人士，均可使用自動增值服務。然而，在特殊情況下，本公司保留無需給予任何理由而不接受任何自動增值服務申請的權利。
- 八達通持有人於申請自動增值服務後及於該服務有效期間，不得將其八達通轉讓予其他人。
- 在正常情況下，本公司將會盡力確保自動增值服務運作如常，但礙於自動增值服務之運作須視乎金融機構及服務供應商的本身系統及運作，以及網絡、電力、氣候及其他條件及情況而定，而有關因素超越本公司的控制範圍，故本公司不能對此作出保證。
- 本公司將保留無需說明理由而取消或暫停閣下的自動增值服務的權利，但本公司將會採取合理措施，藉以減低對閣下造成的不便。
- 本公司可全權決定限制自動增值服務在任何一天或任何期間內為八達通內的儲值金額增值的金額。
- 本公司將會採取合理措施，確保本公司與八達通有關的交易紀錄均屬真實準確。本公司的紀錄，將作為自動增值服務為八達通所增加的儲值金額及自動增值服務賬戶持有人及/或八達通持有人所欠本公司的款項的確證，除非有關紀錄存在明顯的錯誤。

直接提款

- 當八達通內的儲值金額透過自動增值服務增加任何金額後，自動增值服務賬戶持有人及八達通持有人即欠下本公司相同金額的港元。
- 本公司有權直接指示金融機構或通過本公司委托的任何金融機構將自動增值服務賬戶持有人及八達通持有人所欠本公司之款項從自動增值服務賬戶轉入本公司賬戶，而自動增值服務賬戶持有人須授權金融機構遵從有關指示。
- 對於金融機構向自動增值服務賬戶持有人所收取的任何費用或收費，本公司概不承擔責任，自動增值服務賬戶持有人須承擔有關費用及收費。

- 自動增值服務賬戶持有人及/或八達通持有人須確保自動增值服務賬戶備有足夠金額或信貸安排，讓金融機構能遵從本公司就該自動增值服務賬戶所發出的指示。
- 本公司保留就提供自動增值服務向自動增值服務賬戶持有人及/或八達通持有人收取合理費用的權利。

無法履行指示

- 若由於自動增值服務賬戶內未有足夠金額或信貸安排或其他原因，導致金融機構未能遵從本公司就該自動增值服務賬戶發出的指示，則：
 - 自動增值服務賬戶持有人及八達通持有人須即時償還自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項；
 - 本公司有權向自動增值服務賬戶持有人及八達通持有人收取合理手續費及將八達通內的儲值金額（如有的話）用作支付自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項（包括有關手續費在內）。
- 若八達通內的儲值金額不敷支付自動增值服務賬戶持有人及/或八達通持有人所欠本公司的款項，除了其他補償方法之外，本公司亦有權即時取消八達通及自動增值服務及沒收工具按金（如適用），並毋須通知自動增值服務賬戶持有人或八達通持有人。該八達通一經註銷，將無法重新啟動。

取消自動增值服務

- 自動增值服務賬戶持有人及/或八達通持有人（銀行聯營八達通持有人除外，請參考以下第 22A 條）可聯絡本公司或金融機構，申請取消自動增值服務。如本公司接納申請，自動增值服務賬戶持有人及/或八達通持有人，須按照本公司的指示取消有關的八達通的自動增值服務。如該八達通的自動增值並沒有按照本公司的指示而取消，本公司有權立即註銷有關的八達通及其自動增值服務，並沒收其按金（如適用）而毋須事先通知該自動增值服務賬戶持有人或八達通持有人。該八達通一經註銷，將無法重新啟動。
- 如閣下持有銀行聯營八達通，閣下或發卡的金融機構可根據閣下與發卡的金融機構之間的持卡人協議條款，申請註銷閣下的銀行聯營八達通。當接獲發卡的金融機構的通知，我們將註銷有關銀行聯營八達通的自動增值服務。
- 自動增值服務賬戶持有人及八達通持有人須共同及個別地承擔取消自動增值服務生效之時或之前因使用自動增值服務而欠本公司的款項。在取消任何八達通的自動增值服務生效之前及/或之後，本公司均有權直接指示金融機構或通過本公司委任的任何其他金融機構，從自動增值服務賬戶內扣除取消自動增值服務生效之前因進行自動增值服務交易而須付給本公司的所有款項，並將該款項轉入本公司賬戶。
- 本公司保留為處理取消自動增值服務的事宜向自動增值服務賬戶持有人及/或八達通持有人收取合理手續費的權利。

彌償

- 自動增值服務賬戶持有人及八達通持有人應共同及個別地同意就本公司因向金融機構發出自動增值服務賬戶有關的任何指示而蒙受、承受或產生（視乎情況而定）的一切訴訟、法律程序、債務、申索、損失、損害及合理費用及支出（包括一切合理的法律支出）向本公司作出彌償，除非上述是因本公司明顯犯錯所致，則作別論。

風險與責任

- 如非由於本公司明顯犯錯之原因，金融機構從自動增值服務賬戶轉賬到本公司賬戶的金額超過自動增值服務賬戶持有人及/或八達通持有人須付給本公司的實際金額，本公司概不為因而產生的任何損失或損害承擔責任。在不抵觸下文第 41 條的情況下，本公司只需將有關差額款項退還自動增值服務賬戶持有人。
- 在不抵觸上文第 26 條的情況下，對於金融機構或其僱員或代理人的任何作為、行為、遺漏或疏忽，本公司概不負責，除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。
- 本公司有權採取適當的行動，藉以執行或行使本協議規定的本公司權利，而自動增值服務賬戶持有人及八達通持有人須共同及個別地全數彌償本公司因任何有關行為而產生的一切合理費用及支出（包括一切合理法律費用及支出）。
- 本公司有權聘用任何人士或公司執行或行使本協議規定的本公司權利，對於有關人士或公司（除追討欠賬公司外）或其各自僱員的任何作為、行為、遺漏或疏忽，本公司概不承擔責任或負責，除非該等作為、行為、遺漏或疏忽是按照本公司明確指示作出或不作出者，則作別論。
- 在本公司遵守所有適用於轉讓債權的相關法律，法規及守則的情況下，本公司有權向任何人士或公司（「承讓人」）轉讓或以其他方式轉移自動增值服務賬戶持有人及/或八達通持有人所欠本公司任何款項，本公司毋須為承讓人所作出的任何行為負上法律責任。

報失八達通

- 所有自動增值服務客戶，均獲提供八達通報失服務。如八達通持有人遺失八達通，或八達通被竊，該持有人須立即通知本公司；但如閣下的八達通屬銀行聯營八達通，則應聯絡發卡的金融機構。在本公司收到失卡報告後，本公司將會在指定的期間（「通知期間」）之後，取消及停用該八達通。本公司將會不時規定及公佈有關通知期間。在八達通取消之後，該八

達遞將無法重新使用。此項八達遞報失服務可保障自動增值服務賬戶持有人及八達遞持有人的八達遞尚有儲值金額以及經自動增值服務增值至儲值金額之款項於通知期間以後免受損失。

32. 若根據上文第 31 條的規定取消八達遞，本公司會根據八達遞收費系統的紀錄，將八達遞的工具按金（如適用）及儲值金額（如有）退還八達遞持有人。如閣下的八達遞的儲值金額為負值，本公司有權於通知期間結束時在工具按金中扣除，並將此結算後出現的負值儲值金額再於自動增值服務賬戶中扣除。本公司有權為提供此項八達遞報失服務而向自動增值服務賬戶持有人及/或八達遞持有人收取本公司不時釐定及公佈的合理收費。該收費將於八達遞儲值金額的退款（如有）中扣除，或由自動增值服務賬戶持有人及/或八達遞持有人共同及個別地支付。

取消八達遞自動增值服務賬戶

- 32A. 任何原因註銷、終止使用自動增值服務賬戶或其使用期滿，閣下應出示有關八達遞，以按照本公司的指示取消有關的八達遞的自動增值服務。如沒有按照本公司的指示而取消自動增值服務，本公司會將附設於該自動增值服務賬戶的所有及任何八達遞註銷及使其失效（無論該八達遞是否屬於該自動增值服務賬戶持有人）。八達遞一旦註銷，將無法重新啟動。

註銷八達遞的退款政策

- 32B. 如按照上文第 12、21、22、22A 及/或 32A 條註銷閣下的八達遞時，本公司有權要求閣下清付任何欠款，及須向閣下退回已註銷八達遞的尚未使用的儲值金額。

補發八達遞及轉移自動增值服務賬戶

- 32C. (a) 若閣下的八達遞備有自動增值服務並符合以下條件，本公司可向閣下補發備有自動增值服務的八達遞：
- (i) 該八達遞已被報失或被竊（按上述第 31 條）；
 - (ii) 該八達遞已失效並已退回本公司；或
 - (iii) 基於本公司不時列明之任何其他原因而需要更換並已退回本公司之八達遞。
- (b) 任何獲補發的八達遞將會連繫到閣下原有的自動增值服務賬戶。
- (c) 該自動增值服務賬戶的持有人，同意並承諾須就獲補發的八達遞進行的任何及所有交易承擔一切責任及法律責任。

有關閣下的個人資料收集聲明：

關於個人資料（私隱）條例（「該條例」）的通知（「本通知」）

33. 該條例規管本公司不時向自動增值賬戶持有人及/或八達遞持有人收集的個人資料及其他資訊（「資料」）的收集、管有、處理及使用事宜。該資料應包括交易紀錄（即本公司從旗下八達遞讀寫器及/或從其他渠道，取得自動增值賬戶持有人及/或八達遞持有人的八達遞在使用時的交易資料），而此等交易紀錄根據該條例第 2(1) 條的定義，構成「個人資料」。此等資料可讓本公司向自動增值服務賬戶持有人及/或八達遞持有人提供八達遞及其他相關服務。有關本公司的私隱政策詳情請參閱本公司刊載於 www.octopus.com.hk 的「私隱政策」，而本通知則為本公司收集、管有、處理及使用資料的依據。
34. 若自動增值服務賬戶持有人及/或八達遞持有人未能向本公司提供其個人資料，本公司將可能無法向自動增值服務賬戶持有人及/或八達遞持有人提供自動增值服務。
35. 目的：每位自動增值服務賬戶持有人及八達遞持有人同意其資料可作為以下用途：
- (a) 處理自動增值服務的申請；
 - (b) 收取自動增值服務賬戶持有人及/或八達遞持有人所欠款項，不論是否從自動增值服務賬戶收取；
 - (c) 進行任何有關自動增值服務賬戶持有人及/或八達遞持有人的資料及紀錄的核實工作；
 - (d) 八達遞收費系統的管理、運作及保養，包括審計及根據發卡條款及此協議行使本公司與自動增值服務賬戶持有人及/或八達遞持有人的權利；
 - (e) 為本公司、其附屬公司及聯屬公司（即本公司的直接控股公司及其附屬公司）設計新服務或改善現有服務；
 - (f) 本公司與自動增值服務賬戶持有人及/或八達遞持有人進行通訊；
 - (g) 調查投訴、備受懷疑的可疑交易及研究服務改善措施；
 - (h) 防止及偵測罪行；及
 - (i) 根據法例、規則、規例、守則及/或指引作出披露。
36. 轉移：本公司會將自動增值服務賬戶持有人及八達遞持有人的資料保密，但自動增值服務賬戶持有人及八達遞持有人均同意，基於第 35 條列出之目的，本公司可於香港境內將有關資料轉移或披露予下述各方（第 36(a) 及 36(b) 列出的有關方面如位於香港境外則除外）：
- (a) 自動增值服務賬戶持有人及/或八達遞持有人已選擇登記並對本公司有保密責任的銀行聯營八達遞發行商與參予自動增值服務的金融機構；
 - (b) 對本公司有保密責任的本公司代理人或向本公司提供與本公司業務運作有關的行政、電訊、電腦、打擊洗錢及恐怖份子籌資的情報、付

款、數據處理或其他服務的承辦商（例如專業顧問、電話服務中心供應商、追討欠債公司（當自動增值服務賬戶持有人及/或八達遞持有人拖欠本公司款項）、遞遞公司、禮品換領中心或資料輸入公司）；

- (c) 對本公司有保密責任的本公司之附屬公司及/或聯屬公司；及
 - (d) 本公司、其附屬公司及/或聯屬公司根據任何法例、規則、規例、守則及/或指引及/或履行任何具管轄權力的法院、執法機關及/或監管機構所發出的命令，按照適用之法例、規則、規例、守則及/或指引，有具約束力責任履行在法律上可強制執行向任何執法機關及/或監管機構作出披露的要求，但此類披露須有適當授權方可作出。
37. 查閱：每位自動增值服務賬戶持有人及八達遞持有人有權：
- (a) 查核本公司是否持有資料及查閱該等資料；
 - (b) 要求本公司改正任何不正確資料；及
 - (c) 確定本公司處理資料的政策及慣例和獲告知本公司持有的資料類別。
38. 本公司保留就依從自動增值服務賬戶持有人及/或八達遞持有人的要求查閱任何資料而向其收取合理費用的權利。
39. 任何查閱資料要求，請以書面向下列人士提出：
香港九龍九龍灣宏泰道 23 號 Manhattan Place 46 樓
八達通卡有限公司
保障資料主任
電郵地址：dpo@octopus.com.hk
40. 本通知不會限制自動增值服務賬戶持有人及/或八達遞持有人在該條例下所享有的權利。

錯誤扣除款項

41. 每位自動增值服務賬戶持有人及八達遞持有人必須確保自動增值服務賬戶持有人：
- (a) 經常及時知悉自動增值服務賬戶的所有交易賬項，包括核對金融機構發出的每份自動增值服務賬戶結單，或（如金融機構並無發出自動增值服務賬戶結單）定期補記及核對自動增值服務賬戶存摺的賬項，除非有其他更有效方法監察該賬戶的交易賬項，則作別論；及
 - (b) 若自動增值服務賬戶持有人聲稱本公司無權在自動增值服務賬戶扣除任何款項轉往本公司賬戶，則可於有關支賬日期起計 12 個月內通知本公司。在該期間之後，自動增值服務賬戶持有人及八達遞持有人均不得聲稱本公司無權在自動增值服務賬戶支取有關款額，除非屬於以下情況，則作別論：
 - (i) 本公司未有妥善處理有關支賬；或
 - (ii) 有關支賬乃因本公司明顯的錯誤所導致。

終止

42. 如按照上文第 12、21、22、22A 或 32A 條取消自動增值服務，本協議將告終止；但終止協議不會影響終止協議之前雙方已產生的權利及義務。

第三者權利

43. 本協議條款並不產生或引起，也不旨在用以產生或引起任何第三者的權利。不論本協議直接、間接、明示或暗示地賦予任何權利或利益予任何第三者，任何第三者均沒有任何權利強制執行或倚賴本協議的任何條文。在此明確排除任何因法例的應用（包括但不限於《合約（第三者權利）條例》）而產生或賦予與本協議有關的第三者的合約權利或其他權利。為免生疑問，本協議中的任何規定概不影響本協議的任何許可承讓人或受讓人的權利。

本協議的修訂

44. 本公司可不時修訂本協議，有關修訂會於生效日期前最少 30 天，透過書面通知自動增值服務賬戶持有人及八達遞持有人，或按本公司的絕對酌情權決定，在修訂生效前於香港一份中文報章及一份英文報章上刊載以作為通知。本公司備有本協議文本之最新版本，可供自動增值服務賬戶持有人及/或八達遞持有人書面索閱。該最新版本亦可於本公司的網站 www.octopus.com.hk 查閱。於本協議的修訂生效後，如八達遞持有人繼續使用八達遞，將當作自動增值服務賬戶持有人及八達遞持有人接受有關修訂處理。

管轄法律及司法管轄權

45. 本協議受香港法律管轄。閣下及八達通卡有限公司不可撤銷地同意香港的法院對解決因本協議、本協議標的事項或構成所產生或與之相關的任何爭議或申索（不論是合約或非合約上的爭議或申索）具有專有管轄權。

八達通卡有限公司
牌照號碼：SVF0001

Documents Required

To expedite processing of your application, please attach below copies of documents:

- 1 Hong Kong Identity Card[^]
- 2 Income Proof* — Salary autopay record / bank statement for the latest 2 months; AND
— Tax demand note; or Payroll slip for the latest 2 months; or Employment letter;
or MPF Statement (must show the salary / contributions of the member)
- 3 Latest residential address proof, (e.g. water bill, electricity bill and gas bill or bank statement issued within the latest 3 months)
- 4 Your bank statement / savings passbook of your Transfer Account bearing your name and account number. (Applicable to application for Autopay)
- 5 Valid Student Identity Card front and back side (Applicable to Full-time University / Tertiary Student)

[^] If you are not Hong Kong permanent resident, please also attach copy of valid passport.

* If income proof cannot be enclosed, you can only attach items 1,3 and 4. If you are Full-time University / Tertiary Student, you can only attach items 1, 3, 4 and 5. If you are existing cardholder of any PrimeCredit Credit Card, no document is required to submit as long as no change in personal information, or else please submit the latest documents for record update.

Please note that this form and any document submitted will not be returned. PrimeCredit Limited may request additional documents for processing.



Application Method

2269 8822



2269 8833

EarnMORE Visa Card Cash Rebate Program Terms & Conditions

1. EarnMORE Visa Card Cash Rebate Program is applicable to the Cardholders of EarnMORE Visa Classic Card and EarnMORE Visa Platinum Card ("PrimeCredit Credit Card").
2. EarnMORE Visa Card cash rebate ("Cash Rebate") amount will be calculated by every single Eligible Retail Purchase Transaction made by PrimeCredit Credit Card. EarnMORE Visa Classic Card Cardholders will be awarded HK\$1 Cash Rebate for every Eligible Retail Purchase Transactions amount of HK\$150; EarnMORE Visa Platinum Card Cardholders will be awarded HK\$1 Cash Rebate for every Eligible Retail Purchase Transactions amount of HK\$100. If the Eligible Retail Purchase Transactions amount is less than HK\$150/ HK\$100, the Cash Rebate will be calculated on a pro-rata basis and rounded to the nearest 1 cent. PrimeCredit reserves the right to alter the Cash Rebate rate with prior notice.
3. Eligible Retail Purchase Transactions amount of the Cash Rebate Program includes all posted retail purchase transactions amount, excludes (without limitation) cash advance transaction amount, Credit Card charges (including annual fees, interest/finance charges, late charges, over-the-limit handling charges, cash advance handling fees and other charges), casino transactions amount, any money/electronic money transfer (including but not limited to person to person (P2P) payment services or mobile device/app/electronic funds transfer platform)/ reload of e-Wallets, cash out amount, cash instalment, instalment amount, unposted/cancelled/returned/counterfeit transactions amount and all unauthorized transactions amount, all Eligible Retail Purchase Transactions must be coincided with the records held by PrimeCredit ("Eligible Retail Purchase Transactions"). All Eligible Retail Purchase Transactions shall be determined based on the merchant codes assigned by PrimeCredit/relevant card associations worldwide and may be varied from time to time without prior notice. Eligible Retail Purchase Transactions shall be determined at the sole and absolute discretion of PrimeCredit.
4. The Cash Rebate is calculated on each statement date which is based on total Eligible Retail Purchase Transactions amounts record in each statement. The eligible Cash Rebate amount for each month will be credited into related PrimeCredit Credit Card account on next statement date and it will be shown on statement. There is no upper limit on Cash Rebate each month.
5. Once the Cash Rebate is issued and the value of any Eligible Retail Purchase Transactions forming part or all of the Cash Rebate is either refunded or cancelled, PrimeCredit has the right to debit an amount equivalent to the value of the Cash Rebate from the respective card account without prior notice.
6. **The PrimeCredit Credit Card account must be valid and in good financial standing on the date of crediting any Cash Rebate.** If the PrimeCredit Credit Card account is closed for whatever reason, all existing Cash Rebate and Cash Rebate not yet credited to the relevant card account will immediately be forfeited without prior notice.
7. Cash Rebate is non-transferable, non-exchangeable, non-refundable and cannot be exchanged for cash.
8. PrimeCredit reserves the right to debit an amount equivalent to the value of any Cash Rebate awarded directly from the relevant PrimeCredit Credit Card account in the case of finding invalid and/or corruption and/or fraud without prior notice and/or take legal action in such instances to recover any relevant amount.
9. PrimeCredit reserves the right to cancel and/or modify the above Cash Rebate Program and its relevant Terms and Conditions at any time without prior notice. In the event of any disputes, the decision of PrimeCredit shall be final and conclusive.

Terms and Conditions for PrimeCredit Credit Card Application

1. I understand that PrimeCredit Credit Card is issued by PrimeCredit Limited ("PrimeCredit") and the credit limit of PrimeCredit Credit Card is approved and made available by PrimeCredit. I confirm, warrant and represent to PrimeCredit that (1) the information stated in this application and the documents accompanied with this application are correct and complete and I authorize PrimeCredit to verify this from any source that PrimeCredit may choose, and (2) I am a Hong Kong resident aged 18 or above. I agree to be bound by the Terms and Conditions of PrimeCredit Credit Card Cardholder Agreement (the "Cardholder Agreement", highlights of which are appended to this application), and terms and conditions governing any other related services which are available upon request at any branch of PrimeCredit or through PrimeCredit Credit Card Customer Service Hotline at 2269 8899 (Classic Card) or 2269 8888 (Platinum Card) and will be sent to me with my Card on approval of the application or download from PrimeCredit website at www.primecredit.com.
2. I understand that I may enquire about the status of this application by using the Credit Card Application Hotline 2269 8822 provided by PrimeCredit and, where my application has been approved, activate the Card being applied for, in each case by using the Credit Card Activation Hotline at 2269 8812.
3. I understand that by submitting PrimeCredit Credit Card and / or Octopus Automatic Add-Value Service application in writing or by telephone, I will be deemed to have accepted all Terms and Conditions set out in this application form, its accompanying leaflet (if applicable), PrimeCredit website as well as all Terms and Conditions stated in Cardholder Agreement.
4. The Annualized Percentage Rate of Interest ("Customer APR") is a reference rate which includes the basic interest rate and other fees and charges of a product expressed as an annualized rate. APR to be charged is variable depending on each customer's individual credit standing. The Customer's APRs for retail purchases and cash advances (inclusive of Cash Advance Handling Fees), are specified on the Card Mailer that will be sent to the customer together with the Card upon approval of this application. PrimeCredit may in its sole discretion (subject to applicable laws and regulations) determine to establish different Customer APRs from time to time.
5. PrimeCredit may obtain a credit report on the customer from a credit reference agency in considering any application for credit facility with this application and subsequent reviews. In the event the customer wishes to access the credit report, PrimeCredit will advise the contact details of the relevant credit reference agency.
6. The approval of the Credit Card is subject to the final decision of PrimeCredit. Approved credit limit will be shared among all PrimeCredit Credit Card(s) under my name.
7. The annual fee of EarnMORE Visa Classic Card is HK\$250 / the annual fee of EarnMORE Visa Platinum Card is HK\$800. I understand that the annual fee will be debited from my Credit Card Account upon card approval annually. The annual fee of the first 2 years will be waived upon the card issuance (For Full-time University / Tertiary Student applicant, the annual fee of the first 5 years will be waived upon the card issuance). Interest-Free Payment Period for the Credit Card is up to 53 days (Cash Advance is not included).
8. PrimeCredit may pay or receive a fee or commission to or from a third party if I am introduced to PrimeCredit or by PrimeCredit (if required by law, after I have consented to the introduction). PrimeCredit will give me the details of those arrangements upon request.
9. If there is any inconsistency or conflict between the Cardholder Agreement and the above Terms and Conditions, the former shall prevail.

IMPORTANT NOTES

You are advised to read carefully the following major terms and conditions, and pay attention to the entire PrimeCredit Credit Card Cardholder Agreement (the "Cardholder Agreement"). Your attention is particularly drawn to the following major terms and conditions. You can also read the details at "www.primecredit.com" :

1. I shall sign the Card immediately upon receipt from PrimeCredit.
2. I shall at all times take reasonable care of my card and my Personal Identification Number ("PIN"), and keep my card safely under my control and my PIN secure and confidential. I agree not to allow any other person to use my card and PIN, not to choose obvious numbers for my PIN (such as HKID card number, date of birth, telephone number or other easily accessible personal information), not to use my PIN for accessing other services (for example, connection to the internet or accessing other websites). PrimeCredit shall not indemnify for any loss or damage incurred because my PIN has been known to other person.
3. I am liable for all transactions made using the Credit Card or the card number on such Credit Card.
4. I shall reject card transaction in excess of the credit limit. If I do not indicate rejection on the temporary credit limit extension service (if applicable), I will be deemed to have given consent to PrimeCredit to grant the temporary credit limit extension service to credit card(s). If my current balance debited in my account over my granted credit limit, an over-the-limit fee will be levied on my account. PrimeCredit has discretion to allow card transaction in excess of the credit limit without notice to me, unless I elect to opt out the over-the-limit facilities. Even if PrimeCredit has accepted my opt out request, card transaction which is not immediately processed by PrimeCredit or do not require PrimeCredit's authorization for effecting payment may still be allowed. Examples are: (i) Octopus Automatic Add-Value transactions; (ii) mobile or contactless payment transactions; (iii) transactions approved yet late posted; (iv) transactions where the posting amount exceeds the transaction amount due to currency exchange rate fluctuations in respect of foreign currency transactions; (v) stand-in authorization transactions. I shall be liable for the card transaction in excess of the credit limit. For enquiry on the above arrangement and the current over-the-limit fee, I can contact PrimeCredit Credit Card Customer Service Hotline at 2269 8899 (Classic Card) or 2269 8888 (Platinum Card).
5. I have to pay a late charge if I fail to pay the Minimum Payment Due specified in a statement before the Payment Due Date. Notwithstanding the stipulation of the Minimum Payment Due and the Payment Due Date in a statement, PrimeCredit may at any time demand immediate repayment of all sums outstanding on the Card Account or suspend the use of my Card.
6. Statements shall be considered conclusive if PrimeCredit does not receive my notice of errors or unauthorized transactions within 60 days from the statement date.
7. I may terminate the card service if I do not accept any amendment to the Cardholder Agreement proposed by PrimeCredit.
8. I shall be liable to indemnify PrimeCredit for all costs of recovery and enforcement, including but not limited to the fees of collection agencies and legal fees and expenses on an indemnity basis, which are of reasonable amount and reasonably incurred.
9. I shall promptly report any loss, theft, disclosure or unauthorized use of my card and my PIN to PrimeCredit. If this occurs overseas, I should notify members of card associations, as applicable. Then my maximum liability for unauthorized card transaction (other than cash advance) is **HK\$500** per Card. Such maximum liability will not cover if I have knowingly permitted third party to use my card and PIN or I have acted fraudulently or with gross negligence in using or safeguarding my card or PIN. My failure to follow any recommendation of PrimeCredit from time to time regarding the safekeeping of my card or PIN may be treated as gross negligence. I shall remain fully liable for such transactions made using my card.

If there is any inconsistency or conflict between the English and Chinese versions of the above Terms and Conditions, the English version shall prevail.

**Summary of Important Fees and Charges of
PrimeCredit EarnMore Visa Card
(Effective Date : 1 January 2019)**

| Interest Rates / Finance Charges | |
|---|--|
| Annualised Percentage Rate (APR) for Retail Purchase | 8.91% - 45.10% , please refer to the Card Mailer attached to your new credit Card for details. PrimeCredit will review the APR for the Cardholder from time to time. If the Cardholder does not pay the Statement Balance of a Statement in full or before Payment Due Date, finance charge will be applied on (i) the outstanding Statement Balance calculated and accrued on a daily basis from the Statement date preceding the said Payment Due Date; and (ii) the amount of each new transaction being posted after the Statement date preceding the said Payment Due Date accruing from the date of such transaction is posted until payment is made in full. |
| APR for Cash Advance | 20.45% - 47.97% , please refer to the Card Mailer attached to your new credit Card for details. PrimeCredit will review the APR for the Cardholder from time to time. Interest will be calculated on a daily basis accrues on the outstanding balance of each cash advance with effect from the date of the relevant Transaction Instruction to the date of repayment in full. |
| Delinquent APR | NIL |
| Interest Free Period | Up to 53 days |
| Minimum Payment Due | HK\$50 or the aggregate amount of all the following items (whichever is higher): (i) All finance charges and other fees & charges billed; (ii) 1% of statement balance (excluding all finance charges and other fees & charges); (iii) Outstanding Minimum Payment Due (when applicable); and (iv) Total over-the-limit amount (when applicable) |
| Fees | |
| Annual Fee | HK\$250 (Classic Card) HK\$800 (Platinum Card) |
| Cash Advance Fee | 1% of transaction amount or HK\$60 (whichever is higher) |
| Foreign Currency Transaction Fee | All transactions effected in a currency other than Hong Kong Dollars plus 1.95% (including 0.95% imposed by PrimeCredit and 1% of reimbursement charge imposed by Visa on PrimeCredit) |
| Fee relating to Settling Foreign Currency Transaction in Hong Kong Dollars | NIL Cardholders may sometimes be offered the option to settle foreign currency transactions in Hong Kong dollars at the point of sale overseas. Such option is a direct arrangement offered by the overseas merchants and not the card issuer. In such cases, Cardholders are reminded to ask the merchants for the foreign currency exchange rates and the percentage of handling fees to be applied before the transactions are entered into since settling foreign currency transactions in Hong Kong dollars may involve a cost higher than the foreign currency transaction handling fee. |
| Late Fee | Minimum Payment Due or HK\$250 (whichever is lower) |
| Over-the-limit Fee | HK\$180 per statement cycle |
| Direct Debit Authorization (DDA) Payment Return Fee | HK\$150 each item |

PrimeCredit reserves the right to vary the fees and charges for customers based on their account record from time to time by notice. The above items may from time to time vary by notice to customers.

Should there be any inconsistency between the English and the Chinese versions of this important Fees and Charges of PrimeCredit EarnMORE Visa Card, the English version shall prevail.

PrimeCredit Limited ("PCL") Notice to Customers and other individuals relating to the Personal Data (Privacy) Ordinance (the "Ordinance") and the Code of Practice on Consumer Credit Data

- (a) From time to time, it is necessary for *data subjects* to supply PCL with data in connection with the following matters such as:
- (i) (1) the opening or operation of *accounts*;
 - (2) the establishment or maintenance of facilities; and/ or
 - (3) the establishment or operation or provision of products or services offered by or through PCL (which include credit facilities, credit cards, financial and insurance as well as products and services relating to these);
- (collectively, *Facilities, Products and Services*), and/ or
- (ii) the receipt of supplies and services to PCL.
- (b) Failure to supply such data may result in PCL being unable to establish, maintain or provide *Facilities, Products and Services* to *data subject*.
- (c) It is also the case that data are collected by PCL from *data subjects* transacting with or through PCL in the ordinary course of PCL's business, for example, when *data subjects* write cheques or deposit money or effect transactions through credit cards.
- (d) Data relating to a *data subject* may be used for any one or more of the following purposes:
- (i) processing applications from the *data subject* (including assessing the merits and/ or suitability of the *data subject's* application(s) for the establishment of *Facilities, Products and Services*;
 - (ii) operating, maintaining and providing *Facilities, Products and Services* to the *data subject*;
 - (iii) conducting credit checks on *data subject* (whether in respect of an application for *Facilities, Products and Services* or during regular or special review which normally will take place once or more each year);
 - (iv) creating and maintaining PCL's credit scoring models;
 - (v) assisting other financial institutions to conduct credit checks and collect debts;
 - (vi) maintaining credit history of the *data subject* for present and future reference;
 - (vii) ensuring ongoing credit worthiness of the *data subject*;
 - (viii) designing credit facilities, credit cards, financial and insurance services or related products for the *data subject's* use;
 - (ix) marketing services, products and other subjects (please see further details in paragraph (g) below);
 - (x) determining the amounts of indebtedness owed to or by the *data subjects*;
 - (xi) enforcement of *data subjects'* obligations, including without limitation the collection of amounts outstanding from the *data subject* and those providing security for *data subjects'* obligations;
 - (xii) meeting or complying with the obligations, requirements or arrangements for *disclosing* and using data that apply to PCL or that it is expected to comply according to:
 - (1) any law or regulation binding on or applying to it within or outside the Hong Kong Special Administrative Region existing currently and in the future;
 - (2) any guidelines or guidance 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 the Hong Kong Special Administrative Region existing currently and in the future;
 - (3) any present or future contractual or other commitment with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers that is assumed by or imposed on PCL by reason of its financial, commercial, business or other interests or activities in or related to the jurisdiction of the relevant local or foreign legal, regulatory, governmental, tax, law enforcement or other authority, or self-regulatory or industry bodies or associations;
 - (xiii) meeting or complying with any obligations, requirements, policies, procedures, measures or arrangements for sharing data and information within PCL 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;
 - (xiv) enabling an actual or proposed assignee of PCL, or participant or sub-participant of PCL's rights in respect of the *data subject*, to evaluate the transaction intended to be the subject of the assignment, participation or sub-participation; and/ or
 - (xv) any other purposes relating to the purposes listed above.
- (e) Data held by PCL relating to a *data subject* will be kept confidential but PCL may provide, transfer or *disclose* such data or information to any one or more of the following parties (whether within or outside Hong Kong) for the purposes set out in paragraph (d) above:
- (i) any agent, contractor or third party service provider who provides

administrative, telecommunications, computer, payment or other services to PCL in connection with the establishment, operation, maintenance or provision of *Facilities, Products and Services*;

- (ii) any other person under a duty of confidentiality to PCL;
- (iii) the drawee bank providing a copy of a paid cheque (which may contain information about the payee) to the drawer;
- (iv) credit reference agencies and, in the event of default, to debt collection agencies;
- (v) any person or entity to whom PCL is under an obligation or otherwise required to make *disclosure* under the requirements of any law or regulation binding on or applying to PCL, or any *disclosure* under and for the purposes of any guidelines, guidance, directives, rules, codes, circulars or other similar documents 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 with which PCL is expected to comply, or any *disclosure* pursuant to any contractual or other commitment of PCL with local or foreign legal, regulatory, governmental, tax, law enforcement or other authorities, or self-regulatory or industry bodies or associations of financial services providers, all of which may be within or outside the Hong Kong Special Administrative Region and may be existing currently and in the future;
- (vi) any financial institution and merchant acquiring company with which a *data subject* has or proposes to have dealings;
- (vii) any actual or proposed assignee of PCL or participant or sub-participant or transferee of PCL's rights in respect of the *data subject*;
- (viii) any party giving or proposing to give a guarantee or third party security to guarantee or secure the *data subject's* obligations; and/ or
- (ix) (1) third party financial institutions, insurers, credit card companies and related services providers;
- (2) third party reward, loyalty, co-branding and privileges programme providers;
- (3) co-branding partners of PCL (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);
- (4) charitable or non-profit making organisations; and
- (5) 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 PCL engages for the purposes set out in paragraph (d)(ix) above.

Such information may be transferred to a place outside the Hong Kong Special Administrative Region.

- (f) (i) With respect to data in connection with mortgages applied by a *data subject* (in any *capacity*) 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 PCL, on its own behalf and/ or as agent, to a credit reference agency:
 - (1) full name;
 - (2) 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);
 - (3) Hong Kong Identity Card Number or travel document number;
 - (4) date of birth;
 - (5) correspondence address;
 - (6) mortgage account number in respect of each mortgage;
 - (7) type of the facility in respect of each mortgage;
 - (8) 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
 - (9) if any, mortgage account closed date in respect of each mortgage.
- (ii) The credit reference agency will use the above data supplied by PCL 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 the Hong Kong Special Administrative Region, 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).
- (iii) PCL may from time to time access the *mortgage count* held by the credit reference agency in the course of:
 - (1) considering mortgage loan application(s) made by the *data subject* (in any *capacity*);
 - (2) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any *capacity*) which is in default for a period of more than 60 days with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of such credit facility by PCL;
 - (3) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any *capacity*), where there is in place any debt restructuring, rescheduling or other modification of

the terms of such credit facility between PCL and the *data subject* consequent upon a default in the repayment of such credit facility for implementing such arrangement, and/ or

- (4) reviewing any credit facility (including mortgage loan) granted or to be granted to the *data subject* (in any *capacity*), with a view to putting in place any debt restructuring, rescheduling or other modification of the terms of any credit facility initiated by the request of the *data subject*.
- (iv) PCL may from time to time access the *mortgage count* held by the credit reference agency in the course of (after 31 March 2013):-
 - (1) reviewing and renewing mortgage loans granted or to be granted to the *data subject* (in any *capacity*); and/ or
 - (2) considering the application for credit facility (other than mortgage loan) by the *data subject* (in any *capacity* other than mortgagor) and/ or reviewing or renewing any facility (other than mortgage loan) granted or to be granted to the *data subject* (in any *capacity* other than mortgagor), in each case where such facility is in an amount not less than such level or to be determined by a mechanism as prescribed or approved by the Privacy Commissioner for Personal Data from time to time.
- (g) USE OF DATA IN DIRECT MARKETING
PCL intends to use the *data subject's* data in direct marketing and PCL requires the *data subject's* consent (which includes an indication of no objection) for that purpose. In this connection, please note that:
 - (i) the name, contact details, products and services portfolio information, transaction pattern and behaviour, financial background and demographic data of a *data subject* held by PCL from time to time may be used by PCL in direct marketing;
 - (ii) the following classes of services, products and subjects may be marketed:
 - (1) credit facilities, financial, insurance, credit card and related services and products;
 - (2) reward, loyalty or privileges programmes and related services and products;
 - (3) services and products offered by PCL's co-branding partners (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
 - (4) 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 other promotion activities, donations and contributions) solicited by PCL and/ or:
 - (1) third party financial institutions, insurers and credit card companies;
 - (2) third party reward, loyalty, co-branding or privileges programme providers;
 - (3) co-branding partners of PCL (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
 - (4) charitable or non-profit making organisations;
 - (iv) In addition to marketing the above services, products and subjects itself, PCL also intends to provide the data described in paragraph (g)(i) above to all or any of the persons described in paragraph (g)(iii) above for use by them in marketing those services, products and subjects, and PCL requires the *data subject's* written consent (which includes an indication of no objection) for that purpose;
 - (v) PCL may receive money or other property in return for providing the data to the other persons in paragraph (g)(iv) above and, when requesting the *data subject's* consent or no objection as described in paragraph (g)(iv) above, PCL will inform the *data subject* if it will receive any money or other property in return for providing the data to the other persons.

If a *data subject* does not wish PCL to use or provide to other persons his/ her data for use in direct marketing as described above, the *data subject* may exercise his/ her opt-out right by notifying PCL.

- (h) 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 PCL holds data about him and/ or access to such data;
 - (ii) to require PCL to correct any data relating to him which is inaccurate;
 - (iii) to ascertain PCL's policies and procedures in relation to data and to be informed of the kind of personal data held by PCL and/ or he/ she has access to;
 - (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 PCL to a credit reference agency, to instruct PCL, upon termination of the *account* by full repayment, to make a request to the credit reference agency to

Octopus Automatic Add Value Service Application Terms and Conditions

Terms of Application

- 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 includes 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 PCL to a 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)).
- (i) 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 (h)(v) above) may be retained by the credit reference agency until the expiry of five years from the date of final settlement of the amount in default.
 - (j) 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 (h)(v) above) may be retained by the credit reference agency, 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, whichever is earlier.
 - (k) In accordance with the terms of the Ordinance, PCL has the right to charge a reasonable fee for the processing of any data access request.
 - (l) Without limiting the generality of the foregoing, PCL may from time to time access the personal and *account* information or records of a *data subject* held by the credit reference agency for the purpose of reviewing any of the following matters in relation to the existing credit facilities granted to a *data subject* or a third party whose obligations are guaranteed by a *data subject*:
 - (i) an increase in the credit amount;
 - (ii) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount); and
 - (iii) the putting in place or the implementation of a scheme of arrangement with the *data subject* or the third party.
 - (m) PCL may have obtained a credit report on a *data subject* from a credit reference agency in considering any application for credit. In the event the *data subject* wishes to access the credit report, PCL will advise the contact details of the relevant credit reference agency.
 - (n) Data of a *data subject* may be processed, kept, transferred or *disclosed* in and to any country as PCL or any person who has obtained such data from PCL referred to in (e) above considers appropriate. Such data may also be processed, kept, transferred or *disclosed* in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such country.
 - (o) The person to whom requests for access to data or correction of data held by PCL, or for information regarding PCL's data policies and practices and kinds of data held by PCL are to be addressed is as follows: -
Data Protection Officer
PrimeCredit Limited
P.O. Box 23207, Wanchai Post Office, Hong Kong
Telephone: 21630201
Fax: 21343377
 - (p) Nothing in this Notice shall limit the rights of *data subjects* under the Personal Data (Privacy) Ordinance.

In this notice, unless inconsistent with the context or otherwise specified, the words in *italic* shall have the following meanings:
account means, for each facility, service or product which PCL may from time to time make available to the *data subjects*, the *account* that is, opened and/ or maintained in respect of it from time to time.

data subject(s) includes applicants for *Facilities, Products and Services*, customers, customers' spouses, security providers, referees, corporate officers and managers, suppliers, agents, contractors, service providers and other contractual counterparties and any third party transacting with or through PCL. *Disclose, disclosing or disclosure*, in relation to personal data, includes *disclose or disclosing* information inferred from the data.

in any capacity means whether as a borrower, mortgagor or guarantor and whether in the *data subject's* sole name or joint names with others.

mortgage count means the number of mortgage loans held by the *data subject (in any capacity)* with credit providers in the Hong Kong Special Administrative Region from time to time.

Should there be any inconsistencies between the English and Chinese versions, the English version shall prevail.

April 2013

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 this application or such other credit card account notified to us, Octopus Cards Limited, by you or your selected AAVS participating financial institution from time to time; "AAVS Account Holder" means the holder of the AAVS Account specified in this application form; and

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

2. Eligibility

(a) If you are holding a Hong Kong dollar credit card with an AAVS participating financial institution and 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.

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

3. Application for AAVS

(a) The Applicant should fill in the 8- or 9-digit number of his/ her *Octopus* in this application form and complete the application form as required. Once this application is approved, the *Octopus* will be registered under the Applicant's name and linked to the AAVS Account, and the Applicant will be notified of such approval. If the AAVS function is not yet activated, the Applicant is required to activate the function at designated locations. Activation of the AAVS function is only required for first time activation of the AAVS function or reactivation of the AAVS function following suspension.

(b) All *Octopus* linked with AAVS is not transferable and should not be used by any person other than the registered *Octopus* Holder.

(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. To apply for a Personalised *Octopus* with a student status, the Applicant should apply for such Personalised *Octopus* through his/ her school to the Customer Service Centres of the Service Providers which offer the student status (such as customer service centres of MTR at designated stations).

(d) Octopus Cards Limited, reserve the right to reject any application for AAVS at its 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* which 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 Octopus Cards Limited all costs and fees associated with the application of AAVS by all the Applicants in this application form.

5. Conditions of Issue of Octopus and AAVS Agreement

The use of an *Octopus* and the AAVS respectively are subject to the terms of the Conditions of Issue of Octopus (the "Conditions of Issue") and the AAVS Agreement issued by Octopus Cards Limited, as amended from time to time, and these Terms of Application (these "Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement issued by Octopus Cards Limited and these Terms, the Conditions of Issue and the AAVS Agreement shall prevail. By signing this application form, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement are distributed to the applicants together with this application form. Copies of the Conditions of Issue can be obtained from us or downloaded from our website at www.octopus.com.hk.

6. Lost Octopus

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

7. Personal Data

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

8. English Version Prevails

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

Octopus Automatic Add Value Agreement

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

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

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

Introduction

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

Definitions and General Provisions

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

Octopus by the Automatic Add Value Service, unless the *Octopus* Holder is a minor or otherwise does not have full legal capacity, in which case, the parent or guardian of such *Octopus* Holder and the AAVS Account Holder shall be jointly and severally liable to us.

6. The *Octopus* Holder agrees to be bound by the Conditions of Issue and unless stated otherwise, use of defined terms in this Agreement shall have the same meaning in the Conditions of Issue. If there is any conflict between this Agreement and the Conditions of Issue, this Agreement shall prevail.
7. The Chinese translation of this Agreement is provided for reference only. In case of any discrepancy between the English version and the Chinese translation, the English version shall prevail.

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 and this Notice is the basis upon which we collect, hold, process and use the Data.
34. If the AAVS Account Holder and/or the *Octopus* Holder does not provide his/her personal data to us, we may be unable to provide the AAVS Account Holder and/or the *Octopus* Holder with the Automatic Add Value Service.
35. **Purpose:** Each of the AAVS Account Holder and the *Octopus* Holder agrees that his / her Data may be used for the following purposes:-
- (a) processing the application for the Automatic Add Value Service;
 - (b) collecting money due from the AAVS Account Holder and/or the *Octopus* Holder, whether from the AAVS Account or otherwise;
 - (c) verifying any information and records relating to the AAVS Account Holder and/or the *Octopus* Holder;
 - (d) management, operation and maintenance of the *Octopus* payment system, including audit and exercising our rights and the rights of the AAVS Account Holder and/or *Octopus* Holder under the Conditions of Issue and this Agreement;
 - (e) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, our direct holding company and its subsidiaries);
 - (f) communication by us to the AAVS Account Holder and/or the *Octopus* Holder;
 - (g) investigation of complaints, suspected suspicious transactions and research for service improvement;
 - (h) prevention or detection of crime; and
 - (i) disclosure as required by law, rules, regulations, codes or guidelines.
36. **Transfer:** Data will be kept confidential by us, but each of the AAVS Account Holder and *Octopus* Holder agrees that for the purpose(s)

set out in Clause 35 above, we may transfer or disclose such Data to the following parties within Hong Kong (except that the parties set out in Clauses 36(a) and 36(b) below may be located outside Hong Kong):

- (a) issuers of *Bank Co-Brand Octopus* and Financial Institutions which owe a duty of confidentiality to us and with which the AAVS Account Holder and/or *Octopus* Holder has selected to register;
- (b) our agents or contractors under a duty of confidentiality to us who provide administrative, telecommunications, computer, anti-money laundering and counter terrorist financing intelligence, payment, data processing or other services to us in connection with the operation of our business (such as professional advisors, call centre service providers or debt collection agencies (in the event of any money due to us by the AAVS Account Holder and/or the *Octopus* Holder), courier, gift redemption centres or data entry companies);
- (c) our subsidiaries and/or our affiliates which owe a duty of confidentiality to us; and
- (d) any law enforcement agencies and/or regulatory bodies for compliance with applicable laws, rules, regulations, codes and/or guidelines and/or any person or entity to whom we, our subsidiaries and/or affiliates are under a binding obligation to satisfy a legally enforceable demand for disclosure under the requirements of any law, rule, regulation, code and/or guideline and/or order of any competent court of law, law enforcement agencies and/or regulatory bodies, but such disclosure will only be made under proper authority.

37. **Access:** Each of the AAVS Account Holder and the *Octopus* Holder has the right to:

- (a) check whether we hold Data and to have access to that Data;
- (b) require us to correct any Data which is inaccurate; and
- (c) ascertain our policies and practices in relation to Data and to be informed of the kind of Data held by us.

38. We reserve the right to charge the AAVS Account Holder and/or *Octopus* Holder a reasonable fee for complying with any request for access to his/her Data.

39. Any Data access request should be made in writing to:

The Data Protection Officer
Octopus Cards Limited
46/F, Manhattan Place
23 Wang Tai Road
Kowloon Bay
Kowloon
Hong Kong
Email: dpo@octopus.com.hk

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

Deductions by Mistake

41. Each of the AAVS Account Holder and the *Octopus* Holder must ensure that the AAVS Account Holder shall:-

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

Termination

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

Rights of Third Parties

43. This Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights. No third party shall have any right to enforce or rely on any provision of this Agreement which does or may confer any right or benefit on any third party, directly or indirectly, expressly or impliedly. The application of any legislation giving rise to or conferring on third parties contractual or other rights (including, but not limited to, the Contracts (Rights of Third Parties) Ordinance) in connection with this Agreement is hereby expressly excluded. For the

avoidance of doubt, nothing in this Agreement shall affect the rights of any permitted assignee or transferee of this Agreement.

Changes to this Agreement

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

Governing Law and Jurisdiction

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

Octopus Cards Limited
SVF Licence Number: SVF0001