

Application Form for ICBC (Asia) Credit Card Octopus Automatic Add Value Service

ICBC Credit Card "Octopus Automatic Add-Value Service"(AAVS) is applicable to Principal Physical Cardholders only (exclude for Virtual Card and Corporate Card).

Terms of Application

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

For the purposes of the Octopus Automatic Add Value Agreement (published by Octopus Cards Limited, as amended from time to time)("AAVS Agreement") and this application form:-

"AAVS" means automatic add value services of *Octopus*;

"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 as specified in this application form; and

"Octopus Holder" means the user of an *Octopus* who may be an AAVS Account Holder or who has linked his/her *Octopus* to an AAVS Account in the name of one of his/her family members or friends as specified in 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. However, each *Octopus* must be linked to a different financial institution. In addition, you can also apply for AAVS to be linked to an *Octopus* belonging to your family members, friends or relatives aged 12 or above (you and such other persons together are referred to as the "Applicants"). However, each *Octopus* can be linked to only one AAVS Account.

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

3. Application for AAVS

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

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

(c) For an Applicant who already has a Personalised *Octopus* with his/her student status recorded on it, the Applicant may use this application form to apply for the AAVS.

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

4. Fee

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

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

(c) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application and/or the use of the 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 (published by Octopus Cards Limited, as amended from time to time) (the "Conditions of Issue") and the AAVS Agreement, and these terms of application (these "Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement 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. A copy of the AAVS Agreement is distributed to the Applicants together with this application form. Latest version of the Conditions of Issue can be obtained from us or downloaded from the website of Octopus Cards Limited at www.octopus.com.hk.

6. Lost Octopus

You agree that if you lose your *Octopus* linked with AAVS, you should report such loss to Octopus Cards Limited immediately by calling the Lost Octopus Reporting Hotline at 2266 2266. If your *Octopus* linked with AAVS or the *Octopus* of relevant *Octopus* Holder linked with AAVS is reported lost, this lost *Octopus* service will protect you, 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 each of the Applicants to provide his/her personal data to us in connection with the application of the AAVS. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS for his/her use. Each Applicant authorises the selected AAVS participating financial institution 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 the selected AAVS participating financial institution may possess for processing this application and operating the AAVS. By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement which is enclosed in this application form.

8. English Version Prevails

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

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

SECTION A - AAVS Account Holder Information

Title	<input type="checkbox"/> Male English Name (Name as appeared on your HKID Card / Passport)	Chinese Name
	<input type="checkbox"/> Female	
* Hong Kong Identity Card / Passport Number	Date of Birth	
	[] [] DD [] [] MM [] [] [] [] YYYY	
Contact Telephone Numbers		
(Home)	(Office)	(Mobile)
Email		
ICBC Principal Credit Card Number		
(Applicable for existing credit cardholder only)		
[] [] [] [] [] [] — [] [] [] [] [] [] — [] [] [] [] [] [] — [] [] [] [] [] []		

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

1st Applicant – the AAVS Account Holder (This sub-section is to be completed by the AAVS Account Holder.)

I would like to apply for the AAVS using my Octopus number [] [] [] [] [] [] [] [] [] [] () .
 My desired amount for every auto-reload transaction is HK\$500 HK\$250 HK\$150
 (If applicant does not check any of the box, the every auto-reload transaction amount will be defaulted as HK\$250.) **OR**
 I would like to apply the AAVS for the following Applicant(s).

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

Title Male English Name (Name as appeared on your HKID Card / Passport) Chinese Name
 Female
 * Hong Kong Identity Card / Passport Number Date of Birth
 [] [] DD [] [] MM [] [] [] [] YYYY

Contact Telephone Numbers

(Home) (Office) (Mobile) Email

I would like to apply for the AAVS using my Octopus number [] [] [] [] [] [] [] [] [] [] () .
 My desired amount for every auto-reload transaction is HK\$500 HK\$250 HK\$150
 (If applicant does not check any of the box, the every auto-reload transaction amount will be defaulted as HK\$250.)

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

Title Male English Name (Name as appeared on your HKID Card / Passport) Chinese Name
 Female
 * Hong Kong Identity Card / Passport Number Date of Birth
 [] [] DD [] [] MM [] [] [] [] YYYY

Contact Telephone Numbers

(Home) (Office) (Mobile) Email

I would like to apply for the AAVS using my Octopus number [] [] [] [] [] [] [] [] [] [] () .
 My desired amount for every auto-reload transaction is HK\$500 HK\$250 HK\$150
 (If applicant does not check any of the box, the every auto-reload transaction amount will be defaulted as HK\$250.)

ICBC (Asia) 24-hour Customer Service Hotline
218 95588

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

Declaration

I/We hereby declare and confirm that all information in respect of me/us provided in this application form is true, accurate and complete to the best of my/our information, knowledge and belief. I/We also confirm that I/we have read and agree to be bound by the Terms of Application, the AAVS Agreement and the Conditions of Issue (as amended by Octopus Cards Limited from time to time) in the use of the AAVS and the Octopus. I/We acknowledge and agree that upon the approval of the Automatic Add Value Service, my/our personal data provided in this application will be associated with my Octopus. By signing this application form, I/we agree that I/we have read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement.

As the AAVS Account Holder, I also agree to be liable for all fees associated with the application by all the Applicants in this Application Form in respect of the AAVS as set out herein. I authorise Industrial and Commercial Bank of China (Asia) Limited(the"Bank") to pay Octopus Cards Limited in accordance with such instructions as it may receive from Octopus Cards Limited from time to time. I promise to reimburse the Bank subject to and in accordance with the ICBC Credit Card Cardholder Agreement.

X _____ X _____ X _____
 Signature of AAVS Account Holder (1st applicant) # Signature of 2nd Applicant # Signature of 3rd Applicant
 (same as appeared on ICBC Credit Card)
 Date _____ Date _____ Date _____

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

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

FOR BANK USE ONLY

SV	INPUT	CHK	APP	DCL	RMK
BRANCH / DEPT CODE :			STAFF CODE : S		

Please mail the completed application form together with copies of supporting document to :
 ICBC (Asia) Credit Card Centre, P.O. Box No. 27, General Post Office, Hong Kong

OBM - 0428/2004/228

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.