

Terms Of Application

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

For the purposes of the Octopus Automatic Add Value Agreement ("AAVS Agreement") and this application form:-

"AAVS Account" means the credit card account specified in 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. In addition, you can also apply for the 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"), up to a maximum of three *Octopus* in aggregate. 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 *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 his/her *Octopus* number 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* 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. To apply for a Personalised *Octopus* with a student status, the Applicant should apply for such Personalised *Octopus* through his/her school or the Customer Service Centres of the Service Providers which offer the student status (such as customer service centres of MTR at designated stations).

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

4. Fee

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

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

(c) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS 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. Loss *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 each of the Applicants to provide his/her personal data to us in connection with obtaining 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.

8. English Version Prevails

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