

BEA Credit Card Octopus Automatic Add Value Service and Personalised Octopus Application Form

東亞銀行信用卡「八達通自動增值」服務及個人八達通申請表



You can apply for the Octopus Automatic Add Value Service ("AAVS") for yourself and up to three friends or family members aged 12 or above.¹

你可替自己及最多三位年滿12歲或以上的親友申請「八達通自動增值」服務（「自動增值服務」）。¹

**Apply for the AAVS to enjoy greater convenience & benefits:
申請自動增值服務簡單方便，更可享種種好處：**

1 Easy Application

If you have an Octopus card or related product ("Octopus") and a BEA Credit Card², simply complete the AAVS application form and send it to our Retail Lending Services Department or any BEA branch. If you do not have a BEA Credit Card, please submit this application together with a completed credit card application form and the required documents³.

申請手續簡便

你只需擁有八達通卡或相關產品（「八達通」）及東亞銀行信用卡²，填妥自動增值服務申請表格並寄回本行的零售信貸服務部或交回任何一間東亞銀行分行。如未有東亞銀行信用卡，請將此申請連同信用卡申請表格及所需文件一併遞交³。

Automatic Add Value⁴

When your Octopus' remaining value is zero, negative, or insufficient to cover the full amount of a transaction, your BEA Credit Card will automatically transfer HK\$250 or HK\$500⁵ to your Octopus.

即時自動增值⁴

每當你使用八達通付款時，若八達通餘額到達零、負數或不足繳付所需費用時，東亞銀行信用卡將自動為你增值HK\$250或HK\$500⁵。

3 Enjoy Bonus Points or Cash Rebates

You can also enjoy Bonus Points or cash rebates⁶ for each auto-reload with your BEA Credit Card.

獲享獎分或現金回贈

每次透過東亞銀行信用卡自動增值均可獲享獎分或現金回贈⁶。

Remarks:

¹ Applying for the AAVS for a maximum of three friends or family members aged 12 or above is only applicable to principal cardholders.

² The AAVS is applicable to BEA Credit Card, co-branded / affinity cards, or BEA CUP Dual Currency PLATINUM Credit Card HKD Account, BEA Prepaid Card, BEA Traveller's Card, BEA Corporate Card, and BEA Renminbi Credit Card are excluded.

³ Processing of the AAVS takes about 8-15 working days.

⁴ Each Octopus can only be automatically reloaded once a day.

⁵ Should applicants who opt for auto-reloading HK\$500 per transaction want to switch to another bank that only provides the option of auto-reloading HK\$250 per transaction thereafter, applicants should either change the auto-reloading amount to HK\$250 or cancel the AAVS linked with the existing credit card before switching to another bank. Applicants are required to pay Octopus Cards Limited a non-refundable handling fee.

⁶ Cash rebate is only applicable to BEA JCB PLATINUM Card and Henderson Club Credit Cardholders who have chosen auto-redemption of cash rebate.

備註：

¹ 為合共最多三位年滿12歲或以上的親友申請自動增值服務只適用於主卡持卡人。

² 自動增值服務適用於東亞銀行信用卡、聯營卡或東亞銀行銀聯雙幣白金信用卡港幣賬戶，但不適用於東亞銀行預繳卡、東亞銀行旅遊卡、東亞銀行公司卡及東亞銀行人民幣信用卡。

³ 辦理自動增值服務需時約8-15個工作天。

⁴ 每張八達通每日只可自動增值一次。

⁵ 選擇設定每次自動增值金額為HK\$500之申請人如日後欲轉換其他銀行為其提供自動增值服務，而若該銀行只提供每次自動增值HK\$250之選擇，申請人需先行更改每次自動增值金額至HK\$250，方可轉換銀行；或取消現有信用卡之自動增值服務後，重新申請該銀行之自動增值服務。申請人需繳付八達通卡有限公司有關手續費。

⁶ 現金回贈只適用於東亞銀行JCB白金卡及已選擇將獎分自動兌換現金回贈之恒地會信用卡客戶。

BEA will notify the AAVS Account Holder by mail when Personalised Octopus applied through this application form are ready to be collected. Please select the BEA branch for collecting all the Personalised Octopus by the AAVS Account Holder.

東亞銀行將以專函通知自動增值服務賬戶持有人有關領取此申請表申請之個人八達通。請選擇將由自動增值服務賬戶持有人領取所有個人八達通之東亞銀行分行。

Collection Point 領取地點

Hong Kong Island Branches 香港分行

<input type="checkbox"/> (14) Main Central and Western District <input type="checkbox"/> (16) 88 Des Voeux Road West <input type="checkbox"/> (68) Bonham Road <input type="checkbox"/> (84) Caine Road <input type="checkbox"/> (214) Central <input type="checkbox"/> (77) Kennedy Town Centre <input type="checkbox"/> (87) Queen's Road Central <input type="checkbox"/> (40) Sheung Wan <input type="checkbox"/> (76) The University of Hong Kong	總行 中西區 德輔道西88號 般含道 堅道 中區 堅城中心 皇后大道中 上環 香港大學	<input type="checkbox"/> (136) United Centre Wanchai District <input type="checkbox"/> (129) BEA Harbour View Centre <input type="checkbox"/> (18) Causeway Bay <input type="checkbox"/> (34) Happy Valley <input type="checkbox"/> (38) 399 Hennessy Road <input type="checkbox"/> (92) Queen's Road East <input type="checkbox"/> (21) Wanchai Southern District <input type="checkbox"/> (19) Aberdeen	統一中心 灣仔區 東亞銀行港灣中心 銅鑼灣 跑馬地 軒尼詩道399號 皇后大道東 灣仔 南區 香港仔	Eastern District <input type="checkbox"/> (44) Chai Wan <input type="checkbox"/> (88) King's Road <input type="checkbox"/> (33) North Point <input type="checkbox"/> (30) Quarry Bay <input type="checkbox"/> (26) Shaukiwan <input type="checkbox"/> (79) Siu Sai Wan <input type="checkbox"/> (55) Taikoo Shing	東區 柴灣 英皇道 北角 鯉魚涌 筲箕灣 小西灣 太古城
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Kowloon Branches 九龍分行

Yau Tsim Mong District <input type="checkbox"/> (53) East Tsim Sha Tsui <input type="checkbox"/> (39) Jordan <input type="checkbox"/> (143) Kowloon Station <input type="checkbox"/> (22) Langham Place <input type="checkbox"/> (15) Mongkok <input type="checkbox"/> (128) Mongkok North <input type="checkbox"/> (130) Olympian City <input type="checkbox"/> (120) One Peking <input type="checkbox"/> (133) Prince Edward <input type="checkbox"/> (23) Tsim Sha Tsui <input type="checkbox"/> (113) Yaumatei Kowloon City District <input type="checkbox"/> (100) Festival Walk	油尖旺區 尖東 佐敦 九龍站 朗豪坊 旺角 旺角北 奧海城 北京道1號 太子 尖沙咀 油麻地 九龍城區 又一城	<input type="checkbox"/> (104) Hong Kong Baptist University <input type="checkbox"/> (112) Kowloon City <input type="checkbox"/> (35) Ma Tau Wei Road <input type="checkbox"/> (134) Metropolis <input type="checkbox"/> (54) Pau Chung Street <input type="checkbox"/> (132) The Hong Kong Polytechnic University <input type="checkbox"/> (91) Waterloo Road <input type="checkbox"/> (93) Whampoa Garden Wong Tai Sin District <input type="checkbox"/> (66) Chuk Yuen Estate <input type="checkbox"/> (64) Lok Fu <input type="checkbox"/> (62) Wong Tai Sin <input type="checkbox"/> (25) San Po Kong <input type="checkbox"/> (46) Tsz Wan Shan	香港浸會大學 九龍城 馬頭圍道 國際都會 炮仗街 香港理工大學 窩打老道 黃埔花園 黃大仙區 竹園邨 樂富 黃大仙 新蒲崗 慈雲山	Kwun Tong District <input type="checkbox"/> (99) Amoy Plaza <input type="checkbox"/> (85) Hoi Yuen Road <input type="checkbox"/> (31) Kwun Tong <input type="checkbox"/> (86) Laguna City <input type="checkbox"/> (137) Millennium City 5 Shamshuipo District <input type="checkbox"/> (27) Castle Peak Road <input type="checkbox"/> (146) Cheung Sha Wan Plaza <input type="checkbox"/> (43) Cheung Sha Wan Road <input type="checkbox"/> (73) Mei Foo Sun Chuen <input type="checkbox"/> (47) Tai Hang Tung	觀塘區 淘大商場 開源道 觀塘 麗港城 創紀之城五期 深水埗區 青山道 長沙灣廣場 長沙灣道 美孚新邨 大坑東
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New Territories Branches 新界分行

Kwai Tsing District <input type="checkbox"/> (32) Ha Kwai Chung <input type="checkbox"/> (29) Sheung Kwai Chung <input type="checkbox"/> (71) Maritime Square Tsuen Wan District <input type="checkbox"/> (36) Tsuen Wan Tuen Mun District <input type="checkbox"/> (82) Lingnan University <input type="checkbox"/> (69) Tuen Mun <input type="checkbox"/> (49) Tuen Mun Town Plaza Yuen Long District <input type="checkbox"/> (102) Tin Shui Wai	葵青區 下葵涌 上葵涌 青衣城 荃灣區 荃灣 屯門區 嶺南大學 屯門 屯門市廣場 元朗區 天水圍	<input type="checkbox"/> (42) Yuen Long Sai Kung District <input type="checkbox"/> (81) East Point City <input type="checkbox"/> (105) Metro City Plaza <input type="checkbox"/> (135) Park Central <input type="checkbox"/> (142) Sai Kung <input type="checkbox"/> (144) The Hong Kong University of Science and Technology <input type="checkbox"/> (141) Tiu Keng Leng Shatin District <input type="checkbox"/> (83) Ma On Shan Plaza <input type="checkbox"/> (57) Shatin Plaza	元朗 西貢區 東港城 新都城中心 將軍澳中心 西貢 香港科技大學 調景嶺 沙田區 馬鞍山廣場 沙田廣場	<input type="checkbox"/> (63) Sun Chui Estate <input type="checkbox"/> (59) Tai Wai <input type="checkbox"/> (139) The Chinese University of Hong Kong Tai Po District <input type="checkbox"/> (95) The Hong Kong Institute of Education <input type="checkbox"/> (51) Tai Po <input type="checkbox"/> (65) Tai Po Plaza <input type="checkbox"/> (145) Tai Wo North District <input type="checkbox"/> (56) Fanling <input type="checkbox"/> (50) Sheung Shui	新翠邨 大圍 中文大學 大埔區 香港教育學院 大埔 大埔廣場 太和 北區 粉嶺 上水
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Outlying Islands Branches 離島分行

<input type="checkbox"/> (94) Fu Tung Estate <input type="checkbox"/> (117) Silvermine Bay	富東邨 梅窩	<input type="checkbox"/> (115) Tai O <input type="checkbox"/> (111) Cheung Chau	大澳 長洲
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For the updated BEA branches details, please refer to BEA website www.hkbea.com. 最新之東亞銀行分行詳情，請參閱東亞銀行網址 www.hkbea.com。

Terms of Application 申請條款

- Definitions of "AAVS Account", "AAVS Account Holder" and "Octopus Holder"** For the purposes of the Octopus Automatic Add Value Agreement ("AAVS Agreement") and this application form: "AAVS Account" means the credit card account specified in Section A of this application or such other credit card account notified to Octopus Cards Limited ("We") by BEA or the AAVS Account Holder from time to time; "AAVS Account Holder" means the person specified in Section A of this application form; and "Octopus Holder" means any one of the persons specified in Section B of this application form. **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」即指此申請表甲部內所指的信用卡賬戶，或不時由東亞銀行或自動增值服務賬戶持有人通知八達通卡有限公司（「本公司」）的其他信用卡賬戶。「自動增值服務賬戶持有人」即指此申請表甲部內的人士。「八達通持有人」即指此申請表乙部內的人士。
- Eligibility** (a) If you are a BEA Credit Cardholder aged 18 or above, you may apply for the 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, given you are a principal cardholder, you may apply for the AAVS to be linked to an Octopus belonging to your friends or family members aged 12 or above (you and such other persons together are referred as the "Applicants"), up to a maximum of three Octopus in aggregate. If an Octopus Holder applies for the AAVS with another Octopus, this must be through a different financial institution. Furthermore, each Octopus can be linked to only one AAVS. (b) In using this application form, each of the Applicants must either apply for the AAVS with an existing Octopus or to apply for the AAVS and a Personalised Octopus at the same time. All value added to the designated Octopus or Personalised Octopus of the Applicants through the AAVS will be charged to the AAVS Account. **2. 申請資格** (a) 如閣下是年滿18歲之東亞銀行信用卡客戶，可為閣下個人擁有的八達通（合計最多三張）申請自動增值服務，但須分別透過不同的金融機構辦理。同時如閣下為主卡持卡人，閣下也可為年滿12歲或以上的親友（閣下與親友下列統稱為「申請人」）的八達通（合計最多三張）申請自動增值服務。如八達通持有人憑其他八達通申請自動增值服務，亦須透過不同的金融機構辦理。此外，每張八達通只可申請一項自動增值服務。(b) 申請人於申請自動增值服務時，均須持有八達通或可憑此申請表同時申請個人八達通。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。
- Application for the AAVS and Personalised Octopus** (a) If an Applicant has an existing Octopus and does not wish to apply for a Personalised Octopus, the Applicant should fill in the 8- or 9-digit serial number of his/her Octopus in this application form and complete the application form as required. Once this application is approved by us, the Octopus will be registered under the Applicant's name and linked to the AAVS Account, and the Applicant will be notified of such approval. If the AAVS function is not yet activated, the Applicant is required to activate the function at designated locations. (b) If any Applicant would like to apply for a Personalised Octopus (other than one with the student status recorded on it), he/she can apply for one by ticking the appropriate box in this application form. (c) All Octopus linked with the AAVS and Personalised Octopus should not be transferred to or used by a person other than the relevant Octopus Holders. (d) 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). (e) We reserve the right to reject any application for the AAVS and/or Personalised Octopus at our sole and absolute discretion. **3. 申請自動增值服務及個人八達通** (a) 已持有八達通及不用申請個人八達通之申請人，須於此申請表內填上其八達通的8或9位之編號並填妥此申請表。申請一經本公司接納，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戶中心或售票處啟動自動增值功能。(b) 如欲申請個人八達通（但不包括有學生身份記錄之個人八達通），申請人可於此申請表內適當的空格內選擇申請個人八達通。(c) 所有附有自動增值功能之八達通及個人八達通均不得轉讓予他人或借給他人使用。(d) 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，則必須透過所就讀院校或有關交通機構（如指定車站之港鐵客戶中心）申請。(e) 本公司保留不接受任何就自動增值服務及/或個人八達通申請之權利，而無須提供任何理由。
- 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 the 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 the 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) If you are applying for the AAVS and a Personalised Octopus, the cost associated with obtaining a Personalised Octopus is HK\$100 which includes a HK\$50 deposit, HK\$30 initial stored value and HK\$20 administrative fee for the issue of the Personalised Octopus. The application cost will be charged to the AAVS Account. (d) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of the AAVS and/or Personalised Octopus by all the Applicants in section B of this application form. **4. 費用** (a) 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，本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。(b) 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，本公司則會豁免收取申請費用。(c) 若閣下申請自動增值服務並同時申請個人八達通，個人八達通的收費為HK\$100，包括HK\$50按金、HK\$30儲值額及HK\$20不可退還手續費，上述費用將於自動增值服務賬戶內扣除。(d) 作為自動增值服務賬戶持有人，閣下同意為申請表乙部的每項申請向本公司繳付有關費用。
- Conditions of Issue of Octopus and Octopus Automatic Add Value Agreement** The use of an Octopus and the AAVS are subject to the terms of the Conditions of Issue of Octopus (the "Conditions of Issue") and the AAVS Agreement we publish (as amended from time to time), and these Terms of Application ("Terms"). If there is any inconsistency between the Conditions of Issue, the AAVS Agreement and these Terms, these Terms shall prevail. By signing this application form, each of the Applicants agrees to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement are distributed to the Applicants together with this application form. Copies of the Conditions of Issue can be obtained from us or downloaded from our website at www.octopus.com.hk. **5. 八達通發卡條款及八達通自動增值協議** 使用八達通及自動增值服務必須接受由本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所約束。若發卡條款、自動增值協議及本申請條款之間有任何不相符之處，則應以本申請條款為準。申請人如簽署本申請表，即表示其同意遵守發卡條款、自動增值協議及本申請條款和受其約束。自動增值協議的文本已與此申請表一併派發，發卡條款的文本可向本公司索取或於本公司的網頁(www.octopus.com.hk)下載。
- Card Loss** You agree that if you lose your Octopus linked with the AAVS or your Personalised Octopus, you shall report such loss to us immediately by calling the Octopus Lost-card Hotline (2266 2266). You, as the AAVS Account Holder or the relevant Octopus Holder, shall be liable for the aggregate value added to the lost Octopus by the AAVS within 6 hours after the loss report, but such liability shall be limited to the daily maximum automatic add value amount as stipulated by us from time to time. **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或個人八達通，應即時透過八達通卡報失熱線(2266 2266)向本公司報失。自動增值服務賬戶持有人及有關之八達通持有人須負責支付在報失後6小時內有關八達通透過自動增值服務所增添的價值，但不會超過由本公司不時訂定之每日最高自動增值額。
- Return of Personalised Octopus** You agree that we are entitled to deduct HK\$10 (or such other reasonable amount as we may determine from time to time) as the refund handling fee from the deposit when you return your Personalised Octopus to us. **7. 退還個人八達通** 閣下同意如退還個人八達通，本公司有權從按金中扣取HK\$10(或本公司全權決定的金額)作為退卡手續費。
- Uncollected Personalised Octopus** (a) Following the approval of your application for a Personalised Octopus and the AAVS, you will be notified how to collect your Personalised Octopus. (b) If you do not collect the Personalised Octopus within six months from the notification, we shall destroy your Personalised Octopus, and forfeit the deposit and any remaining value stored in your Personalised Octopus. **8. 無人領取個人八達通** (a) 閣下個人八達通和自動增值服務之申請被接納後，閣下將獲通知怎樣領取閣下之個人八達通。(b) 若閣下未能於該通知起計六個月內領取閣下之個人八達通，本公司將會銷毀閣下之個人八達通，並沒收其按金及儲值餘額。
- Personal Data** It is necessary for each of the Applicants to provide his/her personal data to us in connection with obtaining the AAVS and the Personalised Octopus. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS or issue a Personalised Octopus for his/her use. By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement which is attached in this application. **9. 個人資料** 如欲申請自動增值服務及個人八達通，每位申請人必須向本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，本公司將無法向其提供自動增值服務或/及發出個人八達通。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。
- English Version Prevails** In case of any discrepancy between the English and Chinese versions of this Terms of Application, the English version shall prevail. **10. 英文本為準** 本申請條款的中、英文本之間有任何歧義，則應以英文本為準。

FOR BANK USE ONLY 銀行專用

APP	DEC
SC	
A/C No.	DD
VF	

Octopus Automatic Add Value Agreement



1. This Agreement is effective from 3 November, 2008.

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 card or product ("product" means a consumer item incorporating our technology such as watch, phone cover, keyring etc.) which we will refer to as Octopus below, 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 used 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 Octopus if the value stored in 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 Issued Octopus* means a card or product with Octopus function issued by a bank or financial services company authorised by us and subject to the terms and conditions of the cardholder agreement of that issuing bank or financial services company;
 - *Conditions of Issue* means the Conditions of Issue of Octopus published by us as amended from time to time;
 - *Deposit* means the deposit paid as security for the Octopus as described in the Conditions of Issue;
 - *Financial Institution* means the company that manages the AAVS Account, usually a bank or credit card company;
 - *Octopus* has the meaning as defined in the Conditions of Issue;
 - *Octopus Holder* means a user of an Octopus who may be an AAVS Account Holder or his/her family and friend(s) who have applied to link their Octopus to the AAVS Account;
 - *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 Providers* means organisations participating in the Octopus Payment System whose goods and services may be paid for through the Octopus; and
 - *Value* means the electronic value recognised by the Octopus Payment System.
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 without limitation, in respect of all value added to the Octopus by the Automatic Add Value Service, unless the Octopus Holder is a minor or otherwise does not have full legal capacity.
6. The Octopus Holder agrees to be bound by 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 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 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 Octopus by means of the Automatic Add Value Service and of any amounts due from the AAVS Account Holder and the Octopus Holder to us except for any manifest error on our part.

Direct Debit

15. For any value added to 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 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 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 remaining value in 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 administration fee).
21. If the value in the Octopus is insufficient to pay the amount of money due from the AAVS Account Holder and the Octopus Holder to us, we shall be entitled to immediately cancel the Octopus and the Automatic Add Value Service and forfeit the Deposit, if applicable, without notice to the AAVS Account Holder or the Octopus Holder.

Cancellation of the Automatic Add Value Service

22. The AAVS Account Holder and the Octopus Holder (other than a holder of a Bank Issued 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, we will then instruct the AAVS Account Holder and the Octopus Holder to present their Octopus to any of the designated Authorised Service Centres for the disabling of the Automatic Add Value Service on the Octopus. The cancellation will be effective upon the Octopus being disabled at the designated Authorised Service Centre.
- 22A. If you hold a Bank Issued Octopus, subject to the terms of the cardholder agreement between you and the issuing bank or financial services company, you or the issuing bank or financial services company may request for cancellation of your Bank Issued Octopus. Once notified by the issuing bank or financial services company, we will cancel the Automatic Add Value Service on the Bank Issued Octopus.
23. The AAVS Account Holder and the Octopus Holder shall be 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 the Octopus Holder a reasonable administration fee for the cancellation of the Automatic Add Value Service.

Indemnity

25. The AAVS Account Holder and the Octopus Holder agree to indemnify us against all actions, proceedings, liabilities, claims, loss, damages, and reasonable costs and expenses which may be taken against us or which we may suffer, sustain or incur (as the case may be) however arising out of or in connection with any instructions given by us to the Financial Institution in respect of the AAVS Account unless the same were caused by any manifest error on our part.

Risks and Liabilities

26. If, except for any manifest error on our part, the Financial Institution transfers from the AAVS Account to Our Account an amount greater than the actual amount due from the AAVS Account Holder and the Octopus Holder to us, we shall not be liable for any loss or damage arising therefrom. Subject to Clause 41 below, we shall only be liable to refund the excess amount to the AAVS Account Holder.

27. Subject to Clause 26 above, we shall not be liable for any act, conduct, omission or negligence of the Financial Institution or its employees or agents unless the same is done or omitted to be done in accordance with the specific instructions from us.
28. We shall be entitled to take such action as we think fit for the purpose of enforcing or exercising our rights under this Agreement, and the AAVS Account Holder and the Octopus Holder shall be liable to indemnify us in full for all reasonable costs and expenses incurred by us in respect of any such actions including all reasonable legal charges and expenses.
29. We shall be entitled to employ any persons or companies for the purpose of enforcing or exercising our rights under this Agreement and, except in the case of debt collection agencies, shall not be liable or responsible for any act, conduct, omission or negligence of such persons or companies or their employees unless the same is done or omitted to be done in accordance with the specific instructions from us.
30. We shall be entitled to assign or otherwise transfer any debts due to us from the AAVS Account Holder and the Octopus Holder to any persons or companies ("Assignees"), and provided that we comply with all applicable laws, regulations and codes of practice in respect of such assignment(s) in force at the time of the assignment(s), we shall not be liable for actions taken by such Assignees.

Lost Octopus

31. All users of the Automatic Add Value Service are provided with the lost Octopus service. If the Octopus Holder loses the Octopus or if the Octopus has been stolen, he/she shall notify us immediately except where your Octopus is a Bank Issued Octopus; you should contact the issuing bank or financial services company. We will then cancel and disable the Octopus after a specific period of time ("Notification Period") following receipt of the loss report. The Notification Period shall be determined and announced by us from time to time. Once cancellation of the Octopus is effected, it cannot be reversed. This lost Octopus service will protect the AAVS Account Holder and the Octopus Holder from the loss of the remaining value and any value added through the Automatic Add Value Service on the Octopus after the expiry of the Notification Period.
32. If the Octopus is cancelled pursuant to Clause 31 above, we will refund to the Octopus Holder the Deposit, if applicable, and the remaining value, if any, on the Octopus as recorded in the Octopus Payment System at the end of the Notification Period. We may charge the Octopus Holder a reasonable fee, which will be determined and announced by us from time to time, for providing this lost Octopus service. The fee will be deducted from the refund of the remaining value on the Octopus, if any, or payable by the Octopus Holder.

Personal Data

Notice (this "Notice") relating to the Personal Data (Privacy) Ordinance (the "Ordinance")

33. It is necessary for each of the AAVS Account Holder and the Octopus Holder to provide his/her personal data to us from time to time in connection with obtaining or continuing to use the Automatic Add Value Service.
34. If the AAVS Account Holder and/or the Octopus Holder is unable or unwilling to provide such correct data, we may be unable to provide the AAVS Account Holder and/or the Octopus Holder with the Automatic Add Value Service.
35. Each of the AAVS Account Holder and the Octopus Holder agrees that his / her personal data provided to us relating to the application for and the use of the Automatic Add Value Service may be used for the following purposes:
 - (a) processing the application for the Automatic Add Value Service;
 - (b) collecting money due from the AAVS Account Holder and the Octopus Holder, whether from the AAVS Account or otherwise;
 - (c) verifying any financial, credit and other information and records relating to the AAVS Account Holder and the Octopus Holder;
 - (d) enforcing and exercising our rights under this Agreement;
 - (e) the normal management, operation and maintenance of the Octopus Payment System, including audit;
 - (f) designing new or improving existing services provided by us, our subsidiaries and our affiliates (that is, any other entity which directly or indirectly controls us, is controlled by us, or is under common control with us) for customers' use;
 - (g) marketing of goods and/or services by us, our subsidiaries, our affiliates or any of our selected business partners. We, our subsidiaries, our affiliates or any of our selected business partners may need to carry out matching procedure (as defined in the Ordinance) to enable us to better understand characteristics of the AAVS Account Holder and/or the Octopus Holder, and to provide other services better tailored to their needs (such as offering special birthday promotions to them), to assist us in selecting goods and services that are likely to be of interest to the AAVS Account Holder and/or the Octopus Holder and to establish whether they already have a relationship with our selected business partners;
 - (h) communication by us to the AAVS Account Holder and/or the Octopus Holder;
 - (i) investigation of complaints, suspected suspicious transactions and research for service improvement;
 - (j) prevention or detection of crime;
 - (k) disclosure as required by law;
 - (l) as a source of information and data for transport and other services in general; and
 - (m) other related purposes.
36. Data held by us relating to the AAVS Account Holder/Octopus Holder is kept confidential by us, but each of the AAVS Account Holder and Octopus Holder agrees that for the purposes set out in Clause 35 above, we may transfer or disclose such information to the following parties (whether within or outside the Hong Kong Special Administrative Region ("Hong Kong")):
 - (a) any relevant Service Providers under a duty of confidentiality to us;
 - (b) any agent, contractor or third party service provider (under a duty of confidentiality to us) who provides administrative, telecommunications, computer, payment, data processing or other services in connection with the operation of our business (such as debt collection agencies or credit reference agencies);
 - (c) any other person under a duty of confidentiality to us including our subsidiaries, affiliates or business partners; and
 - (d) any person to whom we, our subsidiaries, affiliates or business partners in (c) above, is under a binding obligation to make disclosure under the requirements of any law, rule and regulation, including those of countries outside of Hong Kong for data transferred to those countries, but such disclosure will only be made under proper authority.
37. Each of the AAVS Account Holder and the Octopus Holder has the right to:
 - (a) check whether we hold data about the AAVS Account Holder/Octopus Holder and to have access to that data;
 - (b) require us to correct any data relating to the AAVS Account Holder/Octopus Holder which is inaccurate;
 - (c) ascertain our policies and practices in relation to personal data and to be informed of the kind of personal data held by us; and
 - (d) request us not to use the personal data of the AAVS Account Holder/Octopus Holder for direct marketing purposes, which we will cease to do at no cost to the AAVS Account Holder/Octopus Holder.
38. We reserve the right to charge the AAVS Account Holder/Octopus Holder a reasonable fee for processing any request for access to his/her personal data.
39. Any request for access to data or correction of data or for information regarding our policies and practices and kinds of data held by us should be made in writing addressed to:

The Data Protection Officer,
Octopus Cards Limited,
PO Box 38170,
Hing Fat Street Post Office,
Hong Kong.

If you do not want to receive marketing materials from us in the future, you may write to us at the above address or call Octopus Customer Hotline on 2266 2222.
40. Nothing in this Notice shall limit the rights of the AAVS Account Holder/Octopus Holder under the Ordinance.

Deductions by Mistake

41. Each of the AAVS Account Holder and the Octopus Holder must ensure that the AAVS Account Holder shall:
 - (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 or 22A above, but such termination shall not affect the rights and obligations of the parties accrued prior to the termination.

Changes to this Agreement

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

Governing Law

44. This Octopus Automatic Add Value Agreement shall be governed by the laws of Hong Kong.

Octopus Customer Hotline: 2266 2222

Octopus Cards Limited

八達通自動增值協議

1. 本協議於2008年11月3日生效。

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,八達通有限公司)訂立關於使用本公司自動增值服務的合約。本公司乃八達通卡或產品(「產品」,即含有本公司科技之消費品項目,如手錶、手機殼及足扣等)(以下稱為「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」指八達通的儲值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;
 - 「銀行發行/八達通」指由本公司授權之銀行或金融服務公司所發行,具有八達通功能的卡或產品;該卡或產品受發卡銀行或金融服務公司的持卡人協議的條款及規則約束;
 - 「發卡條款」指本公司不時修訂並刊發的八達通發卡條款;
 - 「按金」指按發卡條款所支付的按金,作為八達通的保證金;
 - 「金融機構」指管理自動增值服務賬戶的公司,通常是銀行或信用卡公司;
 - 「八達通」的涵義以發卡條款內列明之定義為準;
 - 「八達通持有人」指自動增值服務賬戶持有人,或其已申請將八達通與自動增值服務賬戶連繫的家人或朋友;
 - 「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派的本公司銀行賬戶;
 - 「服務供應商」指參予八達通收費系統,並通過八達通支付其貨品及服務貸款的機構;及
 - 「儲值」指八達通收費系統所確認的電匯儲值。
5. 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,除非八達通持有人是未成年人或未獲法律行為能力的人。
6. 八達通持有人同意遵守發卡條款。若本協議與發卡條款之間有任何抵觸,應以本協議為準。
7. 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義,則以英文本為準。

自動增值服務

8. 如自動增值服務賬戶持有人及八達通持有人為其八達通申請自動增值服務,本公司將有權向自動增值服務賬戶持有人及八達通持有人收取費用。本公司將會不時釐定及公佈有關費用。
9. 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。
10. 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。
11. 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,但假若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,故本公司不應對此作出保證。
12. 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之不便。
13. 本公司可隨時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儲值的金額。
14. 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八達通持有人所欠本公司的款項的記錄,除非有關記錄存在明顯的錯誤。

直接提款

15. 當八達通透過自動增值服務儲值後,自動增值服務賬戶持有人及八達通持有人即欠本公司相同金額的港元。
16. 本公司有權直接指示金融機構或通過本公司委任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的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視該金融機構處理有關指示。
17. 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。
18. 自動增值服務賬戶持有人及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,讓金融機構能從本公司就該自動增值服務賬戶所發出的指示。
19. 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八達通持有人收取合理費用的權利。

無法履行指示

20. 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,導致金融機構未能從本公司就該自動增值服務賬戶發出的指示,則:
 - (a) 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;
 - (b) 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款額(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)。
21. 若八達通內的儲值不敷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款項,則本公司有權即時取消八達通及自動增值服務及沒收按金(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。

取消自動增值服務

22. 自動增值服務賬戶持有人及八達通持有人(如屬銀行發行/八達通持有人,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,將會指示自動增值服務賬戶持有人及八達通持有人,將其八達通送交任何指定認可服務中心,以便辦理取消該八達通的自動增值服務。在指定認可服務中心完成取消手續後,取消自動增值服務即告生效。
- 22A 如閣下持有銀行發行/八達通,閣下或發卡銀行或金融服務公司可根據閣下與發卡銀行或金融服務公司之間的持卡人協議條款,申請註銷閣下的銀行發行/八達通的自動增值服務。當接獲發卡銀行或金融服務公司的通知,我們將註銷有關銀行發行/八達通的自動增值服務。
23. 自動增值服務賬戶持有人及八達通持有人須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。
24. 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八達通持有人收取合理手續費的權利。

彌償

25. 自動增值服務賬戶持有人及八達通持有人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

26. 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到本公司賬戶的金額超過自動增值服務賬戶持有人及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。
27. 在不抵觸上文第26條的情況下,對於金融機構或其職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。



28. 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全數償還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)。
29. 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。
30. 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

31. 所有自動增值服務客戶,均應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發行/八達通,則應聯絡發卡銀行或金融服務公司。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。本公司將會不時釐定及公佈有關通知期間。在八達通取消之後,該八達通將無法重新使用。此項八達通報失服務可保障自動增值服務賬戶持有人及八達通持有人的八達通尚有餘額以及經自動增值服務儲值之款項於通知期間以後免受損失。
32. 若根據上文第31條的規定取消八達通,本公司會根據八達通收費系統於通知期間結束之時的紀錄,將八達通的按金(如適用)及餘額(如有)退還八達通持有人。本公司有權為提供此項八達通報失服務而收取本公司不時釐定及公佈的合理收費。該收費將於八達通餘額的退還中扣除,或由八達通持有人支付。

個人資料

關於個人資料(私隱)條例(「該條例」)的通知(「本通知」)

33. 如欲獲得或繼續使用自動增值服務,每位自動增值服務賬戶持有人及八達通持有人需向本公司提供本公司不時需要的自動增值服務賬戶持有人及八達通持有人的個人資料。
34. 若自動增值服務賬戶持有人及/或八達通持有人不能或不願提供有關正確資料,本公司將無法向自動增值服務賬戶持有人及/或八達通持有人提供自動增值服務。
35. 每位自動增值服務賬戶持有人及八達通持有人同意,為申請及使用自動增值服務而向本公司提供的個人資料,均可作為以下用途:
 - (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八達通持有人所欠款項,不論在自動增值服務賬戶收取或以其他方式收取亦然;
 - (c) 進行任何自動增值服務賬戶持有人及八達通持有人有關的財務、信貸及其他資料及紀錄的核實工作;
 - (d) 執行或行使本協議規定的本公司權利;
 - (e) 八達通收費系統的正常使用、運作及保養,包括審計在內;
 - (f) 推廣本公司、其附屬公司、聯屬公司(即直接或間接控制本公司、本公司所控制或與本公司歸屬同一控制權的任何其他實體)供客戶使用而提供的新服務,或改善現有服務;
 - (g) 推廣本公司、其附屬公司、聯屬公司或任何選定商務夥伴的貨品及/或服務。本公司、其附屬公司、聯屬公司或任何選定商務夥伴可能需要進行核對程序(詳見該條例釋義),藉此讓本公司更明白閣下的特質及提供更滿足閣下需要的其他服務(如提供特別生日推廣活動給予閣下),協助本公司選擇閣下可能有興趣的貨品及服務;以及確立閣下與本公司選定商務夥伴是否已建立關係;
 - (h) 本公司與閣下進行通訊;
 - (i) 調查投訴、備受懷疑的可疑交易及研究服務改善措施;
 - (j) 防止及偵測罪行;
 - (k) 根據法例作出披露;
 - (l) 概括地作為交過或其他服務的資料或數據來源;及
 - (m) 其他相關用途。
36. 本公司會將其持有自動增值服務賬戶持有人及/或八達通持有人的資料保密,但自動增值服務賬戶持有人及八達通持有人同意,基於上文第35條列出之目的,本公司可將有關資料轉移或披露予下述各方(不論位於香港特別行政區(「香港」)境內或境外亦然):
 - (a) 任何對本公司有保密責任的有關服務供應商;
 - (b) 任何對本公司有保密責任的代理人、承辦商或提供與本公司業務運作有關的行政、電話、電郵、付款、數據處理或其他服務的第三方服務供應商(例如追討欠賬公司或信貸資料庫);
 - (c) 任何對本公司有保密責任的其他人,包括本公司的附屬公司、聯屬公司或商務夥伴;及
 - (d) 本公司、其附屬公司、聯屬公司或上文(c)段所載的商務夥伴根據任何法例、規則及規例(包括轉機轉資料的香港境外國家地區的法例、規則及規例)具有約束力責任向其作出披露的人,但有關披露須有正式權限方可作出。
37. 每位自動增值服務賬戶持有人及八達通持有人有權:
 - (a) 查核本公司是否有持有自動增值服務賬戶持有人及/或八達通持有人有關的資料及查閱該等資料;
 - (b) 要求本公司改正任何關於自動增值服務賬戶持有人及八達通持有人的不正確資料;
 - (c) 要求本公司就處理個人資料有關的政策及慣例和獲告知本公司持有其個人資料的類別;及
 - (d) 要求本公司不要使用自動增值服務賬戶持有人及八達通持有人的個人資料作直接推廣用途,本公司將會停止有關活動,並不會向自動增值服務賬戶持有人及/或八達通持有人收取任何費用。
38. 本公司保留就處理查閱任何自動增值服務賬戶持有人及八達通持有人的個人資料的要求而向自動增值服務賬戶持有人及八達通持有人收取合理費用的權利。
39. 任何關於查閱或改正資料,或查詢有關本公司的資料政策及慣例或本公司持有的資料類別等要求,請以書面向下列人士提出:
 - 資料保護主任
 - 八達通有限公司
 - 香港興發街郵政總局郵箱38170號如閣下將來不希望收取來自本公司的市場推廣函件,請致函以上人士或致電八達通顧客服務熱線2266 2222。
40. 本通知不會限制自動增值服務賬戶持有人及八達通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通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能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,則可於有關支票賬日期計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通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項,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票;或
 - (ii) 有關支票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或22A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。

本協議的修訂

43. 本公司可不時修訂本協議,有關修訂會於生效日期前至少30天,透過書面通知自動增值服務賬戶持有人及八達通持有人,或按本公司的絕對酌情權決定,於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八達通持有人索閱。該最新版本亦可於本公司的網站查閱。於本協議的修訂生效後,如八達通持有人繼續使用八達通,將當作自動增值服務賬戶持有人及八達通持有人接受有關修訂處理。

管轄法律

44. 本八達通自動增值協議受香港法律管轄。

八達通顧客服務熱線：2266 2222

八達通卡有限公司