



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 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 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.

2. Eligibility

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. All value added to your designated *Octopus* by way of AAVS will be debited from your AAVS account.

3. Application for AAVS

- (a) You should fill in the 8- or 9-digit number of your *Octopus* in this application form and complete the application form as required. Once this application is approved, your *Octopus* will be registered and linked to your AAVS Account, and you will be notified of such approval accordingly. You have to activate the AAVS function on your *Octopus* 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) Registered *Octopus* with AAVS is not transferable and should not be used by any person other than the registered *Octopus* Holder.
- (c) If you are a Personalised *Octopus* holder with student status recorded on it, you 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 a second or third *Octopus* which AAVS function has never been enabled, there will be no fee for such application(s).
- (c) You agree to pay us all costs and fees associated with the application of AAVS 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 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 and these Terms, the Conditions of Issue and the AAVS Agreement shall prevail. By submitting this application, you agree to observe and be bound by the Conditions of Issue, the AAVS Agreement and these Terms. Copies of the AAVS Agreement and the Conditions of Issue can be 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* with AAVS 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 you to provide your personal data in this application. If you fail to provide any information required in this application, we may not be able to make available the AAVS for your 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 submitting this application, you agree that you have read, understood and agree with the Notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement.

8. Disclaimer of Liability

Due to the nature of the Internet, communication and transmission over the Internet may be subject to possible delay, interception, interruption, alteration or loss. Messages sent over the Internet cannot be guaranteed to be completely secure. We shall not be responsible for any loss or damage incurred by you whatsoever as a result of any delay, interception, interruption, alteration or loss in connection with this application being sent to us over the Internet. We shall not be responsible in any manner for direct, indirect, special or consequential damages arising out of or in connection with the use of this website under any circumstances whatsoever.

9. English Version Prevails

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