For Internal Use	DS Code:
☐ PO ☐ EM ☐ AT ☐ ST	Venue Code:
☐ FD ☐ IM ☐ CA	P. Time: Any / _____

PrimeCredit WeWa Visa Card Application Form 安信WeWa 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

Please select credit card type 請選擇信用卡類別：

☐ WeWa Visa Classic Card
WeWa 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)

☐ WeWa Visa Platinum Card
WeWa Visa白金卡
(Annual income required: HK$150,000 年薪須達 HK$150,000)

Notes 註：

1. 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。
2. Full-time University / Tertiary Student applicant must be a full-time student of the University / Tertiary Institution designated by PrimeCredit, please refer to www.wewacard.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.wewacard.com。
3. 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。
4. No Welcome Offer for WeWa Visa Card application.
WeWa Visa卡申請不予提供迎新優惠。

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 M 月 M Y 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$) 每月按揭供款/租金（港幣）： 元

Applicant's Personal Burdens Amount 個人負擔百分比： %

Mailing Address 通訊地址： ☐ Residential 住宅 ☐ Office 公司

Email Address 電子郵件地址：

Statement format: e-Statement
月結單形式：電子月結單
Note: To protect the environment, PrimeCredit Credit Card is set to receive e-Statement and email alert by default, while paper statement will not be issued. If you are an existing PrimeCredit Credit Card Cardholder, all of your PrimeCredit Credit Card account(s) will automatically change to receive e-Statement and email alert. You can view your e-Statement and change the relevant setting at any time by logging into the OmyCard app.
註：為支持環保，安信信用卡已預設為收取電子月結單及電郵提示通知，而紙張月結單將不會發出。如閣下為現有安信信用卡客戶，閣下之所有安信信用卡戶口將自動改為收取電子月結單及電郵提示通知。閣下可透過登入OmyCard手機應用程式查閱電子月結單及隨時更改有關選項。

CC21132

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

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

Office Tel. No. 公司電話號碼：☐☐☐☐☐☐☐☐ – ☐

（Mobile Phone and Pager No. are not accepted 恕不接納手提電話及傳呼機號碼）

Position 職位：

☐ Self-employed 自僱人士

Nature of Business 業務性質：

Business Establishment Date 業務成立日期：☐☐ Month (月) ☐☐☐☐ Year (年)
（For self-employed only 只適用於自僱人士）

Years of Service 在職年期：☐ YR(S) 年 ☐ MTH(S) 月

Years in Current Profession 任職此行業年期：(Optional 可選填) ☐ YR(S) 年 ☐ MTH(S) 月

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

CC21132

Credit Card Account Direct Debit Authorization 信用卡戶口直接付款授權書

Repayment account information must be filled so that PrimeCredit Limited can arrange direct debit for your monthly payment. (Repayment account must be a personal account and in name of the credit card cardholder). 必須填妥轉賬戶口資料以便安排直接繳付每月之賬項（指定轉賬戶口必須為持卡人名下之個人戶口）。

Name of party to be credited (The Beneficiary) 收款之一方（受益人）：
PrimeCredit Limited 003-447-1-6640794

1) I hereby authorize my below named Bank to effect transfers from my account to that of the above named beneficiary for the account of PrimeCredit Limited in accordance with such instructions as my Bank may receive from the beneficiary from time to time. 2) I agree that my Bank shall not be obliged to ascertain whether or not notice of any such transfer has been given to me. 3) I understand that handling fee may be imposed by my appointed bank for the credit card direct debit authorization set up request. I agree to make such enquiries to my appointed bank. 4) I accept full responsibility for any overdraft (or increase in existing overdraft) on my account which may arise as a result of any such transfer(s). I agree that should there be insufficient funds in my account to meet any transfer hereby authorized, my Bank shall be entitled, in its discretion, not to effect such transfer in which event the Bank and PrimeCredit Limited may make the usual charge and that it may cancel this authorization at any time on written notice. 5) This authorization shall have effect until further notice. I agree that any notice of variation of this authorization account or cancellation of this authorization which I may give to my Bank and PrimeCredit Credit Card Centre shall be given at least four weeks prior to the date such cancellation / variation is to take effect. 6) Unless otherwise instructed, repayment shall be debited on the relevant payment due date. I agree that if I wish to change the payment amount of autopay services, notice shall be given to PrimeCredit Credit Card Centre at least 4 weeks before the due date specified in the statement. If I wish to suspend the respective month's autopay services, notice shall be given to PrimeCredit Credit Card Centre at least five clearing days before the due date specified in the statement. (See Note)
1) 本人現授權本人之下述銀行（根據受益人不時給予本人之銀行之指示）自本人之賬戶內轉賬予上述受益人（即安信信貸有限公司）。2) 本人同意本人之銀行毋須證實該等轉賬通知是否已交予本人。3) 本人明白在設立信用卡戶口直接付款授權時，本人指定之直接付款授權銀行可能收取設立費用，本人同意向該銀行查詢有關詳情。4) 如因該等轉賬而令本人之賬戶出現透支（或現時之透支增加），本人願承擔全部責任。本人同意如本人之賬戶並無足夠款項支付該等授權轉賬，本人之銀行有權不予轉賬，且銀行及安信信貸有限公司可收取慣常之收費，並可隨時以書面通知取消本授權書。5) 本授權書將繼續生效直至另行通知為止。本人同意，本人轉換本授權轉賬之賬戶 / 取消本授權轉賬的通知，須於該轉換/取消生效日最少四星期前通知本人之銀行及安信信用卡中心。6) 除另行通知外，款項於到期繳款日過賬。本人同意，本人如欲更改自動轉賬款額，須於月結單截數日前最少四星期前通知安信信用卡中心。本人如欲暫緩當月之自動轉賬，須於月結單所載之到期繳款日前最少五個結算日通知安信信用卡中心。（參閱附註）

My Bank Name and Branch
本人之銀行及分行名稱：

Bank No. 銀行編號： Branch No. 分行編號： Account No. 賬戶編號：

I choose to pay the following amount (See Note) (Please tick "✓" the appropriate box below)
本人欲繳付之款額（參閱附註）（請在所選之方格內加上"✓"號）

☐ Full Payment 全數款額 ☐ Minimum Payment Due 最低付款額

Note : If you do not specify the amount, the "Minimum Payment Due" amount will be debited to your Direct Debit Authorization Account. You may choose to make a monthly card repayment at a Full Payment or at the Minimum Payment Due. Please call our customer service hotline for such amendment upon approval of your PrimeCredit Credit Card application.
附註：如貴戶並無指明欲繳付之款額，則當作選擇繳付最低付款額處理。貴戶可選擇設定每月還款額為全數款額或為最低付款額。如欲作出有關更改，請於安信信用卡申請獲批核後致電客戶服務熱線。

Temporary Credit Limit Extension Service 臨時信用限額安排

If you do not indicate rejection on the temporary credit limit extension service, PrimeCredit will grant the temporary credit limit extension service to credit card(s). An over-the-limit fee is payable upon the outstanding balance debited in the Card account over your granted credit limit. Please refer to the Important Notes in application form for more details.
如申請人未有表明不接受臨時信用限額安排，安信將為其信用卡給予臨時信用限額。當申請人的信用卡賬戶之未付清結餘超出信用限額，便須支付超逾信用額手續費。詳情請參閱申請表內之重要提示。

☐ I do not accept the Temporary Credit Limit Extension Service^ 本人不接受臨時信用限額安排^

^ Apply to all PrimeCredit Credit Card(s) under my name 適用於本人名下之所有安信信用卡

Declaration and Signature 聲明及簽署

1) I warrant that the provided information is true, correct and complete in all respects and understand that such information will be the primary basis upon which the application may be approved. 2) I have read and agreed to be bound by all the Terms and Conditions contained in this application form, Terms and conditions of PrimeCredit Credit Card Cardholder Agreement and the Terms and Conditions for PrimeCredit Credit Card Application. 3) I have read and agreed 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 (the "Notice"). I understand that all information supplied by me will be kept by PrimeCredit and handled according to the Notice. 4) I authorize PrimeCredit to inform the relevant staff members or authorized sales agents regarding my account information and approval status, during the process of this application. 5) I understand and agree that data provided by me in connection with the opening or continuation of the PrimeCredit Credit Card account may be used for updating records of my other account(s) maintained at PrimeCredit. 6) I confirm that none of my Credit Card is currently cancelled due to default in payment, and there is no current overdue payment exceeding 1 month in respect of my loan indebtedness (including Credit Card and all unsecured loans) with other financial institutions. I further confirm that no existing, pending or potential bankruptcy, litigation or administrative proceedings are / will be filed. 7) (if applicable) I confirm that I 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 acknowledge and agree that upon the approval of the Automatic Add Value Service, my personal data provided in this application will be associated with my *Octopus*. By signing this application form, I agree that I 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. I also agree to be liable for all fees associated with the application in respect of the AAVS as set out herein. I authorize PrimeCredit 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 PrimeCredit subject to and in accordance with the PrimeCredit Credit Card Cardholder Agreement.

I hereby confirm that my signature here matches with the signature held at the Bank of my repayment account.

1) 本人謹保證所有填報之資料全部正確無訛及為事實之全部，並須明白此等資料為批核此申請之依據。2) 本人已詳閱及同意遵守此申請表所刊載之所有條款及細則、安信信用卡持卡人協議之所有條款及細則及安信信用卡申請之條款及細則。3) 本人已閱讀及同意安信之「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」(『有關通知』)，亦明白所提供的資料會存錄於安信作內部記錄，並按照有關通知處理。4) 本人須授權安信披露此申請之批核情況及資料予安信有關職員或認可之銷售代理以協助本人辦理申請手續。5) 本人明白及同意本人就開立或延續安信信用卡戶口所提供的資料可能會被用以更新本人於安信的其他戶口之紀錄。6) 本人確認本人已有之信用卡現時沒有因為欠賬而被取消，並確認本人現於其他財務機構之任何貸款或信用卡並沒有逾期繳款超過一個月。本人進一步確認本人現時沒有涉及破產、訴訟或行政程序，或將會、或可能發生此等事項。7) (如適用) 本人確認會就使用自動增值服務及*八達通* 遵守本申請條款、自動增值協議及發卡條款(包括由八達通卡有限公司不時公佈之修訂)。本人知悉及同意於本申請獲批核後，本人之個人資料將連繫至本人持有之*八達通*。本人如簽署本申請表，即表示已細閱、明白及同意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。本人同意為本申請表內的每項自動增值服務之申請向八達通卡有限公司繳付所有有關費用。本人授權安信依照八達通卡有限公司不時給予安信之指示而向八達通卡有限公司付款。本人承諾遵循安信信用卡持卡人協議償付安信。
本人確認此簽署與本人還款銀行賬戶記錄完全相同。

X

Signature of Credit Card Applicant 信用卡申請人簽署 Date 日期

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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：

1 ☐ 香港居民身份證^

2 ☐ 入息證明* — 最近2個月之薪金戶口證明 / 月結單；及
— 薪俸稅稅單；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）

3 ☐ 現居住宅地址證明（例如最近3個月內發出之水電煤賬單或銀行月結單）

4 ☐ 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）

5 ☐ 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藉非中國香港，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。全日制大學/ 大專學生只須附交項目1、3、4 及5。
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

WeWa現金回贈計劃條款及細則

1. 此計劃適用於有效之安信WeWa信用卡客戶。

2. 客戶憑指定有效之安信WeWa信用卡零售購物即可獲取WeWa現金回贈（「現金回贈」），現金回贈以每單零售購物交易金額計算，詳情如下：

指定商戶類別之合資格簽賬	可獲之WeWa現金回贈
於「旅遊」、「戲院」、「卡拉OK」、「主題公園」商戶類別每消費港幣250元	基本港幣1元現金回贈（「基本現金回贈」）及額外港幣9元現金回贈（「額外現金回贈」），合共港幣10元現金回贈
其他商戶類別每消費港幣250元	基本港幣1元現金回贈

3. 於旅遊簽賬類別之合資格簽賬：
以港幣誌賬於安信WeWa信用卡戶口並根據安信/相關卡機構國際組織不時界定之商戶編號為旅行社、指定航空公司及指定酒店(只限客房住宿)之簽賬。

於戲院簽賬類別之合資格簽賬：
以港幣誌賬於安信WeWa信用卡戶口並根據安信/相關卡機構國際組織不時界定之商戶編號為戲院之簽賬。

於卡拉OK簽賬類別之合資格簽賬：
以港幣誌賬於安信WeWa信用卡戶口並根據安信/相關卡機構國際組織不時界定之商戶編號為卡拉OK之簽賬。

於主題公園簽賬類別之合資格簽賬：
以港幣誌賬於安信WeWa信用卡戶口並根據安信/相關卡機構國際組織不時界定之商戶編號為主題公園之簽賬。合資格簽賬只限於主題公園正門售票處購買入場門票。

除上述商戶外，任何經團購或其他機構之消費勻不列作旅遊、戲院、卡拉OK及主題公園類別。

4. 安信保留決定指定商戶類別的權利。如同一交易屬於多於一個本條款定義的類別，該則交易只會以一個由安信決定的類別計算所得現金回贈。

5. 現金回贈計劃之合資格零售購物簽賬金額只包括所有已誌賬之零售購物金額，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、未誌賬 / 取消 / 退回 / 偽造之交易金額及所有未經授權之交易金額，所有認可交易概以安信記錄為準。所有合資格零售簽賬概以安信/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。安信對合資格零售簽賬有絕對酌情權及最終決定權。

6. 不足港幣250元之零售購物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WeWa信用卡簽賬獲取現金回贈的比率，惟安信會事先通知客戶。

7. 現金回贈將以零售購物之誌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信用卡戶口，並顯示於月結單上。每月可獲贈之基本現金回贈金額並無上限，亦不計算在額外現金回贈內。額外現金回贈上限為由開戶日翌日起計每年港幣2,000元。

8. 客戶獲取現金回贈後，如用作計算現金回贈之有關零售購物交易被取消或退回，安信有權從有關信用卡戶口扣除該交易可獲贈之現金回贈金額而毋須另行通知。

9. **客戶之安信信用卡戶口於存入任何現金回贈金額時，須仍然有效及信貸狀況良好。**如因任何理由取消安信WeWa信用卡戶口，所有未存入之現金回贈及戶口原有之現金回贈餘額將被即時取消。

10. 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。

11. 現金回贈計劃均不可轉贈、轉讓、退換或兑換現金。

12. 安信保留權利直接從客戶之安信信用卡戶口內扣除任何透過安信認為不適當及/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。

安信信用卡申請之條款及細則

1. 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WeWa信用卡網站下載：www.wewacard.com。

2. 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。

3. 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。

4. 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柬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。

5. 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。

6. 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。

7. WeWa Visa普通卡年費為港幣250元 / WeWa 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）。

8. 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。

9. 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。

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重要提示

閣下宜仔細閱讀以下安信信用卡持卡人協議主要條款及細則之摘要，並須細閱及注意安信信用卡持卡人協議（「持卡人協議」）全文（如下文與持卡人協議全文有任何不符，概以持卡人協議全文為準），詳情可參閱www.wewacard.com：

1. 本人在從安信收到信用卡時當立即在卡上簽名並按安信指定方式啟動新卡（只適用於實體信用卡）。
2. 本人在任何時候均須竭誠及小心保管本人之安信信用卡及私人密碼（包括任何保安資料），及將該私人密碼妥善保管及保密，不容許任何人士使用或取得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（包括所有相關費用及收費）。
4. 本人可選擇取消超出限額之信貸服務。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限額（除了所有費用及收費外），本人便須支付超逾信用額之費用。即使安信已接納本人取消超出限額之信貸服務的要求，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毋須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及/ 或自動轉賬交易；（ii）任何流動或非接觸式付款交易；（iii）獲安信批核但並非立即入賬的信用卡交易；（iv）入賬金額超出交易金額的交易，例如就外幣交易而言，因兌換匯率波動而引致或商戶、安信或有關卡組織收取的附加費；（v）未能即時執行的代授權指示；（vi）獲有關卡組織批核入賬信用卡戶口而可能引致超額的交易。本人須對超出信用限額的信用卡交易及任何所衍生的費用及收費負責。如欲查詢上述安排及現行之超逾信用額費用，本人可致電安信信用卡客戶服務熱線。
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或之前繳付，則本人須繳付相關的財務費用及逾期費用。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所載的詳情不正確或發現未經授權信用卡交易，則本人須視作已接納月結單所載的所有詳情並受月結單約束。
7. 本人若不接受安信提出任何對持卡人協議的修訂，可於修訂生效日前終止信用卡服務。
8. 本人須負責繳付安信因追討款項及強制執行持卡人協議所產生之合理費用及支出，包括但不限於追討代理人費用及 / 或律師之合理收費及支出。
9. 本人的信用卡或私人密碼(包括任何保安資料)如遺失、被竊、外洩或遭未經授權使用，本人應從速報告安信，並儘快更改私人密碼或任何與本人信用卡相關的保安資料。如身處海外，本人應通知有關卡機構國際組織（按情況適用）的任何成員並須盡快更改私人密碼。若本人按上述從速報告予安信及/或有關卡機構國際組織信用卡遺失或私人密碼遺失、被竊、遭未經授權使用或外洩，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（不論是否自願）容許第三方使用或取得本人的信用卡、私人密碼或任何與本人信用卡相關的保安資料；或本人就使用或保管信用卡、私人密碼或與本人信用卡相關的保安資料有欺詐行為故意失責、或嚴重疏忽；或本人未有採取安信就使用或保管信用卡或私人密碼不時建議的任何安全防範措施，可能被視為本人的疏忽，則本人需全數負責及承擔所有未經授權的交易金額。
10. 本人明白安信有權不時提供附加服務及信貸服務予本人或修改現有關於信用卡及私人密碼的使用，包括附加條款及細則。由安信所提供的其他服務(包括客戶服務熱線服務及電子服務)之使用受相關的條款及細則約束，安信可不時修改及附加。如果本人使用相關服務，即同意受其約束。本人同意安信能自行酌情決定接受或拒絕本人的指示。安信不須就本人因安信執行或拒絕按照指示而遭受的任何損失或損害或承擔任何責任。

如英文版本與中文版本之間有任何歧異，概以英文版本為準。

安信WeWa Visa卡重要收費撮要

（生效日期：2019年3月1日）

利息及財務費	
零售購物實際年利率	**31.97%-43.51%**，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	**37.56%-47.90%**，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**3.5%**或**港幣100**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徵費的**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。

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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，或根據並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、已撇帳（因破產令導致除外）、因破產令導致已撇帳）；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已制訂任何債務重組、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），前提是在上述任一情形下，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。

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(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：
   (i) 查問安信有否持有其資料及/或能夠查閱該等資料；
   (ii) 要求安信改正任何有關其不準確的資料；
   (iii) 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；
   (iv) 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
   (v) 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：
   (i) 增加信用額；
   (ii) 縮減信貸（包括取消信貸或減低信用額）；及
   (iii) 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。
2020年6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*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

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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。

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）。
6. *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。
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異，則以英文本為準。

自動增值服務

8. 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。
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。
12. 本公司將保留無需説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。
13. 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。
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/ 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

15. 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。
16. 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。
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/ 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。
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/ 或*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，導致金融機構未能遵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）。
21. 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

22. 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。

22A. 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。

23. 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。
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/ 或*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

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。
27. 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。
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）。
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*

31. 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*八達通*，本公司會根據八達通收費系統的紀錄，將*八達通*的工具按金（如適用）及儲值金額（如有）退還*八達通*持有人。如閣下的*八達通*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*八達通*報失服務而向自動增值服務賬戶持有人及/或*八達通*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*八達通*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*八達通*持有人共同及個別地支付。

取消*八達通*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*八達通*，以按照本公司的指示取消有關的*八達通*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*八達通*註銷及使其失效（無論該*八達通*是否屬於該自動增值服務賬戶持有人）。*八達通*一旦註銷，將無法重新啟動。

註銷*八達通*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*八達通*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*八達通*的尚未使用的儲值金額。

補發*八達通*及轉移自動增值服務賬戶

32C. (a) 若閣下的*八達通*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*八達通*：

(i) 該*八達通*已被報失或被竊（按上述第31條）；

(ii) 該*八達通*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*八達通*。

(b) 任何獲補發的*八達通*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*八達通*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*八達通*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通讀寫器及/或從其他渠道，取得自動增值賬戶持有人及/或*八達通*持有人的*八達通*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*八達通*持有人提供*八達通*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*八達通*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*八達通*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*八達通*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*八達通*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*八達通*持有人的資料及紀錄的核實工作；

(d) 八達通收費系統的管理、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*八達通*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*八達通*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*八達通*持有人已選擇登記並對本公司有保密責任的*銀行聯營*八達通*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*八達通*持有人拖欠本公司款項）、速遞公司、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*八達通*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*八達通*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*八達通*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*八達通*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

CC21132

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)

Application Method

2269 8822

2269 8833

^ 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.

WeWa Cash Rebate Program Terms & Conditions

1. WeWa Cash Rebate Program is applicable to the Cardholders of WeWa Credit Card.
2. WeWa Cash Rebate ("Cash Rebate") amount will be calculated by every single Retail Purchase transaction. Details are as follows:

Eligible transactions within specific categories	WeWa Cash Rebate Awarded
Spend every HK$250 within "Travel", "Cinema", "Karaoke" and "Theme Park" categories	Basic HK$1 Cash Rebate ("Basic Cash Rebate") and Extra HK$9 Cash Rebate ("Extra Cash Rebate"), HK$10 Cash Rebate in total
Spend every HK$250 within other categories	Basic HK$1 Cash Rebate

3. Eligible transactions within Travel category:

   Transactions made at merchants which are categorized as travel agencies, selected airlines and selected hotels (only applicable to hotel room accommodation) in accordance with the merchant codes assigned by the related card associations worldwide / PrimeCredit from time to time and are posted to WeWa Credit Card account in Hong Kong Dollars.

   Eligible transactions within Cinema category:

   Transactions made at Cinemas which are categorized as Cinema merchants / organizations in accordance with the merchant codes assigned by the related card associations worldwide / PrimeCredit from time to time and are posted to WeWa Credit Card account in Hong Kong Dollars.

   Eligible transactions within Karaoke category:

   Transactions made at Karaoke merchants which are categorized as Karaoke merchants / organizations in accordance with the merchant codes assigned by the related card associations worldwide / PrimeCredit from time to time and are posted to WeWa Credit Card account in Hong Kong Dollars.

   Eligible transactions within Theme Park category:

   Transactions made at Theme Parks which are categorized as Theme Park merchants / organizations in accordance with the merchant codes assigned by the related card associations worldwide / PrimeCredit from time to time and are posted to WeWa Credit Card account in Hong Kong Dollars. Eligible transaction only includes the purchase of admission ticket at Theme Park Main Entrance Ticket Booths.

   Apart from the above-mentioned merchants, any transaction made through group-buying merchants or other organizations do not fall into Travel, Cinema, Karaoke and Theme Park Category.
4. PrimeCredit reserves the right to determine the category of a particular merchant. If a transaction falls into more than one of the categories described in this clause, such transaction is only entitled to the Cash Rebate under one category at PrimeCredit's discretion.
5. Valid transaction for spending requirement amount includes all posted retail spending amount including both local and overseas transactions and / or Octopus auto-reloading amount and / or online purchase amount, exclude (without limitation) the cash advance transactions, credit card charges (including annual fees, interest/finance charges, late charges, overlimit handling charges, cash advance handling fees and other charges), casino transactions, 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 transaction amount and other unauthorized transaction amount. All valid transactions must be coincided with the records held by PrimeCredit. All eligible Retail Purchase transactions shall be determined based on the merchant codes assigned by the related card associations worldwide varied from time to time without prior notice. Eligible Retail Purchase transactions shall be determined at the sole and absolute discretion of PrimeCredit.
6. If the Retail Purchase amount is less than HK$250, 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 of WeWa Credit Card and with prior notice.
7. The cash rebate is calculated on each statement date which is based on total eligible transaction amounts record in each statement. The eligible cash rebate amount for each month will be credit into related PrimeCredit Credit Card account on next statement date and it will be shown on statement. The amount of basic Cash Rebate is unlimited and is not counted as Extra Cash Rebate. The amount of Extra Cash Rebate is capped at HK$2,000 per year from the account open date.
8. Once the cash rebate is issued and the value of any transaction(s) 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.
9. **The PrimeCredit Credit Card account must be in good financial standing on the date of crediting any cash rebate.** If the WeWa Credit Card Account is closed for whatever reason, all existing cash rebate and cash rebate not yet credited to the Card Account will immediately be forfeited.
10. PrimeCredit reserves the right to cancel Cash Rebate Offer(s) and / or modify and amend its relevant Terms and Conditions from time to time without prior notice. In the event of any dispute, the decision of PrimeCredit shall be final and conclusive.
11. Cash Rebate Offer are non-transferable, non-exchangeable, non-refundable and cannot be exchanged for cash.
12. PrimeCredit reserves the right to debit the amount equivalent to the value of the relevant cash rebate from the related accounts of the Cardholder without prior notice and/ or take legal action in case of finding invalid and/ or corruption and/ or committed fraud to gain any cash rebate.

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 WeWa Credit Card website at www.wewacard.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 WeWa Visa Classic Card is HK$250 / the annual fee of WeWa Visa Platinum Card is HK$800. I understand that the annual fee will be debited from my PrimeCredit 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 summary of major terms and conditions of PrimeCredit Credit Card Cardholder Agreement, and make sure that you read and pay attention to the full version of PrimeCredit Credit Card Cardholder Agreement (the "Cardholder Agreement") (if there is any inconsistency or conflict between the below and the Cardholder Agreement, the Cardholder Agreement shall prevail), you can also read the details at "www.wewacard.com":

1. I shall sign and activate the Card in the manner directed by PrimeCredit immediately upon receipt of such card from PrimeCredit (applicable to physical card only).
2. I shall at all times act in good faith and take reasonable care of my Card and my PIN (including any security details), and keep my PIN secure and confidential. I agree not to allow any other person to use or gain access to my Card and my 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 any 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 shall be liable for all transactions made using the Card or the card number on such Card (including all related Fees & Charges).
4. I may elect to opt out of any over-the-limit facilities. 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 the Card. If my current balance debited in my Card account over my granted credit limit (excluding all Fees and Charges), an over-the-limit fee will be levied on my account. Even if PrimeCredit has accepted my opt out request, certain Card Transactions in excess of the credit limit may still be allowed, including Card Transaction which is not immediately processed by PrimeCredit or does not require authorization by PrimeCredit for effecting payment. Examples are: (i) Octopus Automatic Add-Value and/or autopay transactions; (ii) any mobile or contactless payment transactions; (iii) transactions approved by PrimeCredit but are not immediately posted to the Card Account ; (iv) transactions where the posting amount exceeds the amount presented for authorization caused, for example, by currency exchange rate fluctuations in respect of transactions denominated in a foreign currency or surcharges levied by a merchant, PrimeCredit or the relevant card associations; (v) stand-in authorization transactions; (vi) transactions approved by the relevant card associations to my Card Account which may result in over-the-limit transactions. I shall be liable for the Card Transactions in excess of the credit limit and any related incurred Fees and Charges. For enquiry on the above arrangement and the current over-the-limit fee, I can contact PrimeCredit Credit Card Customer Service Hotline.
5. I have to pay relevant finance charges and Late Fees if I fail to pay the Minimum Payment Due specified on any of the statements on or 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. I shall be deemed to have accepted and be bound by all the details contained in the statement if PrimeCredit does not receive my notice of any incorrect or unauthorized Card Transactions shown in the statement within 60 days from the statement date.
7. I may terminate the Card service before the date on which the variation takes effect if I do not accept any variation to the Cardholder Agreement proposed by PrimeCredit.
8. I shall be liable to indemnify PrimeCredit for all reasonable costs and expenses incurred by PrimeCredit in recovering payment and enforcing its rights under the Cardholder Agreement, including but not limited to the fees of collection agencies and/or reasonable costs and expenses of lawyer.
9. I shall promptly report any loss, theft, disclosure or unauthorized use of my Card or my PIN (including any security details) to PrimeCredit and change my PIN or any security details related to my Card as soon as possible. If this occurs overseas, I should notify any members of relevant card associations worldwide and change my PIN as soon as possible as applicable. If I promptly report any loss, theft, disclosure or unauthorized use of my Card or my PIN to PrimeCredit and/or relevant card associations worldwide in accordance to the aforementioned, then my maximum liability for any unauthorized Card Transactions occurring after such report is made (other than cash advance) is HK$500 per Card. Such maximum liability shall not apply if I have knowingly (whether or not voluntarily) permitted a third party to use or have access to my Card, PIN or any security details related to my Card or I have acted fraudulently or with negligence or willfully defaulted in using or safeguarding my Card, PIN or security details related to my Card or I failed to follow any recommendations of PrimeCredit from time to time regarding the safekeeping of my Card or PIN, I may be treated as negligent. I shall remain fully liable for all unauthorized transactions made using my Card.
10. I understand that PrimeCredit has the right to offer additional services and facilities to me from time to time or modify existing services in respect of the use of my Card and my PIN, which may be subject to additional terms and conditions. The use of other services provided by PrimeCredit (including CSH Services and Electronic Services) are subject to the respective terms and conditions of each of these services as amended and supplemented by PrimeCredit from time to time. I agree to be bound by these terms and conditions when and if I use such services. I agree that PrimeCredit may, at its own discretion, accept or decline to act upon any instructions provided by me in connection with the use of such services. In any event, PrimeCredit will not be liable to me for any loss or damage suffered by me resulting from its execution of or refusal to act on such instructions in respect of such services.

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 WeWa Visa Card
(Effective Date: 1 March 2019)

Interest Rates / Finance Charges	
Annualised Percentage Rate (APR) for Retail Purchase	**31.97%-43.51%**, 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 aStatement 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	**37.56%-47.90%**, 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	**3.5%** of transaction amount or **HK$100** (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 Summary of Important Fees and Charges of PrimeCredit WeWa 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, maintance 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 d*ata 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

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 form 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.

June 2020

Octopus Automatic Add Value Service Application Terms and Conditions

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.
   (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 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 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) 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.

CC21132

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.

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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