

聲明及簽署 Declaration & Your Signature

本人 / 吾等證實上述資料及隨此申請表所附上之文件全部確實無訛。本人 / 吾等已閱讀及同意此申請表上之各項計劃內容 (並不限於申請信銀國際信用卡) 的有關條款及細則。本人 / 吾等獲貴行所發之信用卡將附有貴行之信銀國際信用卡會員合約, 該合約亦會在要求索取時提供。本人 / 吾等同意 (i) 信銀國際信用卡會員合約及此申請表格之條款將構成本人 / 吾等與貴行就申請及使用該(等) 信用卡之協議; (ii) 按信銀國際信用卡會員合約所述方式共同及個別地履行其中所列的責任。本人 / 吾等已索取及閱讀貴行給予客戶「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」。本人 / 吾等同意本人 / 吾等的個人資料可披露予貴行不時給予客戶「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」中列明的人士及用作該通告中所指定的用途。本人 / 吾等授權中信銀行(國際)有限公司可透過聯絡有關之機構或人士等途徑以查證所呈交的申請資料之真確性及完整性。本人 / 吾等確定從沒有被頒佈破產令, 沒有向法院申請破產或意圖申請破產, 沒有擁有任何信用卡因未履行合約而被取消及沒有任何超出30日逾期還款之債務。本人 / 吾等在此申請表上的簽署與本人 / 吾等的儲蓄 / 往來戶口簽署相同以便申請自動櫃員機服務。

有關申請「八達通自動增值」服務的聲明 (如適用)

本人 / 吾等並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 / 吾等知悉及同意於本申請獲批核後, 本人 / 吾等之個人資料將連繫至本人 / 吾等持有之八達通。本人 / 吾等如簽署本申請表, 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。作為自動增值服務賬戶持有人, 本人同意為本申請表內的每項自動增值服務及 / 或個人八達通之申請向八達通卡有限公司繳付所有有關費用。本人授權中信銀行(國際)有限公司依照八達通卡有限公司不時給予中信銀行(國際)有限公司之指示而向八達通卡有限公司付款。本人承諾遵循信銀國際信用卡會員合約償付中信銀行(國際)有限公司。

I / We confirm that the above information and documents enclosed with this application are true and complete. I / We have read and agree to all the terms and conditions of relevant offer(s) (but not limited to the application of CNCBI Credit Card), printed in this application form. The issue of CNCBI Credit Card by you to me / us will be accompanied with your CNCBI Credit Cardmember Agreement, a copy of which is also available upon request. I / We agree (i) that all terms and conditions of the CNCBI Credit Cardmember Agreement and (ii) this form will constitute my/our agreement with you for the application for and the use of such card(s). I / We have obtained and read your "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data". I / We also consent to the use of my / our personal data in accordance with your "Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data" from time to time. I / We authorize China CITIC Bank International Limited to confirm the truth and completeness of information submitted in support this application, including contacting the relevant parties. I / We confirm that no bankruptcy order has ever been made against me / us and I / we am / are not in the process of petitioning for bankruptcy nor have any intention to do so, I / we confirm that I / we did not own any credit card that was cancelled due to default payment and I / we further confirm that currently I / we do not have any overdue payment exceeding 30 days in respect of any of my / our indebtedness. My / our signature(s) on this application form is/are the same as on my / our saving / current account(s) in relation to which ATM facilities are required.

Declaration of for the application of the Octopus Automatic Add Value Service (if applicable)

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

As the AAVS Account Holder, I also agree to be liable for all fees associated with the application by all the Applicants under this Application Form in respect of the AAVS and/or the Personalised Octopus as set out herein. I authorise China CITIC Bank International Limited 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 China CITIC Bank International Limited subject to and in accordance with the CNCBI Credit Cardmember Agreement.

X

主卡申請人簽署 Signature of Principal Card Applicant

X

日期 Date

X

附屬卡申請人簽署 Signature of Supplementary Card Applicant

X

日期 Date

根據個人資料(私隱)條例, 你可隨時免費選擇不接收本行日後發出的任何宣傳推廣資料, 如有需要提出此項要求, 請致函本行資料保護主任(地址: 香港鰂魚涌英皇道979號太古坊常盛大廈18樓)。
According to the Personal Data (Privacy) Ordinance, you may, at any time and without charge, choose not to receive any of the Bank's future promotional materials. If you have such request, please write to our Data Protection Officer by post at 18/F, Somerset House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong.

銀行專用 FOR BANK USE ONLY

Branch Code :	Sales Code :	RMG
0 0		

信銀國際信用卡會員合約之主要條款及細則

重要提示：閣下宜仔細閱讀信銀國際信用卡會員合約全文，尤須注意以下主要條款及細則。

1. 會員必須在收到以他的名義所發出的信銀國際信用卡（「信用卡」）後立刻在卡上簽署。
 2. 會員應經常小心保管其信用卡並確保其信用卡由其本人所持有及應將與使用其信用卡有關的任何私人密碼保密。若遺失私人密碼或私人密碼被他人得知則應即時通知中信銀行（國際）有限公司（「銀行」）。
 3. 如會員無法在繳款日期或之前全數繳付月結單總結欠，銀行將由對上一期月結單載數日期（「上月月結單載數日」）起，以收費表列明的一般零售交易及現金透支的每月平息（「標準月息率」）按每日結欠徵收財務費用，直至月結單上之所有結欠繳清為止。所有於上月月結單載數日後過賬之交易，銀行將由其交易日起至其繳清的期間內徵收財務費用。
 4. 會員應向銀行償還銀行向會員要求、收取或追討根據信銀國際信用卡會員合約應支付的任何款項時所招致的所有合理律師費及其他費用及開支（包括債務追討公司的費用）或因違反或不遵守信銀國際信用卡會員合約中的任何條款而引致的其他補償。
 5. 會員作出欺騙行為、嚴重疏忽或未能在發現其信用卡或私人密碼已遺失或被竊或私人密碼被他人得知後合理可行地盡早通知銀行，或未能根據銀行的指示保護其私人密碼，則會員將須承擔與其信用卡有關的所有損失。
 6. 會員可能須承擔在其通知銀行其信用卡或私人密碼已遺失或被竊或私人密碼被他人得知前，其信用卡被用作進行的未經授權交易的損失。只要會員並非作出欺騙行為、嚴重疏忽或在發現其信用卡或私人密碼已遺失或被竊後合理可行地盡早通知銀行，其就遺失信用卡所須負的最高責任為**HK\$500**。
 7. 若銀行在會員收到月結單後60天內並無收到會員的通知說明月結單有錯誤或任何交易未經授權，則月結單將被視為確證。
 8. 銀行有權隨時在不須通知下將會員的任何或所有賬戶（在任何地方）與其在銀行或其任何分行、支行或附屬機構的債務組合或合併，及抵銷或轉撥存於會員賬戶中貸方的任何款項，以清償前欠未付銀行的債務，不論該債務的形式是主要、附屬、個別、共同或以其他貨幣虧欠。但銀行不可將任何附屬卡會員的賬戶中存於貸方的任何款項用以償還主卡會員或其他附屬卡會員欠付銀行的債務。
 9. 每位會員應就其所引起的所有費用負責，而主卡會員應額外就每位附屬卡會員所引起的所有費用負責。
 10. 銀行有權隨時要求會員即時繳款，而會員應在相關月結單所指定的繳款日期或之前向銀行繳付月結單結餘。
 11. 若會員拒絕接受銀行對信銀國際信用卡會員合約作出的任何修改，會員可取消其信用卡。
 12. 會員需就其信用卡支付年費，信銀國際白金卡的主卡年費為**HK\$1,200**，附屬卡年費每張為**HK\$600**；信銀國際金卡的主卡年費為**HK\$500**，附屬卡年費每張為**HK\$250**；信銀國際普通信用卡主卡年費為**HK\$250**，附屬卡年費每張為**HK\$125**。
 13. 會員的個人資料可向與銀行的「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」或銀行類似的通知(可經不時修訂、補充或更改，簡稱「關於客戶資料致客戶的通知」)中不時所列的該等人士披露及用作當中所列的該等用途。
 14. 銀行有權要求客戶親臨分行提供有關個人資料正本以作核對之用。
 15. 銀行保留對有關信用卡申請之最終批核權。
 16. 若會員未能支付到期需付的款項，銀行可能委派債務追討公司收取有關款項。
- 本主要條款及細則的中英文本如有差異，概以英文版本為準。

Highlights of CNCBI Credit Cardmember Agreement

IMPORTANT: You are advised to read carefully the entire CNCBI Credit Cardmember Agreement. Your attention is particularly drawn to the following major terms and conditions.

1. The Cardmember shall sign the CNCBI Credit Card ("Credit Card") issued in his name immediately upon receipt.
2. The Cardmember shall keep his Credit Card secure under his personal control at all times and shall keep any Personal Identification Number (PIN) in connection with the use of the Credit Card strictly confidential and immediately inform China CITIC Bank International Limited (the "Bank") if the PIN is lost or known to any other person.
3. If the Cardmember fails to settle the entire amount of the Statement Balance by the stated Payment Due Date, a finance charge will apply to the daily outstanding balance based on the monthly flat rates for retail transaction and cash advance ("Standard Monthly Rate") as specified in the Schedule of Charges starting from the statement date of the preceding monthly statement ("Last Statement Date") until the outstanding Statement Balance is settled in full. All new transactions posted after the Last Statement Date will also be subject to the finance charge. The finance charge on new transactions will be calculated from the date of transaction to the date of full payment settlement.
4. The Cardmember shall fully reimburse the Bank of all reasonable legal and other fees and expenses (including the fees of debt collection agencies) incurred in demanding, collecting or recovering any sum payable hereunder from the Cardmember or for other remedies resulting from the breach or non-compliance of any terms of the CNCBI Credit Cardmember Agreement.
5. The Cardmember will be liable for all losses in connection with the Credit Card if he has acted fraudulently, with gross negligence, failed to inform the Bank as soon as reasonably practicable after having found his Credit Card or PIN has been lost or stolen or that someone else knows the PIN, or has failed to safeguard his PIN in accordance with the advice of the Bank.
6. The Cardmember may have to bear a loss when his Credit Card has been used for an unauthorised transaction before he has informed the Bank that his Credit Card or PIN has been lost or stolen or that someone else knows the PIN. Provided that he has not acted fraudulently, with gross negligence or has not otherwise failed to inform the Bank as soon as reasonably practicable after having found that his Credit Card or PIN has been lost or stolen, his maximum liability for such credit card loss shall be **HK\$500**.
7. Statement of account shall be considered conclusive if the Bank does not receive from the Cardmember notice of errors or unauthorised transactions within sixty (60) days from the receipt of the statement.
8. The Bank is entitled to, at any time without prior notice, combine or consolidate any or all of the Cardmember's accounts (wherever situate) with his liabilities to the Bank or any of its branches, sub-branches or subsidiaries and set off or transfer any sum or sums standing to the credit of any of the Cardmember's accounts in or towards satisfaction of the aforesaid liabilities to the Bank, whether such liabilities be primary, collateral, several, joint or in other currencies. However, the Bank may not apply any sum standing to the credit of the account of any Supplementary Cardmember in or towards satisfaction of the Principal Cardmember or other Supplementary Cardmembers to the Bank.
9. Each Cardmember shall be liable for all Charges incurred by him and the Principal Cardmember shall in addition be liable for the Charges incurred by each of the Supplementary Cardmembers.
10. The Bank is entitled to demand immediate payment at any time and the Cardmember shall pay to the Bank the Statement Balance on or before the Payment Due Date specified in the relevant monthly statement.
11. The Cardmember may cancel the Card if he refuses to accept any amendments to the CNCBI Credit Cardmember Agreement proposed by the Bank.
12. The Cardmember is liable to pay an annual fee in respect of his Card. Annual fee of Principal Card / Supplementary Card respectively is **HK\$1,200 / HK\$600** for CNCBI Platinum Credit Card; **HK\$500 / HK\$250** for CNCBI Gold Card; **HK\$250 / HK\$125** for CNCBI Classic Card.
13. The personal data of the Cardmember from time to time may be disclosed to such persons or used for such purposes as set out in the Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data or similar document of the Bank (as may be amended, supplemented or varied from time to time, "Notice to Customers Relating to the Data of Customer").
14. The bank reserves the right to request the customer to present the true copy of the related documents at branches of the Bank.
15. The Bank reserves the final approval right of the credit card application.
16. If the Cardmember shall fail to pay any sum due and payable by him, the Bank may appoint debt collection agencies to collect the same.

In the event of any inconsistencies between the English version and the Chinese version, the English version shall prevail.

推廣優惠（「推廣優惠」）之推廣條款及細則：

- 1) 推廣優惠只適用於2013年1月2日至2013年12月31日（包括首尾兩天）成功申請信銀國際VISA白金卡（「信用卡」）之主卡會員（「會員」）。
- 2) 推廣優惠不適用於現時持有或過去12個月內曾持有任何由中信銀行（國際）有限公司（「銀行」）發出之信用卡之申請人。
- 3) 若會員或銀行於發卡後12個月內取消有關之信用卡，銀行將從有關之信用卡賬戶扣除**HK\$800**之行政費用及已送贈之推廣優惠（如適用）而毋須事先通知。
- 4) 銀行保留給予會員任何之推廣優惠之權利，於送贈推廣優惠時，會員有關之信用卡賬戶按銀行之全權酌情決定為仍然有效、信用狀況良好、及未有取消或被終止，否則，銀行保留對個別會員撤回有關之推廣優惠之權利而毋須通知。
- 5) 迎新禮品
 - 5.1) 迎新禮品於遞交申請後將不能更改。每位會員可享有一份以下的迎新禮品。
 - 5.2) 現金回贈
 - i) 會員需於發卡後首2個月內以零售簽賬或現金透支三次，每次淨額滿**HK\$500**或以上，可享**HK\$300**現金回贈（「現金回贈」）。
 - ii) 現金回贈將於發卡後第4個月內回贈至會員有關之信用卡賬戶內。
 - iii) 現金回贈不得轉讓或兌換現金。
 - 5.3) 12個月免息免手續費套現分期計劃（「計劃」）
 - i) 會員可享批核信用額之百分之六十或**HK\$50,000**（以低較者為準）之套現金額（「套現金額」），銀行保留決定最終套現金額之權利。
 - ii) 套現金額將會於會員啟動有關之信用卡後七個工作天內存入會員於信用卡申請時指定之以會員個人名義開立之港元儲蓄戶口內或以掛號方式寄出支票到有關之信用卡月結單之郵寄地址。
 - iii) 套現分期之還款期為12個月。
 - iv) 於銀行批核後取消計劃需收取**HK\$200**行政費用，銀行將從會員有關之信用卡賬戶內扣除有關之行政費用而毋須事先通知。銀行保留決定任何於銀行批核後取消計劃或更改套現金額之權利。
 - v) 倘會員未能於到期還款日當日或之前全部清還月結單上所列明之套現金額總結欠（包括本計劃之還款），銀行將從會員有關之信用卡賬戶內扣除有關之財務費用，詳情請參閱隨函附奉之信銀國際信用卡收費。
 - 5.4) 利息回贈
 - i) 會員於發卡後首3個月內因未清付之結欠所產生之財務費用，可享50%利息回贈（「利息回贈」），總利息回贈上限為**HK\$1,000**。
 - ii) 利息回贈將於發卡後第5個月內回贈至會員有關之信用卡賬戶內。
 - iii) 利息回贈不得轉讓或兌換現金。
 - iv) 任何未誌賬 / 被取消 / 退款 / 無效之交易及欺詐交易，均不包括在計算利息回贈。銀行保留於有關之信用卡賬戶內直接扣除已回贈之利息回贈而毋須事先通知。
- 6) 網上申請現金回贈
 - 6.1) 會員於網上成功申請信用卡，並於發卡後首2個月內以零售簽賬或現金透支三次，每次淨額滿**HK\$500**或以上，可享**HK\$100**網上申請現金回贈（「網上申請現金回贈」）。
 - 6.2) 會員如選擇現金回贈為迎新禮品，只須附合推廣條款及細則第6.1條之要求，可同時享**HK\$100**網上申請現金回贈及**HK\$300**現金回贈。
 - 6.3) 網上申請現金回贈將於發卡後第4個月內回贈至會員有關之信用卡賬戶內。
 - 6.4) 網上申請現金回贈不得轉讓或兌換現金。
- 7) 首年3倍本地及4倍海外簽賬現金回贈
 - 7.1) 會員於發卡後首12個月內可享3倍本地簽賬現金回贈（為1.65%）及4倍海外簽賬現金回贈（為2.20%）（各自為「簽賬現金回贈」），簽賬現金回贈每月上限為**HK\$100**，12個月上限為**HK\$1,200**。
 - 7.2) 計算在簽賬現金回贈之合資格交易（「合資格交易」）包括已誌賬之零售簽賬、現金透支、網上購物及郵購 / 電話訂購。為免生疑，不合資格交易包括及不限於自動轉賬、經自動櫃員機 / 網上繳付賬項的金額、八達通自動增值、結餘轉賬、「套現分期計劃」、DollarSmart私人分期貸款之還款額、「幾時都分期」之每月供款、「月結單都分期」、「任何賬單都分期」及「幾時都分期」免息交稅的全數金額及每月供款、所有繳付予稅務局的款項、財務費用、年費、保險費用、賭場籌碼、銀行徵收之其他服務費用、任何未誌賬 / 被取消 / 退款 / 無效之交易及銀行不時指定的任何其他類型的交易。
 - 7.3) 本地簽賬是指所有以港幣結算之合資格交易，而海外簽賬是指所有以非港幣結算之合資格交易。合資格交易之誌賬日期必須為發卡後首12個月內。
 - 7.4) 簽賬現金回贈包括0.55%合資格交易之基本現金回贈（「基本現金回贈」）加上額外1.10%本地簽賬現金回贈及1.65%海外簽賬現金回贈。本推廣優惠受現金回贈獎賞計劃之條款及細則約束，詳情請瀏覽www.cncbinternational.com。
 - 7.5) 基本現金回贈將以每月月結單載數日計算，並於下一期的月結單回贈至會員有關之信用卡賬戶內；而簽賬現金回贈則會於簽賬誌賬後第三期的月結單回贈至會員有關之信用卡賬戶內。

例子（只供參考）：
假設2013年1月份月結單之合資格交易金額為**HK\$10,000**（本地簽賬為**HK\$4,000**，海外簽賬為**HK\$6,000**。）
2013年1月份月結單之基本現金回贈將於2013年2月份月結單回贈至會員有關之信用卡賬戶內

 - 基本現金回贈 = $\text{HK\$10,000} \times 0.55\% = \text{HK\$55}$

2013年1月份月結單之簽賬現金回贈將於2013年3月份月結單回贈至會員有關之信用卡賬戶內

 - 本地簽賬現金回贈 = $\text{HK\$4,000} \times 1.10\% = \text{HK\$44}$
 - 海外簽賬現金回贈 = $\text{HK\$6,000} \times 1.65\% = \text{HK\$99}$ （註：總簽賬現金回贈為**HK\$143**，超出每月上限**HK\$100**，因此會員可享之簽賬現金回贈為**HK\$100**。）
- 8) 八達通自動增值服務現金回贈
 - 8.1) 會員（主卡或附屬卡會員）於發卡後首3個月內為其個人及 / 或其他八達通自動增值服務申請人成功申請八達通自動增值服務並最少自動增值一次，可享**HK\$50**八達通自動增值服務現金回贈（「八達通自動增值服務現金回贈」）。
 - 8.2) 每個有關之信用卡賬戶（主卡及所有附屬卡均被視為同一有關主卡之信用卡賬戶）可享最多4次八達通自動增值服務現金回贈，即上限為**HK\$200**。
 - 8.3) 八達通自動增值服務現金回贈將於發卡後第4個月內回贈至會員有關之信用卡賬戶內。
 - 8.4) 八達通自動增值服務之申請須受「八達通自動增值」服務及個人八達通之申請條款約束。
- 9) 倘申請人未能符合白金卡申請要求，將當作金卡 / 普通卡申請處理，有關申請不可獲享本推廣優惠。
- 10) 銀行保留權利可以隨時刪除、取代、增補或修改任何本推廣優惠之推廣條款及細則而毋須通知。如有任何爭議，銀行將有最終決定權並對會員具有約束力。
- 11) 倘若本條款及細則之中、英文版本有任何歧異，概以英文版本為準。

Promotional Terms and Conditions for Promotional Offer ("Promotional Offer"):

- 1) This Promotional Offer only applies to cardmember ("Cardmember(s)") of the Principal card of CNCBI VISA Platinum Card ("Card(s)") whose application is applied and approved from 2 January 2013 to 31 December 2013 (both dates inclusive).
- 2) The Promotional Offer is not applicable to applicant who currently holds and / or held a credit card issued by China CITIC Bank International Limited (the "Bank") in the past 12 months.
- 3) If Cardmember or the Bank cancels the Card within the first 12 months of card issuance, a handling fee of **HK\$800** and the credited Promotional Offer (if applicable) will be deducted by the Bank from the relevant credit card account without prior notice.
- 4) The Bank reserves the right to offer any of the Promotional Offer to Cardmembers whose relevant credit card account is determined at the Bank's sole discretion to remain valid and in good standing, and is not cancelled or terminated at the time of fulfillment. Otherwise the Bank may terminate the relevant Promotional Offer for such Cardmember without notice.
- 5) Welcome Offer ("Welcome Offer")
 - 5.1) Welcome Offer cannot be changed after application is submitted. Each Cardmember can only enjoy one of the following Welcome Offers.
 - 5.2) Cash Rebate
 - i) Cardmember is entitled to a **HK\$300** cash rebate ("Cash Rebate") for three single retail transactions or cash advances at a net amount of **HK\$500** or above for each retail transaction or cash advance within the first 2 months of card issuance.
 - ii) Cash Rebate will be credited to the relevant credit card account in the 4th month of card issuance.
 - iii) Cash Rebate is not transferable or redeemable for cash.
 - 5.3) 12-month Interest-Free Cash-In Installment Program With Handling Fee Waiver ("Program")
 - i) Cardmember is entitled to a cash-in amount ("Cash-In Amount") in the sum of 60% of the approved credit limit of the relevant credit card account or **HK\$50,000**, whichever is lower. In case of any dispute over the Cash-In Amount, the Bank reserves the right of final decision of Cash-In Amount.
 - ii) Cash-In Amount will be credited to the HKD savings account under single name of the Cardmember designated by Cardmember at the time of credit card application or by registered mail sending the cheque to the mailing address of monthly statement of the relevant credit card account within 7 working days after activation of the relevant credit card by Cardmember.
 - iii) The tenor for repayment of the Cash-In Amount is 12 months.
 - iv) Subsequent cancellation of the Program upon the Bank's approval is subject to an administration fee of **HK\$200** which will be deducted from the relevant credit card account by the Bank without prior notice. The Bank reserves the right of final decision of any subsequent cancellation of the Program or adjustment of the Cash-In Amount upon its approval.
 - v) The Bank will deduct a finance charge from the relevant credit card account if Cardmember does not settle the entire outstanding balance of the Cash-In Amount as shown on the monthly statement (including the Program repayment) when it becomes due and payable. Please refer to CNCBI Credit Card Fees and Charges enclosed herewith for details.
 - 5.4) Interest Rebate
 - i) Cardmember can enjoy a 50% interest rebate ("Interest Rebate") on financial charges accrued on the overdue balance of the relevant credit card account within the first 3 months of card issuance, up to a maximum aggregate Interest Rebate of **HK\$1,000**.
 - ii) Interest Rebate will be credited to the relevant credit card account in the 5th month of card issuance.
 - iii) Interest Rebate is not transferable or redeemable for cash.
 - iv) Any unposted / cancelled / refunded / invalid transaction(s) and transaction(s) determined to be fraudulent is / are not included in the calculation of Interest Rebate. The Bank reserves the right to deduct the credited Interest Rebate from the relevant credit card account directly without prior notice.
- 6) Online Application Cash Rebate
 - 6.1) Cardmember is entitled to **HK\$100** cash rebate ("Online Application Cash Rebate") for credit card application applied and approved via online with three single retail transactions or cash advances at a net amount of **HK\$500** or above for each retail transaction or cash advance within the first 2 months of card issuance.
 - 6.2) Cardmember who selected Cash Rebate as a Welcome Offer can enjoy both **HK\$100** Online Application Cash Rebate and **HK\$300** Cash Rebate upon fulfilling the requirement as stated in Clause 6.1 above.
 - 6.3) Online Application Cash Rebate will be credited to the relevant credit card account in the 4th month of card issuance.
 - 6.4) Online Application Cash Rebate is not transferable or redeemable for cash.
- 7) First Year 3X on Local and 4X on Overseas Spending Cash Rebate
 - 7.1) Cardmember can enjoy 3 times cash rebate (at 1.65%) on Local Spending and 4 times cash rebate (at 2.2%) on Overseas Spending (each a "Spending Cash Rebate") within the first 12 months of card issuance. Maximum Spending Cash Rebate is **HK\$100** per month for up to a period of 12 months.
 - 7.2) Eligible Transaction(s) ("Eligible Transaction(s)") for the calculation of the Spending Cash Rebate include posted transaction(s) including retail purchase, cash advance, online retail transaction(s) and retail transaction(s) incurred by way of mail / phone order(s). For the avoidance of doubt, transaction(s) shall not be considered as Eligible Transaction(s) include, but not limited to, autopay, ATM / online payment, Octopus Automatic Add Value Service payment, balance transfers, Cash-in Installment Program, DollarSmart Personal Installment Loan, Retail Purchase Interest-free Flexi Installment Plan, Statement Balance Interest Free Installment Plan, Non-Conventional Interest Free Flexi Installment Plan and Flexi-Tax Installment Program, payments to the Inland Revenue Department, finance charges, annual fees, relevant insurance payments, purchase of casino chips, other banking service charges, any unposted / cancelled / refunded / invalid transactions and any other types of transactions specified by the Bank from time to time.
 - 7.3) Local Spending means all Eligible Transaction(s) made in Hong Kong dollars while Overseas Spending means all Eligible Transaction(s) made in currency other than Hong Kong dollars. Post date of an Eligible Transaction shall be within the first 12 months of card issuance.
 - 7.4) The Spending Cash Rebate consists of a basic cash rebate of 0.55% of all Eligible Transactions ("Basic Cash Rebate") and an additional cash rebate of 1.10% on Local Spending and 1.65% on Overseas Spending. This Promotional Offer is subject to the Terms and Conditions for "Cash Rebate" Rewards Program. Please visit www.cncbinternational.com for details.
 - 7.5) The Basic Cash Rebate will be calculated on the relevant statement date of each monthly statement and will be credited to the relevant credit card account in the following monthly statement while the Spending Cash Rebate will be credited to the relevant credit card account in the third monthly statement after the transaction is posted.

Example (for illustrations only):
Assuming the amount of Eligible Transactions in the January 2013 monthly statement is **HK\$10,000** (Local Spending is **HK\$4,000** and Overseas Spending is **HK\$6,000**).
Basic Cash Rebate in the January 2013 monthly statement will be credited to the relevant credit card account in the February 2013 monthly statement

 - Basic Cash Rebate = **HK\$10,000** x 0.55% = **HK\$55**

Spending Cash Rebate in the January 2013 monthly statement will be credited to the relevant credit card account in the March 2013 monthly statement

 - Cash Rebate for Local Spending = **HK\$4,000** x 1.10% = **HK\$44**
 - Cash Rebate for Overseas Spending = **HK\$6,000** x 1.65% = **HK\$99** (Note: Total Spending Cash Rebate is **HK\$143** which is exceeded the maximum Spending Cash Rebate of **HK\$100** per month. As such, Cardmember can enjoy Spending Cash Rebate of **HK\$100**)
- 8) Octopus Automatic Add Value Service Cash Rebate
 - 8.1) Cardmember(s) (Principal or all Supplementary Cardmembers) sign-up for Octopus Automatic Add Value Service for themselves and / or other applicant(s) of Octopus Automatic Add Value Service and reloads at least once within the first 3 months of card issuance is entitled to a **HK\$50** cash rebate ("Octopus AAVS Cash Rebate").
 - 8.2) Each relevant credit card account (Principal and all Supplementary Cards will be accounted in the relevant Principal credit card account) is entitled to a maximum of 4 times of the Octopus AAVS Cash Rebate of **HK\$50**, at an aggregate amount of **HK\$200**.
 - 8.3) Octopus AAVS Cash Rebate will be credited to the relevant Principal credit card account in the 4th month of card issuance.
 - 8.4) Application for the Octopus Automatic Add Value Service is subject to the Terms of Application for Octopus Automatic Add Value Service and Personalized *Octopus*.
- 9) An applicant whose application does not meet the requirements of Platinum Credit Card will be considered as Gold/Classic Card application. Gold/Classic Cardmembers are not entitled to the Promotional Offer.
- 10) The Bank reserves the right to delete, replace, supplement or amend any of the Promotional Terms and Conditions for Promotional Offer without notice. In case of any dispute, decision of the Bank shall be final and binding on Cardmembers.
- 11) In the event of any inconsistency between the English and Chinese versions of these Promotional Terms and Conditions, the English version shall prevail.

資料概要 / 信銀國際信用卡收費

生效日期：2012年12月1日

財務費用*															
購物簽賬實際年利率	當你開立賬戶時，購物簽賬實際年利率為 34.49% [^] (標準月息率2.5%) ¹ 或 42.58% [^] (標準月息率3.0%) ² ，但會不時作出檢討。如果你在每月的到期還款日之前支付全數欠款，我們不會向你收取財務費用。否則，財務費用將按(i)所有未清付的結欠(顯示於上一期月結單內)須從到期還款日前一個月結單截數日起按日計息直至所有款項清繳為止，以及(ii)所有在到期還款日前一個月結單截數日後記誌的新交易款項須根據交易日期起按日計息，直至全數清還為止。														
現金透支實際年利率	當你開立賬戶時，現金透支實際年利率為 36.43% [^] (標準月息率2.5%) ¹ 或 44.90% [^] (標準月息率3.0%) ² ，但會不時作出檢討。財務費用會由透支日期起按日計息，直至全數清還為止。														
拖欠下的購物簽賬實際年利率	如客戶連續兩個月月結單週期未能於有關信用卡月結單所列之到期還款日期或之前繳付應付之最低付款額，由下期月結單週期首日起至(並包括)該月結單週期完結日(即下期月結單之信用卡截數日期)為止， 42.58% ^{^1} 或 45.93% ^{^2} 的實際年利率將分別適用於你的賬戶。當銀行仍未收取全數的最低付款額，該等利率將維持適用於其後的月結單週期。如銀行收取了全數的最低付款額，標準月息率將適用於下期月結單週期。														
拖欠下的現金透支實際年利率	如客戶連續兩個月月結單週期未能於有關信用卡月結單所列之到期還款日期或之前繳付應付之最低付款額，由下期月結單週期首日起至(並包括)該月結單週期完結日(即下期月結單之信用卡截數日期)為止， 44.90% ^{^1} 或 48.42% ^{^2} 的實際年利率將分別適用於你的賬戶。當銀行仍未收取全數的最低付款額，該等利率將維持適用於其後的月結單週期。如銀行收取了全數的最低付款額，標準月息率將適用於下期月結單週期。														
免息還款期	長達 52 天														
最低付款額	利息及費用(包括可能收取的會員年費)及所欠本金總額的 1% 及超逾信用額之全數金額(如有的話)(最低付款額的最低金額為HKD50)。														
收費															
會員年費	<table border="0"> <tr> <td>主卡</td> <td>附屬卡</td> </tr> <tr> <td>- 白金卡</td> <td>HKD1,200</td> </tr> <tr> <td>- 金卡</td> <td>HKD500</td> </tr> <tr> <td>- 普通卡</td> <td>HKD250</td> </tr> <tr> <td></td> <td>HKD600</td> </tr> <tr> <td></td> <td>HKD250</td> </tr> <tr> <td></td> <td>HKD125</td> </tr> </table>	主卡	附屬卡	- 白金卡	HKD1,200	- 金卡	HKD500	- 普通卡	HKD250		HKD600		HKD250		HKD125
主卡	附屬卡														
- 白金卡	HKD1,200														
- 金卡	HKD500														
- 普通卡	HKD250														
	HKD600														
	HKD250														
	HKD125														
現金透支手續費 - 經銀行櫃檯、「銀通」或VISA/MasterCard自動櫃員機網絡	交易金額之 3.5% (最低HKD100)														
現金透支服務費 - 經銀行櫃檯	每次 HKD20														
海外交易手續費	以非港幣所進行之交易金額之 0.75%														
外幣折算費	VISA或MasterCard向卡之簽發人收取的外幣折算費*														
逾期費用 - 未能於指定繳款日期前繳付最低付款額	最低付款額之 5% (最低HKD180，最高HKD250)														
超逾信用額手續費 - 賬戶總結欠超逾信用卡賬戶之信用額	每次 HKD150														
自動轉賬退回或退票手續費	每次 HKD150														
補領信用卡費用	每張 HKD120														
索取信用卡購物單據副本費用	每份 HKD55														
索取月結單副本費用	每份 HKD55														
索取賬戶證明書手續費	每份 HKD150														
銀行櫃位繳付賬項手續費(現金交易)	每次 HKD20 - 不適用於信銀國際人民幣信用卡 - 手續費將於繳費後下一個工作天誌賬於會員之信用卡賬戶														
賬戶結餘取款手續費 - 以銀行支票/本票提取 - 經CHATS轉出款項到其他銀行(港元、美元或歐羅)	每次 HKD55 每次 HKD150														

註：

¹ 適用於VISA普通卡、VISA金卡、VISA白金卡(包括CITICfirst白金卡及私人銀行卡)及Seed信用卡。

² 適用於Aqua信用卡。

 * 財務費用之每月最低金額為**HKD20**。

[^] 實際年利率乃按《銀行營運守則》所載之方法計算。

[#] VISA及MasterCard向卡之簽發人收取的外幣折算費之百分率為**1%**。

 銀行保留不時修訂各項收費和增設新收費項目之權利。本收費表內所載之服務費於付印時為最新資料，內容若有更改，銀行將於作出通知後始作調整。若本單張未有列出客戶所需要的服務收費資料，或客戶對所列之收費及費用有任何疑問，請與各分行職員聯絡或致電**2280 1288**查詢。

本通知的中英文版本如有歧異，概以英文版本為準。

Key Facts Statement / CNCBI Credit Card Fees and Charges

Effective Date: 1 December 2012

FINANCE CHARGES*													
Annualized Percentage Rate (APR) for Retail Purchase	34.49% [^] (Standard Monthly Rate at 2.5%) ¹ or 42.58% [^] (Standard Monthly Rate at 3.0%) ² when you open your account and it will be reviewed from time to time. We will not charge you finance charge if you pay your balance in full by the due date each month. Otherwise, finance charge will be charged on (i) the unpaid balance (shown in previous statement of account) from the date of the previous statement on a daily basis until payment in full and (ii) the amount of each new transaction (entered into since the previous statement date) from the date of that new transaction on a daily basis until payment in full.												
APR for Cash Advance	36.43% [^] (Standard Monthly Rate at 2.5%) ¹ or 44.90% [^] (Standard Monthly Rate at 3.0%) ² when you open your account and it will be reviewed from time to time. Finance charge will be charged on the amount of cash advance from the date of the transaction on a daily basis until payment in full.												
Delinquent APR for Retail Purchase	42.58% ^{^1} or 45.93% ^{^2} it may be applied to your account if the Minimum Payment Due amount is not received by the Payment Due Date as shown in the relevant credit card statement for 2 consecutive statement periods, finance charge will be levied during the next statement period commencing from the start date of the next statement period up to and including the end date of the statement period (i.e. statement date of the next statement). Such rates shall continue to apply in the subsequent statement periods insofar as no Minimum Payment Due has been received by the Bank in full. The Standard Monthly Rate shall apply to the next statement period if the Minimum Payment Due is received in full.												
Delinquent APR for Cash Advance	44.90% ^{^1} or 48.42% ^{^2} it may be applied to your account if the Minimum Payment Due amount is not received by the Payment Due Date as shown in the relevant credit card statement for 2 consecutive statement periods, finance charge will be levied during the next statement period commencing from the start date of the next statement period up to and including the end date of the statement period (i.e. statement date of the next statement). Such rates shall continue to apply in the subsequent statement periods insofar as no Minimum Payment Due has been received by the Bank in full. The Standard Monthly Rate shall apply to the next statement period if the Minimum Payment Due is received in full.												
Interest Free Period	Up to 52 days												
Minimum Payment Due	All interest and fees and charges including Annual Membership Fee(s) that may be charged, plus 1% of outstanding principal, plus any overlimit amount (if any) (the minimum amount of Minimum Payment is HKD50).												
FEES													
Annual Membership Fee	<table border="0"> <tr> <td></td> <td><u>Principal</u></td> <td><u>Supplementary</u></td> </tr> <tr> <td>- Platinum Card</td> <td>HKD1,200</td> <td>HKD600</td> </tr> <tr> <td>- Gold Card</td> <td>HKD500</td> <td>HKD250</td> </tr> <tr> <td>- Classic Card</td> <td>HKD250</td> <td>HKD125</td> </tr> </table>		<u>Principal</u>	<u>Supplementary</u>	- Platinum Card	HKD1,200	HKD600	- Gold Card	HKD500	HKD250	- Classic Card	HKD250	HKD125
	<u>Principal</u>	<u>Supplementary</u>											
- Platinum Card	HKD1,200	HKD600											
- Gold Card	HKD500	HKD250											
- Classic Card	HKD250	HKD125											
Cash Advance Handling Charge - Over the bank counter or via JETCO ATM or via JETCO ATM or VISA/MasterCard ATM Network	3.5% of transaction amount (minimum HKD100)												
Cash Advance Service Charge - Over the bank counter	HKD20 per transaction												
Overseas Transactions Fee	0.75% of transaction amount for transaction effected in a currency other than Hong Kong Dollars												
Foreign Currency Conversion Fee	An amount equivalent to the charge imposed by VISA or MasterCard on the issuer of the Card for any foreign currency conversion#												
Late Payment Fee - Fail to pay Minimum Payment Due by Payment Due Date	5% of Minimum Payment Due (minimum HKD180 and maximum HKD250)												
Overlimit Charge - Outstanding Balance exceeds assigned Credit Limit	HKD150 each time												
Rejected Autopay Transaction & Bounced Cheque Handling Fee	HKD150 per item												
Card Replacement Fee	HKD120 per card												
Request for Sales Slip Copy Fee	HKD55 per copy												
Request for Statement Copy Fee	HKD55 per copy												
Request for Bank Confirmation Letter Handling Fee	HKD150 per copy												
Handling Fee on Over-the-Counter Payment at Branch (Cash transactions)	HKD20 per transaction - Not applicable to CNCBI RMB Credit Card - Handling fee will be debited from Cardmember's Credit Card Account on the next working day after payment												
Credit Balance Withdrawal Handling Fee - By Cheque / Cashier Order - CHATS Transfer Out to other Bank's account (in HKD, USD or EUR)	HKD55 per cheque HKD150 each time												

Remarks:

¹ Applicable to VISA Classic Card, VISA Gold Card, VISA Platinum Card (including CITICfirst Platinum Card and Private Banking Card) and Seed Credit Card.

² Applicable to Aqua Credit Card.

 * The Minimum Finance Charge per month is **HKD20**.

[^] APR is calculated according to the standard method set out in the "Code of Banking Practice".

[#] The prevailing reimbursement charge imposed by VISA and MasterCard on card issuers is **1%**.

The Bank reserves the right to revise any charges and introduce new charge items from time to time. The service charges listed in this leaflet are correct at the time of printing but remain subject to change with notice. For charges not listed in this leaflet, or any enquiries regarding the fees and charges contained in this leaflet, please contact our branch staff or call 2280 1288 for details.

If there is any discrepancy between the English and Chinese versions of this notice, the English version shall prevail.

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

一、除非文義另有規定，以下詞語在本通告內應具有如下涵義：

「銀行」指中信銀行（國際）有限公司；

「客戶」應具有第二段賦予該詞的涵義；

「集團」指銀行、銀行的任何附屬企業和/或它們各自的任何關聯或聯繫企業、銀行的任何直接或間接母企業、上述任何母企業的任何附屬企業和/或它們各自的任何關聯或聯繫企業。為免產生疑問，這亦包括在中國中信集團有限公司的集團內的企業（「附屬企業」、「母企業」和「企業」應具有《公司條例》（香港法例第32章）規定的涵義）；和

「條例」指《個人資料（私隱）條例》（香港法例第486章）。

二、個人資料的範圍

這包括銀行通過為客戶（包括但不限於個人、獨資經營者、合夥企業、公司及非法團組織客戶）開立戶口、提供銀行信貸服務或任何服務或在與客戶維持正常業務往來過程中所收集及持有的所有客戶資料、賬戶詳情、交易記錄及其他情況。

發給客戶的本通告中的各項規定亦應適用於（但不限於）下列各項：(a) 如為個人賬戶持有人、聯名賬戶持有人或獨資經營者，有關的相關個別人士，(b) 如為合夥企業，合夥企業的每名合夥人，(c) 如為公司實體，任何就開立或操作戶口之目的而向銀行提供任何個人資料的個別董事、股東、高級職員或經理，(d) 銀行向客戶批出或將批出的任何銀行或信貸額度之任何擔保人、提供抵押品的人士或保證人，及(e) 任何在開立戶口過程中或為銀行提供的任何服務的目的而已向銀行提供資料的其他人士（統稱「客戶」）。

三、收集客戶資料的重要性

客戶在申請開立戶口或延續戶口、建立或延續銀行信貸便利或要求銀行提供銀行服務時，需要不時向銀行提供有關的資料。客戶倘未能向銀行提供有關資料可能導致銀行無法開立或延續戶口、處理信貸申請、建立或延續銀行信貸便利或提供銀行服務。銀行可於延續銀行關係的正常業務往來過程中收集客戶的個人資料，如客戶簽發支票或存款。

四、收集客戶資料的目的及用途

有關的客戶資料將可能會用於下列用途：-

i) 為提供銀行服務和信貸便利給客戶之日常運作；

ii) 為申請銀行服務或信貸便利作信貸檢查及定期或特別覆核，一般每年進行一次或多次；

iii) 建立及維持銀行的信貸評分模式；

iv) 協助其他金融機構、信用卡或消費卡發行人或信貸資料服務機構作信貸檢查及追討債務；

v) 確保客戶維持可靠信用；

vi) 設計供客戶使用的財務服務或有關產品；

vii) 直接宣傳下列服務及產品（銀行或會從有關的服務及產品中收取報酬），上述直接宣傳活動不一定與開立戶口或延續戶口及建立或延續銀行信貸便利或提供銀行服務直接有關：

(a) 財務、保險、信用卡、銀行及相關服務及產品；

(b) 獎賞、獎勵或優惠計劃及相關服務及產品；及

(c) 由銀行的品牌合作夥伴推出的服務及產品（有關品牌合作夥伴的名字載於有關服務及產品的申請表格中）；及

該等服務或產品可由下列機構提供和/或宣傳：-

(a) 銀行或集團的其他成員；

(b) 第三者金融機構、保險商、信用卡公司、證券及投資服務供應商；

(c) 第三者獎賞、獎勵或優惠計劃供應商；及

(d) 銀行及集團的其他成員的品牌合作夥伴；

viii) 確定銀行對客戶或客戶對銀行的債務；

ix) 向客戶及為客戶提供擔保或抵押的人士追收欠款；

x) 達成或遵守任何在對銀行、集團的任何其他成員和/或其各自的分行或辦事處具有約束力或適用的任何法律、規則或規例下須作出披露的要求或義務，或遵守銀行、集團的任何其他成員和/或它們各自的任何分行或辦事處有責任、被告知、獲建議或預期須遵守的任何由政府機構、監管機構、自律機構或其他主管機構發出的任何通知、指示或指引或與其簽署的協議，包括但不限於向對銀行、集團任何其他成員和/或它們各自的任何分行或辦事處具有司法管轄權或與其簽署合約或其他形式之協議的任何有關監督機構、監管機構、稅務機構或其他管轄機構作出披露；

xi) 促進集團的綜合監管，包括但不限於進行內部審計及履行風險管理；

xii) 使銀行的實際或建議承讓人、或銀行對客戶的權利的參與人或附屬參與人評核意圖成為轉讓、參與或附屬參與的交易；

xiii) 備存客戶之信貸記錄（不論客戶及銀行或資料收集人是否存在任何關係）以作現時及將來之參考用途；及

xiv) 一切直接與上述有聯繫、有附帶性及有關的用途和客戶可能不時同意的其他用途。

五、資料保密

客戶資料絕對保密，但銀行或接收者可能會就第四段列明的其他用途而把有關資料提供給下列人士（不論在香港或香港以外）：-

i) 任何中間人、承包商、或向銀行提供行政、電訊、電腦、支付、證券結算、收賬或其他和銀行業務運作有關的服務之第三者服務供應商；

ii) 任何對銀行資料有保密責任的人士（該等人士為促進銀行所提供，與銀行不時向其客戶提供、要約或給予的服務相關的銀行、投資、信貸或其他類型的服務）或集團任何成員（包括上述人士或成員、其各自的高級職員、僱員、代理和代表）；

iii) 付款銀行向出票人提供已付款支票的副本（而其中可能載有關收款人資料）；

iv) 信貸資料服務機構；而在客戶欠賬時，則可將該等資料提供給收數公司；

- v) 銀行、集團任何其他成員和/或它們各自的任何分行或辦事處在對其本身或它們具有約束力或適用的任何法律、規則、規例、通知、指示、指引或以契約或其他形式之義務下有責任、規定、被告知、獲建議或預期須向該人、組織或主管機構作出披露的任何人、組織或主管機構；
- vi) 任何發生或建議發出保證或第三方保證以保證或確保客戶之責任或法律責任之一方；
- vii) 任何銀行實際或建議中的承讓人、參與人、附屬參與人或銀行對客戶的權利轉讓時的承讓人，包括但不限於香港按揭證券有限公司（以下簡稱「香港按揭公司」）或根據銀行與香港按揭公司就銀行出售之按揭或其他抵押而作出之合約安排下所規定或所需之其他人士；
- viii) (a) 集團各名成員；
 (b) 第三者金融機構、保險商、信用卡公司、證券及投資服務供應人；
 (c) 第三者獎賞、獎勵或優惠計劃供應人；
 (d) 銀行及集團的其他成員的品牌合作夥伴（有關品牌合作夥伴的名字載於有關服務及產品的申請表格中）；及
 (e) 銀行就上述第四(vii)條聘請的外部服務供應人（包括但不限於郵遞商、電訊公司、電話銷售及直銷代理商、傳呼中心、資料處理公司及資訊科技公司）。
- ix) 銀通自動櫃員機服務有限公司（以下簡稱「銀通」）、銀行網絡內任何櫃員機之經營者及簽發在銀通網絡內使用櫃員機卡之其他發卡者。

六、轉移資料往香港以外地區

銀行可能為不同的目的（如處理及儲存）不時將客戶的資料轉移往香港以外地區。該等資料可按照適用於有關司法管轄區的當地法律、規則及規例予以披露、處理、貯存或維持。

七、個人信貸資料

i) 就有關客戶（無論以借款人、抵押人或擔保人身份及無論以客戶個人名義或與他人聯名）申請按揭的資料而言，銀行可將如下關於客戶的資料（包括任何下述資料不時更新的任何資料）提供予信貸資料服務機構：

- (a) 全名；
- (b) 關於每項按揭的個人身份（即借款人、抵押人或擔保人及無論以客戶個人名義或與他人聯名作出）；
- (c) 香港身份證號碼或旅遊證件號碼；
- (d) 出生日期；
- (e) 通訊地址；
- (f) 每項按揭的按揭賬戶號碼；
- (g) 每項按揭的信貸種類；
- (h) 每項按揭的按揭賬戶狀況（生效、已結束、已撇賬等）；和
- (i)（如有）每項按揭的按揭賬戶結束日期。

信貸資料服務機構會使用上述由銀行提供的資料統計客戶（分別以借款人、按揭人或擔保人身份及無論以客戶個人名義或與他人聯名作出）不時在香港的信貸提供者處持有的按揭宗數，於信貸資料服務機構的信貸資料庫內讓信貸提供者共用（受限於個人信貸資料實務守則的規定）。

ii) 根據條例中的條款及根據條例發佈的個人信貸資料實務守則，任何個人客戶有權：

- (a) 審查銀行是否持有他/她的資料及有權查閱有關的資料；
- (b) 要求銀行改正有關他/她不準確的資料；
- (c) 查悉銀行對於資料的政策及實際運用及告知銀行持有關於他/她的個人資料種類；
- (d) 在與個人信貸有關的情況下，要求獲告知那些資料是會向信貸資料服務機構或收數公司例行披露，以及獲提供進一步資料，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要求；及
- (e) 對於銀行向信貸資料服務機構提供的個人信貸資料（為免產生疑問，包括任何賬戶還款資料），於悉數清償欠款而終止戶口時，指示銀行向信貸資料服務機構要求從資料庫刪除有關賬戶資料，惟是項指示須於終止戶口後5年內提出，而該戶口在緊接終止之前5年內，並無拖欠還款超過60天的記錄。賬戶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（即緊接銀行上次向信貸資料服務機構提供最後一次還款資料前不超過31天的期間）、剩餘可用信貸額或未償還數額（即過期欠款額及逾期還款日數、清還過期欠款的日期和全數清還拖欠超過60天的欠賬的日期（如有））。如出現關於戶口的欠款情況，除非拖欠金額在由出現拖欠日期起計60天屆滿前全數清還或撇賬（除了因破產令導致之外），否則其可由信貸資料機構所持有的賬戶還款資料（按上文第七(ii)(e)段的定義）將會在全數清還該拖欠還款後繼續保留多至5年。

如客戶因被頒布破產令而導致戶口中的任何金額被撇賬，不論其賬戶還款資料（按上文第七(ii)(e)段的定義）是否顯示有拖欠超過60天的欠賬，其可由信貸資料機構持有的賬戶還款資料會在全數清還該拖欠還款後繼續保留5年，或由客戶提出證據通知信貸資料機構其已獲解除破產令的5年止（以較先出現的情況為準）。

iii) 查閱個人信貸資料

銀行在考慮批出個人信貸或在檢討或續批已批予任何客戶為借款人的個人信貸，或任何其他人士為借款人而有關客戶為擔保人或押品提供者的個人信貸的過程中，或在任何客戶作為借款人或擔保人或押品提供者有拖欠情況時作合理監察有關客戶的債務情況時，可不時查閱由信貸資料服務機構持有的該客戶的個人信貸資料。特別是，銀行可取閱客戶之個人信貸資料作為檢討現有已批出的個人信貸，以協助銀行考慮下列事項：

- (a) 增加信貸限額；
- (b) 對信貸作出限額（包括取消或減少信貸限額）；
- (c) 對有關個人安排或實行債務償還安排。

倘若客戶希望從信貸資料服務機構查閱相關信貸資料，銀行可於要求下給予客戶有關信貸資料服務機構的聯絡資料。

- 八、 根據條例的規定，銀行有權就處理任何查閱資料的要求收取合理費用。
- 九、 任何關於查閱或改正資料，或索取關於資料政策及慣例或所持有的資料種類的要求，應向下列人士提供：
資料保護主任
中信銀行(國際)有限公司
香港鰂魚涌太古坊常盛大廈18樓
傳真：2258 2615
- 十、 本通知不會限制客戶在條例下所享有的權利。
- 十一、 條例下賦予的任何權利只適用於個人客戶。
- 十二、 本通告的中、英文版如有歧義，概以英文版為準。
- 十三、 此通告將成為客戶與銀行或將與銀行訂定之所有合約、協議、信貸函、賬戶管理委托及其他約束性安排之一部份。
- 二〇一二年五月

你可隨時免費選擇不接收銀行日後發出的任何宣傳推廣資料。如你選擇不再接收銀行發出的任何宣傳推廣資料，請填寫以下表格並交還銀行任何一間分行辦理。

* 註：指示必須於銀行收到此表格後最多10個營業日後生效。



日期：

致：中信銀行(國際)有限公司

本人不欲接收銀行經以下途徑發出之推廣資料（請選擇）

書信郵件 電子郵件 電話 流動電話短訊

客戶姓名：_____

香港身份證/護照號碼：_____ 或 賬戶號碼：_____

客戶簽署

Notice to Customers and Other Individuals Relating to the Personal Data (Privacy) Ordinance and the Code of Practice on Consumer Credit Data

1) Unless the context otherwise requires, the following expressions shall have the following meanings in this Notice:

"Bank" means China CITIC Bank International Limited;

"Customer" shall have the meaning ascribed to it in paragraph 2;

"Group" means the Bank, any subsidiary undertaking of the Bank and/or any of their respective associated or affiliate undertakings, any direct or indirect parent undertaking of the Bank, any subsidiary undertaking of any such parent undertaking and/or any of their respective associated or affiliate undertakings, including, for the avoidance of doubt, undertakings within the group of CITIC Group Corporation ("subsidiary undertaking", "parent undertaking" and "undertaking" shall have the meanings under the Companies Ordinance (Cap. 32 of the Laws of Hong Kong)); and

"Ordinance" means the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong).

2) Scope of Personal Data

It includes all the information, account details, transaction record and affairs of a Customer (including but not limited to an individual, sole proprietor, partnership, corporate and unincorporated association Customer) that is collected and held by the Bank through the establishment of accounts, the provision of banking facilities or any service or in the ordinary course of the continuation of the banking relationship with the Customer.

The provisions of this Notice shall also apply to, without limitation, (a) in the case of individual account holders, joint account holders or sole proprietors, the relevant individual concerned; (b) in the case of a partnership, each partner of the partnership; (c) in the case of a corporate entity, any individual director, shareholder, officer or manager who has provided any personal data to the Bank for the purpose of account opening or operation of the account; (d) any surety, person providing security or guarantor of any banking or credit facilities granted or to be granted by the Bank to the Customer; and (e) any other person who has, in the account opening process or for the purpose of any service provided by the Bank, provided data to the Bank (collectively referred to as "Customer").

3) Importance of Data Collection

From time to time, it is necessary for Customers to supply the Bank with data in connection with the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of services. The Bank may not be able to open or continue accounts, process credit application, establish or continue banking facilities or provide banking services if Customers fail to supply their personal information. Personal data may be collected from Customers in the ordinary course of the continuation of the banking relationship, e.g. when Customers write cheques or deposit money.

4) Purposes of Data Collection and Usage

The personal data relating to a Customer are collected and may be used for the following purposes:-

- i) the daily operation of the banking facilities or services provided to Customers;
- ii) conducting credit checks at the time of application for banking services or banking facilities and at the time of regular or special reviews which normally will take place one or more times each year;
- iii) creating and maintaining the Bank's credit scoring models;
- iv) assisting other financial institutions, credit or charge card issuers or credit reference agencies to conduct credit checks and collect debts;
- v) ensuring ongoing credit worthiness of Customers;
- vi) designing financial services or related products for Customers' use;
- vii) direct marketing of the following services and products (in respect of which the Bank may or may not be remunerated), such direct marketing activities may or may not directly relate to the opening or continuation of accounts and the establishment or continuation of banking facilities or provision of banking services:
 - (a) financial, insurance, credit card, banking and related services and products;
 - (b) reward, loyalty or privileges programmes and related services and products; and
 - (c) services and products offered by the Bank'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); andthese services or products may be provided and/or marketed by:-
 - (a) the Bank and other members of the Group;
 - (b) third party financial institutions, insurers, credit card companies, securities and investment services providers;
 - (c) third party reward, loyalty or privileges programme providers; and
 - (d) co-branding partners of the Bank and other members of the Group;
- viii) determining the amount of indebtedness owed to or by Customers;
- ix) collection of amounts outstanding from Customers and those providing security for Customers' obligations;
- x) satisfying or complying with any requirements or obligations to make disclosure under any laws, rules or regulations binding on or applicable to the Bank, any other member of the Group and/or any of their respective branches or offices, or complying with any notification, directives or guidelines issued by or agreement with any governmental, regulatory, self-regulatory or other authorities with which the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, advised, recommended or expected to comply, including but not limited to making disclosure to any relevant supervisory, regulatory, tax or other governing authorities having jurisdiction over or having contractual or other form of agreement with the Bank, any other member of the Group and/or any of their respective branches or offices;
- xi) facilitating consolidated supervision of the Group, including but not limited to the conduct of internal audit and the performance of risk management;
- xii) enabling an actual or proposed assignee of the Bank, or participant or sub-participant of the Bank's rights in respect of the Customer to evaluate the transaction intended to be the subject of the assignment, participation or sub-participant;
- xiii) maintaining a credit history of Customers (whether or not there exists any relationship between the Customer and the Bank or the recipient of the data) for present and future reference; and
- xiv) all other incidental and associated purposes directly relating thereto and other purposes to which the Customers may from time to time agree.

5) Data Confidentiality

Data held by the Bank relating to a Customer will be kept confidential but the Bank or the recipient thereof may provide such information to the following parties for the purposes set out in paragraph 4 (whether within or outside Hong Kong):-

- i) any agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment or securities clearing, debt collection or other services to the Bank in connection with the operation of its business;
- ii) any party (who facilitates the provision of the banking, investment, credit or other kinds of services by the Bank in connection with the services which are provided, offered or available to the Bank's Customers from time to time) or any member of the Group, who is under a duty of confidentiality to the Bank, including its respective officers, employees, agents and representatives who have undertaken to keep such information confidential;
- 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, body or authority to whom the Bank, any other member of the Group and/or any of their respective branches or offices is/are obliged, required, advised, recommended or expected to make disclosure under any laws, rules, regulations, notifications, directives, guidelines or contractual or other obligations binding on or applicable to it/them;
- vi) any party giving or proposing to give a guarantee or third party security to guarantee or secure the Customer's obligations or liabilities;
- vii) any actual or proposed assignee of the Bank or participant or sub-participant or transferee of the Bank's right in respect of the Customer including, without limitation, to the Hong Kong Mortgage Corporation Limited ("HKMC") or such other person as may be required or necessary pursuant to contractual arrangement with HKMC in respect of the sale of mortgages or other security by the Bank;
- viii) (a) members of the Group;
(b) third party financial institutions, insurers, credit card companies, securities and investment services providers;

- (c) third party reward, loyalty and privileges programme providers;
 - (d) co-branding partners of the Bank and other members of the Group (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
 - (e) external service providers (including but not limited to mailing houses, telecommunication companies, telemarketing and direct sales agents, call centers, data processing companies and information technology companies) that the Bank engages for the purposes set out in paragraph 4(vii) above.
- ix) Joint Electronic Teller Services Limited ("JETCO"), the operator of any ATM within the JETCO network and other issuers of ATM cards used within the JETCO network.
- 6) Transfer of Data Outside Hong Kong
The Bank may from time to time transfer the data of Customers outside Hong Kong for different purposes including processing and storage. Such data may be disclosed, processed, stored or maintained in accordance with the local laws, rules and regulations applicable in the relevant jurisdictions.
- 7) Consumer Credit Data
- i) With respect to data in connection with mortgages applied by a Customer (whether as a borrower, mortgagor or guarantor and whether in the Customer's sole name or in joint names with others), the following data relating to the Customer (including any updated data of any of the following data from time to time) may be provided by the Bank to a credit reference agency:
 - (a) full name;
 - (b) capacity in respect of each mortgage (as borrower, mortgagor or guarantor, and whether in the Customer's sole name or in joint names with others);
 - (c) Hong Kong Identity Card Number or travel document number;
 - (d) date of birth;
 - (e) correspondence address;
 - (f) mortgage account number in respect of each mortgage;
 - (g) type of the facility in respect of each mortgage;
 - (h) mortgage account status in respect of each mortgage (e.g., active, closed, write-off); and
 - (i) if any, mortgage account closed date in respect of each mortgage.

The credit reference agency will use the above data supplied by the Bank for the purposes of compiling a count of the number of mortgages from time to time held by the Customer with credit providers in Hong Kong, as borrower, mortgagor or guarantor respectively and whether in the Customer'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).
 - ii) Under and in accordance with the Ordinance and the Code of Practice on Consumer Credit Data approved and issued under the Ordinance, any individual Customer has the right to:-
 - (a) check whether the Bank holds data about him/her and the right of access to such data;
 - (b) require the Bank to correct any data relating to him/her which is inaccurate;
 - (c) ascertain the Bank's policies and practices in relation to data and to be informed of the kind of personal data held by the Bank;
 - (d) in relation to consumer credit, to request to be informed 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;
 - (e) in relation to consumer credit data (including, for the avoidance of doubt, any account repayment data) which has been provided by the Bank to a credit reference agency, instruct the Bank upon termination of an 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 5 years of termination and at no time did the account have a default of payment lasting in excess of 60 days within 5 years immediately before account termination. Account repayment data include 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 the Bank 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)).

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 7(ii)(e) above) may be retained by the credit reference agency until the expiry of 5 years from the date of final settlement of the amount in default.

In the event any amount in an account is written-off due to a bankruptcy order being made against a Customer, the account repayment data (as defined in paragraph 7(ii)(e) 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 5 years from the date of final settlement of the amount in default or the expiry of 5 years from the date of discharge from a bankruptcy as notified with evidence to the credit reference agency, whichever is earlier.
 - iii) Access to Customer Credit Data
The Bank may from time to time access the consumer credit data of a Customer held by a credit reference agency in the course of the consideration of any grant of consumer credit or the review or renewal of existing consumer credit facilities granted to the Customer as borrower or to another person for whom the Customer proposes to act or acts as guarantor or security provider or for the purpose of the reasonable monitoring of the indebtedness of the Customer while there is currently a default by the Customer as borrower, as guarantor or as security provider. In particular, the Bank may access the consumer credit data for the purpose of the review of the existing consumer credit facilities granted to assist the Bank in considering any of the following matters:
 - (a) an increase in the credit amount;
 - (b) the curtailing of credit (including the cancellation of credit or a decrease in the credit amount);
 - (c) the putting in place or the implementation of a scheme of arrangement with the individual Customer.

In the event the Customer wishes to access such consumer credit data obtained from a credit reference agency, the Bank will upon request advise the contact details of the relevant credit reference agency.
- 8) In accordance with the terms of the Ordinance, the Bank has the right to charge a reasonable fee for the processing of any data access request.
- 9) The person to whom requests for access to data or correction of data or for information regarding policies and practices and kinds of data held are to be addressed as follows:
The Data Protection Officer
China CITIC Bank International Limited
18th Floor, Somerset House, Taikoo Place, Quarry Bay,
Hong Kong.
Fax: 2258 2615
- 10) Nothing in this Notice shall limit the rights of Customers under the Ordinance.
- 11) Any right conferred under the Ordinance shall only apply to individual Customers.
- 12) In case of discrepancies between the English and Chinese versions of this Notice, the English version shall prevail.
- 13) This Notice shall be deemed an integral part of all contracts, agreements, credit facility letters, account mandates and other binding arrangements which Customers have entered into or intend to enter into with the Bank.

You may, at any time and without charge, choose not to receive any of the Bank's future promotional materials. If you choose not to receive any promotional materials from the Bank, please fill out the form below and return to any of the Bank's branches:

* Note: For the instruction to be effective, please allow maximum 10 business days from the date of receipt of this form.



Date: _____

To: China CITIC Bank International Limited

I do not wish to receive the promotional materials from the Bank via the channel(s) as specified below (Please select):

Post E-mail Telephone Mobile SMS

Cardmember's Name: _____

HKID Card No./ Passport No.: _____ OR Account No.: _____

Cardmember's Signature

信銀國際信用卡「八達通自動增值」服務及個人八達通申請條款：

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」即指此申請表內所指的信用卡賬戶，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

(1) 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。同時你也可為年滿12歲或以上的親友(你與親友下列統稱為「申請人」)的八達通(合計最多三張)申請自動增值服務，但每張八達通只可申請一項自動增值服務。

(2) 申請人於申請自動增值服務時，均須持有八達通或可憑此申請表同時申請個人八達通。而申請人使用八達通時的自動增值費用，則會於自動增值服務賬戶內扣除。

3. 申請自動增值服務及個人八達通

(1) 已持有八達通及不用申請個人八達通之申請人，須於此申請表內填上其八達通的8或9位之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。

(2) 如欲申請個人八達通(但不包括有學生身份記錄之個人八達通)，申請人可於此申請表內適當的空格內選擇申請個人八達通。

(3) 所有附有自動增值功能之八達通及/或個人八達通均不得轉讓予他人或借給他人使用。

(4) 如申請人持有有學生身份記錄之個人八達通，申請人可用本申請表申請自動增值服務。如申請人希望將學生身份記錄於個人八達通上，則必須透過所就讀院校或有關交通機構(如指定車站之港鐵客務中心)申請。

(5) 本公司(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及/或個人八達通的申請。

4. 費用

(1) 首次申請自動增值服務的申請人，可獲豁免申請費用。然而，若憑已經或曾經啟動自動增值功能的八達通申請，本公司則會視是次申請為轉換金融機構或重新啟動自動增值功能，而收取HK\$20不可退還手續費。有關費用，將於自動增值服務賬戶內扣除。

(2) 若申請人正在使用附有自動增值功能的八達通，而欲為第二或第三張從未曾啟動自動增值功能的八達通申請自動增值服務，本公司則會豁免收取申請費用。

(3) 若閣下申請自動增值服務並同時申請個人八達通，個人八達通的收費為HK\$100，包括HK\$50按金、HK\$30儲值額及HK\$20不可退還手續費，上述費用將於自動增值服務賬戶內扣除。

(4) 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本公司繳付有關費用。

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」的文本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或個人八達通，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. 退還個人八達通

閣下同意如退還個人八達通，本公司有權從按金中扣取HK\$10(或本公司全權決定的金額)作為退卡手續費。

8. 無人領取個人八達通

(1) 閣下個人八達通和自動增值服務之申請被接納後，閣下將獲通知怎樣領取閣下之個人八達通。

(2) 若閣下未能於該通知起計六個月內領取閣下之個人八達通，本公司將會銷毀閣下之個人八達通，並沒收其按金及儲值餘額。

9. 個人資料

如欲申請自動增值服務及個人八達通，每位申請人必須向本公司提供其個人資料。若申請人未能根據本申請表提供所需的個人資料，本公司將無法向其提供自動增值服務或/及發出個人八達通。每位申請人授權所選定的金融機構向本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選定的金融機構內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。

10. 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。

Terms of Application of Octopus Automatic Add Value Service and Personalized Octopus Application for CNCBI Credit Card:

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

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

"AAVS Account" means the credit card account specified in this application or such other credit card account notified to us, Octopus Cards Limited by you or your selected AAVS participating financial institution from time to time;

"AAVS Account Holder" means the holder of the AAVS Account specified in this application form; and

"Octopus Holder" means the user of an Octopus who may be the AAVS Account Holder or who has linked his/her Octopus to an AAVS Account in the name of one of his/her family members or friends as specified in this application form.

2. Eligibility

(a) If you are holding a Hong Kong dollar credit card with an AAVS participating financial institution and aged 18 or above, you may apply for AAVS to be linked to an Octopus belonging to you, up to a maximum of three Octopus. However, each Octopus must be linked to a different financial institution. In addition, you can also apply for AAVS to be linked to an Octopus belonging to your family members, friends or relatives aged 12 or above (you and such other persons together are referred to as the "Applicants"), up to a maximum of three Octopus in aggregate. However, each Octopus can be linked to only one AAVS Account.

(b) In using this application form, each of the Applicants must either apply for the AAVS with an existing Octopus or to apply for the AAVS and a Personalised Octopus at the same time. All value added to the designated Octopus or Personalised Octopus of the Applicants through the AAVS will be charged to the AAVS Account.

3. Application for AAVS and Personalised Octopus

(a) If an Applicant has an existing Octopus and does not wish to apply for a Personalised Octopus, the Applicant should fill in the 8- or 9-digit 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) If an Applicant would like to apply for a Personalised Octopus (other than one with the student status recorded on it), he/she can apply for one by ticking the appropriate box in this application form.

(c) All Octopus linked with AAVS and/or Personalised Octopus is not transferable and should not be used by any person other than the registered Octopus Holders.

(d) For an Applicant who already has a Personalised Octopus with his/her student status recorded on it, the Applicant may use this application form to apply for the AAVS. To apply for a Personalised Octopus with a student status, the Applicant should apply for such Personalised Octopus through his/her school or the Customer Service Centres of the Service Providers which offer the student status (such as customer service centres of MTR at designated stations).

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

4. Fee

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

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

(c) If you are applying for AAVS and a Personalised Octopus, the cost associated with obtaining a Personalised Octopus is HK\$100 which includes a HK\$50 deposit, HK\$30 initial stored value and HK\$20 administrative fee for the issue of the Personalised Octopus. The application cost will be charged to the AAVS Account.

(d) As the AAVS Account Holder, you agree to pay us all costs and fees associated with the application of AAVS and/or Personalised Octopus 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 or your Personalised Octopus, 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. Return of Personalised Octopus

You agree that we are entitled to deduct HK\$10 (or such other reasonable amount as we may determine from time to time) as the refund handling fee from the deposit when you return your Personalised Octopus to us.

8. Uncollected Personalised Octopus

(a) Following the approval of your application for a Personalised Octopus and AAVS, you will be notified how to collect your Personalised Octopus.

(b) If you do not collect the Personalised Octopus within six months from the notification, we shall destroy your Personalised Octopus, and forfeit the deposit and any remaining value stored in your Personalised Octopus.

9. Personal Data

It is necessary for each of the Applicants to provide his/her personal data to us in connection with obtaining the AAVS and the Personalised Octopus. If any Applicant fails to provide any information required in this application form, we may not be able to make available the AAVS or issue a Personalised Octopus for his/her use. Each applicant authorises the selected AAVS participating financial institution to disclose to Octopus Cards Limited his/her personal data submitted in this application and such other personal data including but not limited to contact details which the selected AAVS participating financial institution may possess for processing this application and operating the AAVS. By signing this application form, each of the Applicants agrees that he/she has read, understood and agreed with the notice relating to the Personal Data (Privacy) Ordinance contained in clauses 33 to 40 of the AAVS Agreement which is enclosed in this application.

10. English Version Prevails

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



八達通自動增值協議

(本協議適用於附設在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2012年6月25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卡或產品。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。本公司乃八達通卡或產品(產品包括(a)含有本公司科技的消費品項目，如手錶、手機殼及匙扣等；以及(b)任何含有本公司科技的電子錢包)(以下稱為「八達通」)的發行商。
3. 本協議說明在申請及使用自動增值服務時，本公司須向閣下承擔的義務，以及閣下須向本公司承擔的義務。

釋義與通則

4. 本協議所用的部分詞語現說明如下。

「自動增值服務賬戶」指有關申請表上指定與閣下的自動增值服務連繫之閣下賬戶，或由金融機構或自動增值服務賬戶持有人不時通知本公司的其他賬戶；

「自動增值服務賬戶持有人」指自動增值服務賬戶的持有人；

「申請表」指自動增值服務申請表，不論是(i)八達通自動增值服務申請表，(ii)個人八達通申請表或(iii)載有此項服務申請表的任何其他表格；

「自動增值服務」指在八達通的儲值達到本公司不時釐定的若干最低款額時，本公司或代表本公司的服務供應商將會在該八達通上增加某個金額的儲值的服務(該儲值金額將由本公司不時釐定)；

「認可服務中心」指獲本公司認可代表本公司提供八達通服務的機構；

「銀行發行版八達通」指由本公司授權之金融機構所發行、具有八達通功能的卡或產品；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；

「按金」指按發卡條款所支付的按金，作為八達通的保證金；

「金融機構」指在銀行業條例(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；

「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)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

「儲值」指八達通收費系統所確認的電子儲值。

5. 如自動增值服務賬戶持有人與八達通持有人並非同一人，則自動增值服務賬戶持有人與八達通持有人須根據本協議共同及個別地向本公司承擔責任，包括(但不限於)自動增值服務在八達通上所增加的儲值，除非八達通持有人是未成年人或未獲法律行為能力的人(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. 本公司將保留無需說明理由而取消或暫停閣下的自動增值服務的權利，但本公司將會採取合理措施，藉以減低對閣下造成的不便。
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認，除非有關紀錄存在明顯的錯誤。

直接提款

15. 當八達通透過自動增值服務增值後，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餘額(如有的話)用作支付自動增值服務賬戶持有人及八達通持有人所欠本公司的任何款項(包括有關手續費在內)。
21. 若八達通內的儲值不敷支付自動增值服務賬戶持有人及/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(銀行發行版八達通持有人除外，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 如閣下持有銀行發行版八達通，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發行版八達通。當接獲發卡的金融機構的通知，我們將註銷有關銀行發行版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/或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發行版八達通，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/或八達通持有人的八達通尚有餘額以及經自動增值服務增值之款項於通知期間以後免受損失。
32. 若根據上文第31條的規定取消八達通，本公司會根據八達通收費系統的紀錄，將八達通的按金（如適用）及餘額（如有）退還八達通持有人。如閣下的八達通的餘額為負值，本公司有權於通知期間結束時在按金中扣除，並將此結算後出現的負值餘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。該收費將於八達通餘額的退款（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餘額。

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，本公司可於香港特別行政區（「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發行版八達通發行商與參加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、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）、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/或履行任何具司法管轄權法院、執法機關及/或監管機構所發出而本公司須遵行的命令，按照適用之法例、規則、規例、守則及/或指引，有具約束力責任向任何執法機關及/或監管機構及/或任何人士或實體作出披露，但有關規定須有正式權限方可作出。
 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項，除非屬於以下情況，則作別論：
 - (i) 本公司未有妥善處理有關支賬；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。

本協議的修訂

43. 本公司可不時修訂本協議，有關修訂會於生效日期前最少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

44. 本八達通自動增值協議受香港法律管轄。



Octopus Automatic Add Value Agreement

(For Octopus Automatic Add Value Service linked to bank accounts maintained with, or credit cards issued by Financial Institutions)

YOUR ATTENTION IS DRAWN TO THE PERSONAL INFORMATION COLLECTION STATEMENT AT CLAUSES 33-40

1. This Agreement is effective from 25 June 2012 and is only applicable to selective Octopus cards or products 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 card or product (product here includes (a) a consumer item incorporating our technology such as watch, phone cover, keyring etc.; and (b) any electronic purse incorporating our technology) which we will refer to as *Octopus* below, in respect of the use of our Automatic Add Value Service.
3. This Agreement explains our obligations to you and yours to us when applying for and using our Automatic Add Value Service.

Definitions and General Provisions

4. There are a few terms we 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 *Octopus* if the value stored in the *Octopus* has reached a certain minimum level as determined by us from time to time;
"Authorised Service Centre" is an entity that we have authorised to service an *Octopus* on our behalf;
"Bank Issued *Octopus*" means a card or product with *Octopus* function issued by a Financial Institution authorised by us 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;
"Deposit" means the deposit paid as security for the *Octopus* as described in the Conditions of Issue;
"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;
"*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) 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
"value" means the electronic value recognised by the *Octopus* payment system.
5. In the event that the AAVS Account Holder and the *Octopus* Holder are different persons, the AAVS Account Holder and the *Octopus* Holder shall be jointly and severally liable to us under this Agreement, including but without limitation, in respect of all value added to the *Octopus* by the Automatic Add Value Service, unless the *Octopus* Holder is a minor or otherwise does not have full legal capacity, 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 this Automatic Add Value Service is operating, but we cannot guarantee that this will always be the case as it depends on the Financial Institutions' and Service Providers' own systems and operations as well as network, electrical, climatic and other conditions or circumstances which are beyond our control.
12. We reserve the right to cancel or suspend your Automatic Add Value Service without specifying the reasons, but we will take reasonable steps to minimise any inconvenience caused to you.
13. We shall be entitled at our sole discretion to limit the amount of value that may be added to the *Octopus* by the Automatic Add Value Service in any single day or during any period.
14. We shall take reasonable steps to ensure that our records of the transactions relating to the *Octopus* are true and accurate. Our records shall be conclusive evidence of the value added to the *Octopus* by means of the Automatic Add Value Service and of any amounts due from the AAVS Account Holder and/or the *Octopus* Holder to us except for any manifest error on our part.

Direct Debit

15. For any value added to the *Octopus* by means of the Automatic Add Value Service, the same amount in Hong Kong dollars shall be due from the AAVS Account Holder and the *Octopus* Holder to us immediately.
16. We shall be entitled to instruct the Financial Institution directly or through any financial institution appointed by us to transfer from the AAVS Account to Our Account the amount of money stated by us to be due from the AAVS Account Holder and the *Octopus* Holder to us at any time, and the AAVS Account Holder shall authorise the Financial Institution to comply with such instructions.
17. We shall not be liable for any fees or charges that the Financial Institution may impose on the AAVS Account Holder and the same shall be borne by the AAVS Account Holder.
18. The AAVS Account Holder and/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 remaining value in the *Octopus*, if any, in or towards payment of any amount of money due from the AAVS Account Holder and the *Octopus* Holder to us (including the administration fee).
21. If the value in the *Octopus* is insufficient to pay the amount of money due from the AAVS Account Holder and/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 Deposit, if applicable, without notice to the AAVS Account Holder or the *Octopus* Holder. Once cancellation of the *Octopus* is effected, it cannot be re-activated subsequently.

Cancellation of the Automatic Add Value Service

22. The AAVS Account Holder and/or the *Octopus* Holder (other than a holder of a *Bank Issued Octopus* who should refer to Clause 22A below) may apply for the cancellation of the Automatic Add Value Service by contacting us or the Financial Institution. If accepted, 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 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 Issued 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 Issued Octopus*. Once notified by the issuing Financial Institution, we will cancel the Automatic Add Value Service on the *Bank Issued 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 Issued 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 remaining value and any value added through the Automatic Add Value Service on the *Octopus* after the expiry of the Notification Period.
32. If the *Octopus* is cancelled pursuant to Clause 31 above, we will refund to the *Octopus* Holder the Deposit, if applicable, and the remaining value, if any, on the *Octopus* as recorded in the *Octopus* payment system. In the event that there is a negative value in your *Octopus*, we shall be entitled to set off such negative value against the Deposit, and debit any remaining negative value 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 remaining value 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 remaining value 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 the Hong Kong Special Administrative Region ("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 Issued 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, payment, data processing or other services 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), 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 make 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.

Changes to this Agreement

43. We may amend this Agreement from time to time. We shall notify the AAVS Account Holder and the *Octopus* Holder by giving them written notice of the change(s) or, as we shall at our absolute discretion determine, by publishing a notice of the change(s) in one Chinese and one English language newspaper 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

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