

Terms and Conditions for use of Octopus Card Function on CCB (Asia) Octopus UnionPay Dual Currency Credit Card

IMPORTANT! USE OF THE OCTOPUS CARD FUNCTION ON THE CARD SHALL BE SUBJECT TO THESE TERMS AND CONDITIONS (THESE "TERMS AND CONDITIONS"), IN ADDITION TO ALL APPLICABLE PROVISIONS OF THE AGREEMENT. YOU SHALL BE BOUND BY ALL THOSE PROVISIONS OF THE AGREEMENT AND THESE TERMS AND CONDITIONS UPON SUCH USE. THESE TERMS AND CONDITIONS SHALL BE READ IN CONJUNCTION WITH THE AGREEMENT. IN CASE OF ANY INCONSISTENCY BETWEEN THESE TERMS AND CONDITIONS AND THE AGREEMENT, THESE TERMS AND CONDITIONS SHALL PREVAIL.

1. DEFINITIONS

1.1 In these Terms and Conditions, the following words have the corresponding meanings:

"**AAVS**" means the Octopus Automatic Add Value Service provided by OCL, which is the service of adding certain amount of value (determined by OCL from time to time) to an Octopus card (including the Octopus card function on the Card) when the value stored on the Octopus card (or pursuant to the Octopus card function on the Card) has reached a certain level determined by OCL from time to time.

"**AAVS Agreement**" means the Octopus Automatic Add Value Agreement between OCL and the customer (including the Cardmember) in connection with use of the AAVS.

"**Card**" when used in these Terms and Conditions refers to the CCB (Asia) Octopus UnionPay Dual Currency Credit Card and shall have the same meanings as defined in the Agreement.

"**Conditions of Issue of Octopus**" means the Conditions of Issue of Octopus published by OCL, as amended by OCL from time to time.

1.2 Unless expressly stated otherwise in these Terms and Conditions, words and expressions defined in the Agreement shall have the same meanings when used herein.

2. USE OF THE OCTOPUS CARD FUNCTION ON THE CARD

I agree that I shall be bound by the following terms and conditions:

- 2.1 The Card may be used as an Octopus card. Use of the Octopus card function on the Card is subject to the Conditions of Issue of Octopus and/or other terms and conditions laid down by OCL from time to time.
- 2.2 The Card is linked to the AAVS and the value stored pursuant to the Octopus card function on the Card (irrespective of whether it is for the principal Cardmember or Supplementary Cardmember) shall be automatically reloaded through the AAVS. All value reloaded to the Card through the AAVS shall be charged to the Card Account of the principal Cardmember. The use of the AAVS on the Card is subject to the AAVS Agreement between the Cardmember and OCL and/or other terms and conditions laid down by OCL from time to time. I shall not cancel the AAVS (unless the AAVS is terminated together with the Card itself).
- 2.3 If the Card is terminated for whatever reason, any positive or negative remaining value of the Octopus card function as stored on my Card will be posted into my Principal Card account. This will be reflected on the monthly statement within two months after the Card is terminated. I irrevocably agree that (i) CCB (Asia) may apply any positive remaining value of the Octopus card function as stored on the Card in or towards satisfaction of any outstanding debts owed by me to CCB (Asia), or (ii) CCB (Asia) shall deduct from the Card Account any negative balance of the Octopus card function on the Card.

3. ELECTRONIC SERVICE

I agree that the Electronic Service as defined in the Agreement shall mean the Card related services (excluding any services relating to the Octopus card function) available from CCB (Asia)'s electronic channels.

4. DATA PRIVACY

- 4.1 I agree that my name, gender, date of birth, Hong Kong identity card number/passport number and contact information will be submitted to OCL for the purpose of setting up and operation of the AAVS on the Card.

4.2 I have read, understand and agree with the "Personal Information Collection Statement relating to you (this "Notice") in accordance with the Personal Data (Privacy) Ordinance (the "Ordinance")" as contained in the Conditions of Issue of Octopus and the AAVS Agreement.

5. LOST CARD LIABILITY

- 5.1 With respect to the Octopus card function on the Card, I shall be fully liable for any loss arising from any unauthorized use of the Octopus card function on the Card during a specific period of time (as determined or announced by OCL from time to time) after actual receipt of the Card loss or theft report by CCB (Asia).
- 5.2 I agree that the limitation on my maximum liability as set in Clause 7.2 of the Agreement shall not apply to loss in relation to transactions arising from the use of the Octopus card function on the Card.