

Terms and Conditions applicable to holders of the Dah Sing Octopus App Card (these “Terms and Conditions”)

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following words and expressions shall have the following meaning:-

- (a) **“AAVS”** or **“Automatic Add Value Service”** means the service of adding certain amount of value (determined by OCL from time to time) to an Octopus card (including the Dah Sing Octopus App Card) when the value stored on the Octopus card has reached a certain level determined by OCL from time to time;
- (b) **“AAVS Account”** means such account in the name of the customer (the “Customer”) maintained with the Bank that is designated by the Customer in the Application Form and acceptable to the Bank (or such other account acceptable to the Bank from time to time) for the purpose of using AAVS;
- (c) **“AAVS Agreement”** means the Octopus Automatic Add Value Agreement between OCL and the Customer in connection with AAVS;
- (d) **“Applicable Terms and Conditions”** means the Master Terms and Conditions of the Bank and such other terms and conditions as applicable to the relevant AAVS Account maintained with and ATM card issued by the Bank;
- (e) **“Application Form”** means the application form for the Dah Sing Octopus App Card;
- (f) **“ATM Functions”** means the services and functions provided by the Bank to the holder of an ATM card, particulars and detailed terms of which are set out in the Bank’s Specific Terms for ATM Card Service under the Master Terms and Conditions of the Bank;
- (g) **“Bank”** means Dah Sing Bank Limited;
- (h) **“Card Functions”** means ATM Functions and/or Credit Functions;
- (i) **“Conditions of Issue of Octopus”** means the Conditions of Issue of Octopus published by OCL, as amended by OCL from time to time;
- (j) **“Credit Functions”** means the provision of credit facility, financial accommodation and arrangement by the Bank to its customers from time to time, particulars and detailed terms of which are set out in the Master Terms and Conditions of the Bank;
- (k) **“HK\$”** means Hong Kong dollars, the lawful currency of Hong Kong;
- (l) **“OCL”** means Octopus Cards Limited;
- (m) **“Octopus card”** means a stored value card issued by OCL with functions including the Octopus Functions;
- (n) **“Dah Sing Octopus App Card”** means one of the following cards issued by the Bank pursuant to these Terms and Conditions, namely, Dah Sing Octopus i-Account App Card, Dah Sing Octopus VIP App Card, Dah Sing Octopus e-Cash App Card and Dah Sing Octopus In-Money App Card, which carries the Card Functions and the Octopus Functions;
- (o) **“Octopus Functions”** means the Octopus card functions contained in the Dah Sing Octopus App Card, including, but not limited to, AAVS;

1.2 Unless the context otherwise requires or permits:

- (a) the headings are inserted for convenience only and shall not affect the construction of these Terms and Conditions;
- (b) references to the singular include the plural and vice versa;
- (c) references to one gender include all genders;
- (d) references to Clause(s) are references to clause(s) of these Terms and Conditions;
- (e) references to an agreement, contract or other documents or statutory provisions include those agreements, contracts, documents or statutory provisions as amended, varied, replaced or re-enacted from time to time;
- (f) references to the Customer shall include a reference to his/her executors, personal representatives, administrators and lawful successors; and
- (g) words denoting persons shall include individuals, partnerships, bodies corporate and unincorporated associations of persons and vice versa.

2. Application for Dah Sing Octopus App Card, its functions and services

2.1 The Customer may from time to time apply for the Dah Sing Octopus App Card. The Bank may accept or reject any application for the Dah Sing Octopus App Card at its sole and absolute discretion. Unless otherwise specified by the Bank, a Dah Sing Octopus App Card shall be valid for such period as may be stated on the Dah Sing Octopus App Card.

- 2.2 The Dah Sing Octopus App Card is and shall at all times remain the property of the Bank and issued at the Bank's discretion. The Dah Sing Octopus App Card shall be surrendered to the Bank immediately on demand.
- 2.3 Use of the Dah Sing Octopus App Card is subject to:
- (a) these Terms and Conditions and the provisions of the Application Form;
 - (b) the Applicable Terms and Conditions;
 - (c) the AAVS Agreement; and
 - (d) the Conditions of Issue of Octopus published by OCL, as amended from time to time (the "Conditions of Issue of Octopus").
- 2.4 The Dah Sing Octopus App Card carries ATM Functions and Octopus Functions. The ATM Functions are provided by the Bank and the Octopus Functions (including AAVS) are provided by OCL.
- 2.5 **The Dah Sing Octopus App Card shall only be used by the designated Customer and is not transferrable.**
- 2.6 The Customer shall be entitled to obtain services offered by the Bank from time to time with respect to an ATM Card. Use of the ATM Functions and related services is subject to the terms and conditions as contained in the documents referred to in Clause 2.3 (a) and (b) above.
- 2.7 (Regarding the Octopus Functions on the Dah Sing Octopus App Card) The Octopus Functions on the Dah Sing Octopus App Card is provided by OCL and its use is subject to the Conditions of Issue of Octopus, as amended from time to time. Any matter, queries or complaints regarding any of the documents referred to in Clause 2.3(c) and (d) above and/or the Octopus Functions shall be referred to OCL directly.
- 2.8 The Bank will not be responsible for any losses or damages arising out of the use or utilization of the Octopus Functions on the Dah Sing Octopus App Card by the Customer, or any act, conduct, omission, fraud, negligence or wilful misconduct of OCL, save to the extent resulting from the Bank's act, conduct, omission, fraud, negligence or willful misconduct.
- 2.9 **A Customer is required to maintain either an *i-Account*, *VIP i-Account*, *e-Cash Account* or *In-Money Account* with the Bank in order to hold and use the Dah Sing Octopus App Card.** The Bank shall be entitled to terminate the Dah Sing Octopus App Card in the event that the Customer no longer maintains any of the aforesaid account with the Bank for whatever reasons.
- 2.10 **The Customer shall pay all fees and charges applicable to the Dah Sing Octopus App Card and related services as the Bank and OCL may respectively publish from time to time.**

3 **Automatic Add Value Services**

- 3.1 AAVS, provided by OCL, is linked to the AAVS Account. The value stored under to the Octopus Function on the Dah Sing Octopus App Card shall be automatically reloaded through AAVS from the AAVS Account. Use of the AAVS is subject to the AAVS Agreement between Customer and OCL. The Customer may not cancel the AAVS (unless the Dah Sing Octopus App Card has been terminated) and may not link the Dah Sing Octopus App Card to another Octopus card through AAVS. **Upon activation of AAVS by the Customer, the Customer shall be bound by the AAVS Agreement in relation to any matter relating to AAVS in addition to these Terms and Conditions to which the Customer is already bound by.**
- 3.2 The amount of each AAVS transaction of each Dah Sing Octopus App Card is HK\$250 (or such other amount as may be specified by OCL from time to time) with a maximum of one reloading transaction per day (or any such other amount or number of reloading transaction as specified by OCL from time to time). **The Customer shall indemnify and keep the Bank fully indemnified against any losses or damages which may be incurred or suffered by the Bank arising out of the use of AAVS by the Customer, save to the extent resulting from the Bank's negligence or willful misconduct.**
- 3.3 **The Customer shall be liable for any and all amounts added or reloaded to the Dah Sing Octopus App Card through AAVS and the Bank's record shall be binding and conclusive in the absence of manifest error. For the avoidance of doubt, upon the termination of the Dah Sing Octopus App Card for whatever reasons, the Bank shall be entitled to deduct any amount from the AAVS Account and apply it towards settlement of any negative balance of the Octopus Functions on the Dah Sing Octopus App Card.**
- 3.4 The Customer irrevocably authorizes the Bank to debit from or credit to the AAVS Account any and all such amounts in relation to the AAVS in accordance with the instructions given by OCL to the Bank from time to time, without the obligation on the part of the Bank to notify, or obtain the consent from, the Customer when acting upon such instructions.
- 3.5 The Bank may offer a cash rebate to the Customer at such rate and upon such conditions and limitations as the Bank may determine from time to time for each reloading or adding value transaction to the Dah Sing Octopus App Card through AAVS.

4 **Overdraft Facilities under the Dah Sing Octopus App Card**

- 4.1 **The Customer shall ensure that there are sufficient funds (which may include any pre-arranged overdraft facilities granted by the Bank at its option) in the AAVS Account to effect all AAVS transactions from time to time. Notwithstanding the foregoing, the Bank shall be entitled to effect a transaction even if there are insufficient funds in, or insufficient pre-agreed overdraft limit on, the AAVS Account. The Customer shall be liable for the resulting over-limit (or overdraft, as the case may be and including any overdrawn amount which exceeds the pre-agreed overdraft limit) in the AAVS Account and the related fees and charges.**
- 4.2 **The Customer shall be responsible for monitoring the balance and the available overdraft limits (positive or negative) on the AAVS Account at all times.**
- 4.3 The Bank shall inform the Customer of any overdraft on the AAVS Account as a result of use of AAVS by means as the Bank may consider appropriate.
- 4.4 **Any over-limit (or overdraft, as the case may be, including any overdrawn amount which exceeds the pre-agreed overdraft limit) shall be subject to the provisions of the Applicable Terms and Conditions and the rights and obligations of the Customer in connection therewith shall be determined and construed accordingly.**
- 4.5 **Without limiting the generality of this Clause 4:**
- (a) **the Customer shall immediately repay to the Bank on demand any debit balance (or overdrawn amount, as the case may be) (including all applicable fees and charges) on the AAVS Account; and**
 - (b) **the Bank shall be entitled to terminate the Dah Sing Octopus App Card without prior notice to or consent from the Customer if the Customer fails to comply with (a) above.**

5 **Reporting of Loss Card and Termination of Card**

- 5.1 **The Customer shall immediately notify the Bank through the Bank's designated 24-hour hotline upon becoming aware of the loss or theft of the Dah Sing Octopus App Card for whatever reasons. The relevant provisions of the Applicable Terms and Conditions applicable to loss or theft of ATM Card shall apply with respect to the ATM Functions of the Dah Sing Octopus App Card and the Customer's rights and obligations shall be determined and construed accordingly. The Customer shall be liable to any loss arising from any unauthorized use of the Octopus Functions on the Dah Sing Octopus App Card during the first three hours after actual receipt of the loss or theft report by the Bank (or such other duration as may be determined and announced by OCL from time to time).**
- 5.2 Without prejudice to the rights of the Bank to suspend or terminate the Dah Sing Octopus App Cards or any functions or services related thereof under the Applicable Terms and Conditions, **the Bank shall be entitled to terminate the Dah Sing Octopus App Card at its sole discretion upon:**
- (a) **the Bank becoming aware of any abnormal activities or transactions involving the Dah Sing Octopus App Card;**
 - (b) **the accumulation of an overdraft amount on the AAVS Account with no pre-arranged overdraft facilities or in excess of the existing pre-arranged overdraft facilities;**
 - (c) **the occurrence of any circumstances as specified under these Terms and Conditions which gives a right of termination to the Bank; and**
 - (d) **the termination for any reason of the cooperation arrangement between the Bank and OCL pursuant to which the Dah Sing Octopus App Card is issued and administered.**
- 5.3 For the avoidance of doubt, the Customer shall remain liable for any amount due to the Bank under the Dah Sing Octopus App Card (including any interest or charges therefor) upon the termination of the Dah Sing Octopus App Card. The remaining value stored on the Dah Sing Octopus App Card pursuant to the Octopus Functions will be credited to the AAVS Account or other designated account of the Customer maintained with the Bank (or through cashier's order if the Bank deems fit) after deducting all applicable charges and fees. Replacement card shall only be issued after full settlement of the amount due and will be issued at a charge.

6 **Personal Data of Customer**

- 6.1 The Customer confirms that he has read, understood and accepted the provisions of the Bank's *<Notice to Customers relating to Customer's Data>* made available by the Bank together with the Application Form and the "Personal Information Collection Statement" in the AAVS Agreement and the Conditions of Issue of Octopus ("such notices"). The Customer agrees that the Bank and/or OCL may use and/or disclose to such classes of transferees (as specified in such notices) the personal data of the Customer, whether such data is collected by the Bank or OCL through the Application Form or by other means or otherwise in the possession of the Bank or OCL from time to time for such purposes specified in such notices.

- 6.2 Without prejudice to the generality of the foregoing Clause 6.1 and any other agreement as to the use of the personal data of the Customer, the Customer hereby further agrees to the disclosure of his personal data to OCL, and consents to and authorizes OCL to use their personal data and disclose such personal data to such classes of transferees (as specified in such notices) for such purposes as defined in the “Personal Information Collection Statement” in the AAVS Agreement and the Conditions of Issue of Octopus including the followings:
- (a) processing the Customer’s request for Octopus Functions on the Dah Sing Octopus App Card (including AAVS) ;
 - (b) providing Octopus Functions on the Dah Sing Octopus App Card (including AAVS) ;
 - (c) purposes relating to the cooperation arrangement between the Bank and OCL pursuant to which the Dah Sing Octopus App Card is issued; or
 - (d) any other purposes as may be specified in the Personal Information Collection Statement in the AAVS Agreement and Conditions of Issue of Octopus.

7 **Miscellaneous Provisions**

- 7.1 **The Bank may at its discretion add, delete, or other change any of the functions or services relating to the Dah Sing Octopus App Card (except to the extent the functions or services are provided by OCL or its affiliates) or the operational or compliance requirements in connection therewith.** The Bank will give notice to the Customer notifying any such changes in accordance with the applicable requirements under the Code of Banking Practice or other guidelines and regulations to which the Bank is bound by. **Any Customer who has been given such notice and does not cancel the Dah Sing Octopus App Card within the time specified in such notice shall be deemed to have accepted and agreed to abide by such changes.**
- 7.2 For the avoidance of doubt, nothing in these Terms and Conditions shall prejudice or affect the terms as set out in the Applicable Terms and Conditions. These Terms and Conditions shall be in addition to and in conjunction with the terms in the Applicable Terms and Conditions. In the event of discrepancy between the Applicable Terms and Conditions and these Terms and Conditions, the provisions of these Terms and Conditions shall prevail to the extent it relates to the subject matter and transactions as contemplated hereunder.
- 7.3 In the event of discrepancy between the English and Chinese versions of these Terms and Conditions, the English version shall prevail.