

## Important Notes and Declaration

### **Important Notes:**

#### Applicable to DBS Octopus ATM Card only

1. The Octopus Automatic Add Value Service (“AAVS”) of DBS Octopus ATM Card would be automatically activated by DBS Bank (Hong Kong) Limited (the “Bank”) at the time of card issue. AAVS amount will be debited from the designated account starting from the first AAVS transaction. If you do not want to use the AAVS, please choose DBS ATM Card (without Octopus function).
2. Overdraft Protection (if any) will cover any overdraft on the AAVS Account from time to time (including any overdraft incurred by using AAVS), which could be extensive and will be subject to payment of overdraft interest and other charges pursuant to the Bank Accounts and Services Terms and Conditions. Please contact our branch staff if you wish to apply for or discontinue the Overdraft Protection services.

#### Applicable to both DBS Octopus ATM Card and ATM Card (without Octopus function)

3. Please note that the Bank will send important notes for the use of your ATM Card, e.g. card issue date, status of ATM card acknowledgement etc, to you via SMS to your mobile phone number currently on our Bank’s record.
4. Transaction limits are subjected to the Bank’s prevailing limits.
5. The Bank shall be entitled to levy a reasonable charge for issuance, re-issuance and use of any ATM Card or PIN, as shown in the Bank Charges Schedule.
6. The English version shall prevail if there is a discrepancy between the English and Chinese versions.

### **Customer’s Declarations**

I/We hereby request the Bank to issue me/us an ATM Card and allow me/us to use the Bank’s ATM facilities. I/We confirm that the information provided above is true and complete and that I/we have read and agree to comply with the applicable terms and conditions in the Bank Accounts and Services Terms and Conditions (the “Applicable Terms and Conditions”) and the Data Policy Notice. I/we understand that copies of these documents are available on request at any branch of the Bank or from the Bank’s website ([www.dbs.com/hk](http://www.dbs.com/hk)). If approved, I/we also authorize the Bank to debit all card fees (if any) from the above Primary Account and to send the card to my/our correspondence address registered with the Bank. I/We confirm that I/we accept full responsibility for all transactions effected with the correct PIN, by the Bank, acting in good faith, irrespective of whether such transaction(s) is/are authorized by me/us. Some of the major Applicable Terms and Conditions are set out below for emphasis only.

1. The Bank allows me/us to set up a PIN for accessing ATM. The PIN is set up by me/us at my/our own risk.
2. I/We agree to keep the PIN secret and safe.
3. I/We agree to keep the ATM Card safe and never write down the PIN on the ATM Card or on anything usually kept with or near it.
4. I/We must, as soon as reasonably practicable after becoming aware of any loss or actual or possible unauthorised use or disclosure of the PIN, change the PIN and notify the Bank. Until the Bank is so notified, the Bank does not assume any liability or responsibility to me/us or any third party for the consequences arising out of or in connection with such loss or actual or possible unauthorised use or disclosure, save only for direct losses resulting directly from the negligence or wilful default of the Bank or its employees. Subject to the foregoing, I/we are fully responsible for all instructions given through ATM with the correct PIN, whether or not authorised by me/us, prior to the Bank’s receipt

of such notice of any loss or actual or possible unauthorised use or disclosure of the PIN. If I/we had acted fraudulently or with gross negligence (including failing to take all reasonable steps to safeguard the secrecy of the PIN and/or protect it against theft), I am/we are responsible for all instructions given at any time, whether before or after such notice. I/We indemnify the Bank on demand for all Losses in respect of all use of the PIN, whether or not authorised by me/us, for which I am/we are responsible.

5. The ATM Card shall only be used for cash withdrawal or transfer if there are sufficient funds in the relevant Hong Kong Dollar Current Account, Hong Kong Dollar Savings Account or Renminbi Savings Account of me/us. If withdrawal or transfer is made without sufficient funds in such Account, I/we shall repay to the Bank immediately on demand such amount overdrawn together with bank charges and interest at the rate shown in the Bank Charges Schedule.
6. I/We agree to keep my/our ATM Card safe. I/We must notify the Bank as soon as reasonably practicable after becoming aware of any transactions that may be made through the use of a counterfeit card. I/We understand that I/we will not be liable for the loss incurred by transactions that are in the Bank's determination made by counterfeit cards.

For DBS Octopus ATM Card Application:

I/We have received the DBS Octopus ATM Card Terms & Conditions from the Bank. I/We declare that by applying for the DBS Octopus ATM Card and using AAVS, I/we have read, accept and agree to, and shall be bound by, the DBS Octopus ATM Card Terms & Conditions specified and amended by the Bank from time to time. Some of the major provisions of the DBS Octopus ATM Card Terms & Conditions are set out below for emphasis only (and I/we shall be bound by all the DBS Octopus ATM Card Terms & Conditions whether or not set out below):

1. Use of the DBS Octopus ATM Card is subject to:
  - (a) the DBS Octopus ATM Card Terms & Conditions;
  - (b) the Bank Accounts and Services Terms and Conditions;
  - (c) the Octopus Automatic Add Value Agreement (the "AAVS Agreement"), as may be specified and amended by OCL from time to time;
  - (d) the Conditions of Issue of Octopus, as may be specified and amended by OCL from time to time
2. The value stored pursuant to the Octopus stored value function on the DBS Octopus ATM Card is not a protected deposit and is not protected by the Deposit Protection Scheme in Hong Kong.
3. AAVS Account
  - (a) I/We authorize the Bank to debit from or credit to the AAVS Account all amounts in relation to AAVS in accordance with instructions received from time to time by the Bank from OCL regarding me/us. For the avoidance of doubt, the Bank is not required to notify me/us or obtain my/our consent before acting on OCL's instructions.
  - (b) I/We shall be liable for all amounts from time to time added or reloaded pursuant to the Octopus stored value function on the DBS Octopus ATM Card through AAVS and the AAVS Account.
  - (c) If the DBS Octopus ATM Card is terminated for any reason, the Bank is entitled to:
    - (i) set off any remaining value stored on it pursuant to the Octopus stored value function against any outstanding indebtedness owing by me/us to the Bank; and/or
    - (ii) deduct any amount from the AAVS Account and apply it towards settlement of any debit balance in the Octopus stored value function.
4. Overdraft
  - (a) I/We shall ensure there are sufficient funds (which may include pre-arranged overdraft facilities granted by the Bank) in the AAVS Account to effect transactions in accordance with OCL's instructions regarding me/us from time to time. I/We authorize the Bank to effect a transaction

even if there are insufficient funds in, or insufficient pre-agreed overdraft limit on, the AAVS Account and I/we shall be liable for the resulting overdraft (including any overdrawn amount which exceeds the pre-agreed overdraft limit) in the AAVS Account.

- (b) Any overdraft (including any overdrawn amount which exceeds the pre-agreed overdraft limit) shall be subject to the provisions of the Bank Accounts and Services Terms and Conditions, and my/our rights and obligations shall be determined accordingly.
- (c) Without prejudice to the generality of paragraph (b) above:
  - (i) the Bank is entitled to impose the prevailing overdraft interest and other charges specified in the Bank Charges Schedule made available by the Bank from time to time;
  - (ii) I/we shall repay to the Bank upon demand any overdrawn amount on the AAVS Account, together with interest and charges imposed by the Bank; and
  - (iii) the Bank reserves the right to cancel the DBS Octopus ATM Card without prior notice to or consent from me/us if I/we fail to comply with paragraph (ii) above.
- (d) I am/We are responsible for monitoring the balance on the AAVS Account at all times. The Bank may (but is not obliged to) inform me/us of any overdraft on the AAVS Account as a result of use of AAVS by any means as the Bank may consider appropriate.

#### 5. Personal Data

**I/We consent to and authorize the Bank to disclose to OCL my/our personal data (whether collected by the Bank via the applicable application form or by other means or otherwise in the possession of the Bank from time to time). The data that may be provided to OCL include name, gender, date of birth, HKID card number/passport number, contact information and the AAVS Account number of me/us. I/We consent to and authorize OCL to use my/our personal data for the following purposes:**

- (a) processing my/our request for Octopus functions and related services (including AAVS) provided by OCL;**
- (b) providing Octopus functions and related services (including AAVS) provided by OCL and such other purposes of use of the personal data in accordance with the Conditions of Issue published by OCL, but, in any event, OCL shall not use such personal data for the purpose of direct marketing; and**
- (c) purposes otherwise relating to the cooperation arrangement between the Bank and OCL pursuant to which the DBS Octopus ATM Card is issued and administered.**

#### 6. ATM Card Termination

The Bank reserves the right to terminate the DBS Octopus ATM Card at its discretion upon:

- (a) the Bank becoming aware of any abnormal activities or transactions involving the DBS Octopus ATM Card;
- (b) accumulation of an overdraft amount on the AAVS Account with no pre-arranged overdraft facilities;
- (c) accumulation of an overdraft amount on the AAVS Account in excess of existing pre-arranged overdraft facilities;
- (d) I/we fail to perform ATM Card acknowledgment or use the DBS Octopus ATM Card within the designated period set by the Bank; or
- (e) termination for any reason of the cooperation arrangement between the Bank and OCL pursuant to which the DBS Octopus ATM Card is issued and administered.

Upon termination of the DBS Octopus ATM Card by the Bank, the ATM functions and the Octopus functions of the DBS Octopus ATM Card could both cease to be operable.