

適用於大新八達通 App 卡持有人之條款 — 主要章則及條款

1. 申請大新八達通 App 卡、其功能及服務
 - i. 大新八達通 App 卡僅供指定客戶使用，不得轉讓。
 - ii. 客戶須在銀行維持 VIP i-Account 綜合理財戶口、優易綜合理財戶口、i-Account 綜合理財戶口或 In-Money 賬戶，以持有及使用大新八達通 App 卡。如客戶因任何理由不再在銀行維持任何前述賬戶，銀行有權終止大新八達通 App 卡。
 - iii. 客戶須支付銀行及八達通卡有限公司所不時向客戶公佈其各自適用於大新八達通 App 卡及有關服務的所有費用及收費。
2. 自動增值服務
 - i. 自動增值服務由八達通卡有限公司提供並連繫至自動增值服務賬戶。大新八達通 App 卡的八達通功能的儲值將透過自動增值服務從自動增值服務賬戶增值。自動增值服務的使用受限於八達通卡有限公司與客戶之間的自動增值協議。客戶不可取消自動增值服務（除非大新八達通 App 卡已被終止），亦不可透過自動增值服務將大新八達通 App 卡連繫至另一八達通卡。客戶啟動自動增值服務功能時，除此等條款外，客戶須受自動增值協議就任何與自動增值服務有關之條款約束。
 - ii. 大新八達通 App 卡的自動增值服務交易金額為每次 HK\$250 / HK\$500（或八達通卡有限公司不時釐定的其他金額），每日自動增值服務交易次數上限為一次（或八達通卡有限公司不時釐定的其他增值金額或次數）。客戶須就銀行因客戶使用自動增值服務而招致或蒙受任何損失或損害，對銀行作出及令銀行獲全面彌償，因銀行的疏忽或故意行為不當造成的損失或損害除外。
 - iii. 客戶須為透過自動增值服務增值至大新八達通 App 卡的任何及所有金額負責，而在未有明顯錯誤的情況下，銀行的紀錄將具約束力及決定性。為免生疑問，大新八達通 App 卡因任何理由由終止時，銀行有權從自動增值服務賬戶中扣除任何金額，以結清大新八達通 App 卡八達通功能內的任何負債餘額。
 - iv. 客戶不可撤回地授權銀行根據八達通卡有限公司不時向銀行發出的指示，在自動增值服務賬戶中扣除或存入任何及所有該等與自動增值服務有關的金額，銀行在執行指示時，並無責任通知客戶或取得其同意。
3. 以大新八達通 App 卡透支
 - i. 客戶須確保自動增值服務賬戶備有足夠金額（可能包括銀行決定提供的任何預設透支）不時進行所有自動增值服務交易。不論前文所述，即使自動增值服務賬戶的金額或預先協議的透支限額不足，銀行有權繼續進行交易。客戶須承擔自動增值服務賬戶出現的超額（或透支，視乎情況而定，並包括超出預先協議透支限額的任何透支金額）及相關費用及收費。
 - ii. 客戶有責任時刻監察自動增值服務賬戶的結餘及備有的透支限額（正數或負數）。

Major Terms and Conditions – Terms and Conditions applicable to holders of the Dah Sing Octopus App Card

1. Application for Dah Sing Octopus App Card, its functions and services
 - i. The Dah Sing Octopus App Card shall only be used by the designated Customer and is not transferrable.
 - ii. A Customer is required to maintain either an i-Account, VIP i-Account, YOU i-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.
 - iii. 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.
2. Automatic Add Value Services
 - i. AAVS, provided by OCL, is linked to the AAVS Account. The value stored under the Octopus Function of 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.
 - ii. The amount of each AAVS transaction of each Dah Sing Octopus App Card is HK\$250 / HK\$500 (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.
 - iii. 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.
 - iv. 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. Overdraft Facilities under the Dah Sing Octopus App Card
 - i. 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 preagreed 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.
 - ii. The Customer shall be responsible for monitoring the balance and the available overdraft limits (positive or negative) on the AAVS Account at all times.

- iii. 任何超額（或透支，視乎情況而定，並包括超出預先協議透支限額的任何透支金額）均受限於適用條款的條文，而客戶所具有的與之有關的權利及責任均須據之釐定及解釋。
- iv. 在無損於本條款第3.條的一般性的原則下：
- (a) 客戶須應要求立即向銀行償還自動增值服務賬戶中任何結欠（或透支金額，視乎情況而定）（包括所有適用費用及收費）；及
- (b) 如客戶未能遵從上文 (a) 項規定，銀行有權終止大新八達通 App 卡，而無須事先通知客戶或取得其同意。
4. 失卡報失及終止
- i. 客戶須於發現大新八達通 App 卡因任何理由遭遺失或失竊時立即透過銀行指定的 24 小時熱線通知銀行。適用於提款卡遺失或失竊的適用條款的相關條文，同時適用於有提款卡功能的大新八達通 App 卡，而客戶的權利及責任須據之釐定及解釋。客戶須承擔就在銀行確實收到遺失大新八達通 App 卡或大新八達通 App 卡失竊報告後三小時期間（或八達通卡有限公司不時規定及公佈有關通知期間）任何未獲授權使用八達通功能所引致的任何損失。
- ii. 在無損於銀行根據適用條款暫停或終止大新八達通 App 卡或與之有關的任何功能或服務的權利的情況下，銀行有權在以下情況按其獨有酌情權終止大新八達通 App 卡：
- (a) 銀行得悉涉及大新八達通 App 卡的任何不正常活動或交易；
- (b) 在不設預先安排透支額的自動增值服務賬戶中累積透支金額，或所累積透支金額超出現存預先安排透支額；
- (c) 發生此等條款下訂明令銀行有權終止的任何情況；及
- (d) 大新八達通 App 卡據之發卡及管理的銀行及八達通卡有限公司之間的合作安排因任何理由終止。
- iii. 為免生疑問，客戶須為在大新八達通 App 卡終止時於就大新八達通 App 卡欠負銀行的任何款項（包括其產生的任何利息或收費）負責。大新八達通 App 卡內八達通功能剩餘餘額在減去所有適用收費及費用後，將存入自動增值服務賬戶或客戶於銀行開立的其他指定賬戶（若銀行認為合適，或透過銀行本票支付）。補發新卡只會在欠負金額獲全數結清後至發出並另需收費。
5. 其他條文
- i. 銀行可按其酌情權增加、刪減或更改有關大新八達通 App 卡的任何功能或服務（八達通卡有限公司或其聯營成員所提供的功能或服務除外）或與之有關的操作或遵守規定。銀行將根據銀行實務守則下的適用規定或銀行受之約束的其他指引及規例，就任何該等更改向客戶發出通知。任何獲發該通知的客戶，如未有在當中訂明的時限內取消大新八達通 App 卡，即被視為已接受該等更改並同意受之約束。
- iii. 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.
- iv. Without limiting the generality of this clause 3:
- (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.
4. Reporting of Loss Card and Termination of Card
- i. 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).
- ii. 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 prearranged 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.
- iii. 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.
5. Miscellaneous Provisions
- i. The Bank may at its discretion add, delete, or 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.