

Acknowledgement and Consent by Guarantor
擔保人確認和同意書

To:
致： Livi Bank Limited (“livi”)

Guarantor's Acknowledgement and Consent in relation to loan application made by the Borrower
擔保人就借款人的融資申請作出的確認和同意書

Borrower:
借款人：

(1) I/We understand that the above-named Borrower has applied certain banking facilities with livi (the “Application”) and named me/us as the guarantor.
本人／我們明白上述借款人已向 livi 申請若干銀行融資（「申請」）並指定本人／我們為擔保人。

(2) I/We understand that the Borrower has made certain statements and undertakings on my behalf during this Application, in particular:
本人／我們明白借款人已在本申請中代表本人作出若干聲明和承諾，特別是：

- (a) All personal data relating to this application which may be collected by livi from time to time (including data obtained from any credit reference agency) may be used, transferred and disclosed for such purposes and to such persons (whether in or outside Hong Kong) in accordance with livi Conditions for Services and the Personal Information Collection Statement and such other document(s) issued under whatever name from time to time relating to its general policies on use, disclosure and transfer of personal data (PICS) issued and revised by livi from time to time, which I/we acknowledge that I/we have read and accepted. The Borrower is duly authorized by me/us to confirm to livi on my/our behalf that: (i) I/we have received, read and understood the PICS and agrees to be bound by it; (ii) I/we consent to the Borrower’s supply of my/our personal data and other information to livi and agrees that livi may use, transfer and disclose my/our personal data and other information in accordance with the PICS; (iii) my/our personal data and other information supplied by the Borrower to livi are accurate in all material respects; and (iv) I/we am/are aware of the rights of access to and correction of my/our personal data under the Personal Data (Privacy) Ordinance (Privacy Ordinance). The Borrower has collected the personal data and other information of me/us by lawful means. I/we confirm that all information collected by livi in relation to this application about me/us may be: (I) used by livi in connection with matching procedures (as defined in the Privacy Ordinance) or other comparison procedures; (II) disclosed by livi by way of bank reference or in other manner to any financial institution with which I/we have or propose to have dealings to enable such financial institution to conduct credit check on me/us; (III) disclosed by livi to any bank, financial institution, participant, sub-participant or other company to whom livi wishes to transfer and / or assign all or part of its rights and obligations in relation to the transactions contemplated between the parties; and (IV) supplied by livi to credit reference agency and, in the event of my/our default in repaying any indebtedness, to debt collection agency. I/We further authorize livi to contact (A) any credit reference agency for the purpose of accessing, collecting and using personal data and other information held by such credit reference agency about me/us, and (B) any employers (if applicable), banks, referees of me/us or any other source of information for the purpose of obtaining or exchanging any information, and to compare the information provided by me/us with other information collected by livi for the purposes of consideration of this application. livi is entitled to use the result of such comparison to take any action against me/us or which may be adverse to the interest of me/us. Any personal data and other information of me/us may be transferred to and/or held in another jurisdiction outside Hong Kong.

livi 可能不時就本申請收集的所有個人資料（包括從任何信貸資料服務機構獲得的資料）可能根據 livi 不時刊發及修訂的 livi 服務條款、個人資料收集聲明及不時以任何名稱刊發有關其使用、披露及轉移個人資料的一般政策的其他文件（個人資料收集聲明），被使用作有關用途及轉移及披露給有關人士（不論在香港境內或境外），對此本人／我們確認本人／我們已閱讀並接受。借款人獲本人／我們正式授權以代表本人／我們向 livi 確認：(i)本人／我們已收到、閱讀並明白個人資料收集聲明並同意受其約束；(ii)本人／我們同意借款人向 livi 提供本人／我們的個人資料和其他信息，並同意 livi 可根據個人資料收集聲明使用、轉移和披露本人／我們的個人資料和其他信息；(iii)借款人向 livi 提供的本人／我們的個人資料和其他信息在所有重大方面都是準確的；及(iv)本人／我們知道根據《個人資料（私隱）條例》（私隱條例）有權查閱和更正本人／我們的個人資料。借款人是通過合法途徑收集本人／我們的個人資料和其他信息。本人／我們確認 livi 就本申請收集到關於本人／我們的所有信息均可：(I)被 livi 在核對程序（定義見私隱條例）或其他比較程序中使用；(II)被 livi 以銀行資信證明或其他方式披露給本人／我們有或擬有交易往來的任何金融機構，以便有關金融機構對本人／我們進行信貸審查；(III)被 livi 披露給 livi 有意向其轉移及／或轉讓與雙方擬進行的交易有關的全部或部分權利和義務的任何銀行、金融機構、風險參與人、附屬風險參與人或其他公司；及(IV)被 livi 提供予信貸資料服務機構，以及在本人／我們拖欠任何債務的情況下，提供予代收賬款機構。本人／我們進一步授權 livi 聯繫(A)任何信貸資料服務機構，以便查閱、收集和使用該信貸資料服務機構所持有關於本人／我們的個人資料和其他信息，及(B)本人／我們的任何僱主（如適用）、銀行、推薦人或任何其他信息來源，以獲取或交換任何信息，並將本人／我們所提供的信息與 livi 收集到的其他信息進行比較，以便考慮本申請。livi 有權使用有關比較結果以採取任何針對本人／我們或可能不利於本人／我們利益的行動。本人／我們的任何個人資料和其他信息可能會被轉移至及／或存放於香港以外的其他司法管轄區。

- (b) (For guarantor other than a limited company) In examining this application, livi may obtain from credit reference agency and consider a credit report on me/us. The credit report can be kept by livi in accordance with the Privacy Ordinance whether or not this application is approved, withdrawn or cancelled. I/We understand that: (I) I/we can contact the credit reference agency and obtain a copy of the credit report under the Code of Practice on Consumer Credit Data (Code of Practice) issued by the Privacy Commissioner and, where appropriate, make a data correction request under the Privacy Ordinance; (II) under and in accordance with the terms of the Privacy Ordinance and the Code of Practice, I/we have the right 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 or correction request to the relevant credit reference agency or debt collection agency; (III) this application and the personal data submitted will be passed to TransUnion Limited (TU) and I/we agree to give consent to and authorize TU to transfer the consumer credit data of me/us which is held in the database of TU from time to time for the purpose of assessment of credit related risks of me/us in relation to this application; and (IV) TU may access and use of all information provided by me/us and the consumer credit data of me/us in the manner described above and such access and use shall not be made the basis for any complaint, claim, suit, demand or cause of action or other proceeding against TU and/or livi by me/us.

（對於非有限公司擔保人）在審查本申請時，livi 可能會從信貸資料服務機構取得並考慮關於本人／我們的信貸報告。無論本申請是否被批准、撤回或取消，livi 都可以根據私隱條例保存該信貸報告。本人／我們明白：(I)本人／我們可聯絡信貸資料服務機構，並根據私隱專員頒佈的個人信貸資料實務守則（實務守則）索取信貸報告的副本，並在適當情況下，根據私隱條例提出更正資料的要求；(II)根據私隱條例和實務守則的條款，本人／我們有權要求獲告知哪些資料項目是例行披露給信貸資料服務機構或代收賬款機構，以及有權獲得提供進一步信息以便能夠向相關信貸資料服務機構或代收賬款機構要求查閱或更正資料；(III)本申請及所提交的個人資料將轉交給 TransUnion Limited (TU)，而本人／我們同意給予 TU 同意並授權 TU 不時將 TU 數據庫中持有的本人／我們的個人信貸資料轉移，以就本申請評估本人／我們的信貸相關風險；及(IV) TU 可以按上述方式查閱和使用本人／我們提供的所有信息及本人／我們的個人信貸資料，而此類查閱和使用概不得作為任何由本人／我們針對 TU 及／或 livi 提出的投訴、索賠、訴訟、要求或訴訟理由或其他程序的基礎。

- (c) (For guarantor who is a limited company) Livi will treat information relating to this application as confidential, but unless consent is prohibited by law, we consent to the transfer and disclosure by livi of any information relating to us to and between livi's holding companies, branches, subsidiaries, representative offices, affiliates, agents, credit reference agencies, debt collection agencies and any third parties (including any networks, exchanges and clearing houses) selected by any of livi or them (each a transferee), wherever situated, for confidential use (including for data processing, statistical, credit and risk analysis purposes). livi and any of the transferees may transfer and disclose any such information to any person as required by any law, court, regulator or legal process in Hong Kong or any relevant overseas jurisdictions.

(對於有限公司擔保人) livi 會將與本申請相關的信息視為機密處理，但除非法律禁止同意，否則我們同意 livi 將任何與我們相關的信息轉移和披露給 livi 的控股公司、分行、附屬公司、代表辦事處、關聯公司、代理人、信貸資料服務機構、代收賬款機構以及任何經 livi 或上述任何一方選定的任何第三方（包括任何網絡、交易所和結算所）（各自為受讓人），以及在上述各方之間轉移和披露，無論位於何處，以用於保密用途（包括用於數據處理、統計、信貸及風險分析用途）。livi 和任何受讓人可根據香港或任何相關海外司法管轄區的任何法律、法院、監管機構或法律程序的要求，向任何人轉移和披露任何此類信息。

- (d) I/We hereby consent to livi's providing to any other guarantor or security provider (the "Surety") and/or to the solicitor acting for such Surety the following: (a) any financial information concerning me/us; (b) a copy of the contract and copies of the contracts from time to time evidencing the obligations to be guaranteed or secured or a summary thereof; (c) a copy of any formal demand for overdue payment which is sent to me/us after I/we have failed to settle an overdue amount following a customary reminder; and (d) from time to time on request by any other Surety, a copy of the latest statement of account.

本人/我們特此同意 livi 向任何其他擔保人或擔保提供者（「保證人」）及/或代表該保證人行事的律師提供以下信息：(a)關於本人/我們的任何財務資料；(b)不時訂立證明將予擔保或保證的義務的合約副本或其摘要；(c)在本人/我們未能按照慣常提示結清逾期款項後發送給本人/我們的任何逾期款項正式還款要求的副本；及(d)不時應任何其他保證人要求，提供最新的賬單副本。

- (3) I/We hereby confirm that all information in relation to me/us submitted to livi in relation to the Application is true and complete, and I/we agree to and ratify all statements and undertakings made on my/our behalf, including without limitation those set out in paragraph (2) above.

本人/我們特此確認，就本申請而提交 livi 的與本人/我們有關的所有資料均真實完整，以及本人/我們同意並批准所有代表本人/我們作出的聲明和承諾，包括但不限於上文第(2)段所述者。

- (4) I/We have received and agreed to be bound by livi's PICS. In case of doubts, I/we understand I/we can refer to livi's website (www.livibank.com) to obtain a copy of livi's PICS.

本人/我們已收到 livi 的個人資料收集聲明並同意受其約束。如有疑問，本人/我們明白本人/我們可以參閱 livi 網站（www.livibank.com）以獲取 livi 的個人資料收集聲明副本。

- (5) For the guarantee that I/we am/are going to provide, I/we understand that the Bank has offered me/us a choice for guarantee of limited or unlimited amount, and I/we will provide a guarantee of:

對於本人/我們將要提供的擔保，本人/我們明白貴行已向本人/我們提供有限額或無限額擔保的選擇，而本人/我們將提供以下擔保：

- Limited amount** (subject to the amount set out in the guarantee instrument to be executed); or
有限額（視乎將予簽立的擔保文書中規定的金額而定）；或
- Unlimited amount.**
無限額。

- (6) The Chinese version of this Acknowledge and Consent form is for reference only. The English version will prevail if there is any inconsistency between the Chinese and the English versions.

本確認和同意書中文版僅供參考。如中英文版本有任何歧義，概以英文版本為準。

Guarantor's signature 擔保人簽署

Guarantor's name 擔保人姓名/名稱：

Date 日期：

For Bank's Use Only 此欄只供銀行填寫	
S.V. by	
Name	
Date	