



## Terms and Conditions – livi PayLater Mastercard® Cashback Offer

### Who can enjoy the Offer

1. The Offer is exclusive to customers of Livi Bank Limited (livi or we) who have successfully made any Eligible Transactions (as defined below) using livi PayLater Mastercard® (Specified Card) during the Promotion Period, and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).
2. Eligible Transaction means a retail **and/or** online transaction (online transaction identified in accordance to the transaction code assigned by relevant card association) settled with the Specified Card and with a livi PayLater facility drawn to finance such retail **and/or** online transaction, **EXCEPT FOR** the follows:
  - a. finance and bank payments, interests and charges, including interest, repayment, annual fees, finance charges, late charges and handling fees;
  - b. purchase and/or reload of stored value cards (including Octopus top-up transactions via e-wallets or any other means);
  - c. transactions at financial institutions (including brokers, dealers and insurance companies);
  - d. foreign currency transactions converted into Hong Kong Dollars at the point of sales via dynamic currency conversion;
  - e. betting and gambling transactions;
  - f. tax payments;
  - g. autopay and recurring transactions;
  - h. all unposted/cancelled/refunded transactions;
  - i. online transaction that is settled using contactless payment via Apple Pay or Google Pay.
3. We may change the scope of Eligible Transaction from time to time without notice. We may determine whether a transaction is an Eligible Transaction at our discretion without giving reason. A type of transaction may have been Eligible Transaction but cease later, and vice versa.
4. The transactions code is assigned by the card association of the Specified Card and we have no control over that.

## What is the Offer

5. This Offer is a cashback of **8% of the amount of relevant Eligible Transaction at Designated Merchants** **OR** **5% of the amount of relevant Eligible Transaction at any merchant other than the Designated Merchants**. The table sets out the details of Designated Merchants and corresponding cashback rate.

Eligible Transaction	Cashback Rate	Promotion Period	Monthly Cap
<b><u>Retail and/or online transaction</u></b> at any <b>Designated Merchants</b> using the Specified Card and with a livi PayLater facility drawn to finance such transaction	8%	Promotion Period varies for different Designated Merchants. Please check livi App / website details.	Each Eligible Customer can earn up to HK\$200 in each calendar month.
<b><u>Online transaction</u></b> at any merchant <b>other than</b> the Designated Merchants using the Specified Card and with a livi PayLater facility drawn to finance such transaction	5%	Promotion Period please check livi App / website details.	

For the purpose of calculating the Offer:

- a. the amount of the Eligible Transaction is the net payment amount charged to the Specified Card after all applicable discounts, reductions and use of vouchers/gift cards;
- b. if the Eligible Transaction is settled in a currency other than Hong Kong Dollar, the Offer will be calculated based on the amount charged in Hong Kong Dollar according to the terms and conditions governing such Specified Card;
- c. the amount of Offer will be calculated so that amounts less than HK\$0.005 will be rounded down to the nearest cent and amounts equal to, or greater than, HK\$0.005 will be rounded up to the nearest cent. For example, if the Offer amount as calculated is HK\$2.539, it will be rounded up to HK\$2.54, if the Offer amount as calculated is HK\$2.534, it will be rounded down to HK\$2.53;
- d. if any refund, partially refund or charge-back occurs subsequently (whether or not on an Eligible Transaction), we reserve the right to deduct an amount from Eligible Customer's liviSave Account corresponding to the Offer earned in relation to the refunded, partially refunded or reversed transaction;
- e. if the Eligible Transaction is settled in a currency other than Hong Kong Dollar, and any refund, partially refund or charge-back occurs subsequently (whether or not on an Eligible Transaction), we reserve the right to deduct an amount from Eligible Customer's liviSave Account corresponding to the Offer earned in

relation to the refunded, partially refunded or reversed transaction in the original currency; and

- f. if any refund, partially refund, or charge-back occurs subsequently, we will not re-set or adjust the Monthly Cap regardless of whether we deduct the relevant Offer from Eligible Customer's liviSave Account.
6. Designated Merchants may require minimum transaction amount or impose other terms and conditions. For details, please check the Designated Merchants list in our website or contact the Designated Merchants directly.
  7. Upon completion of the Eligible Transaction, we will credit the Offer to Eligible Customer's liviSave account by next calendar month.

### Conditions for enjoying the Offer

8. The Eligible Customer's liviSave Account and Specified Card must remain valid and in good standing as decided by livi at the time when the Offer is rewarded to him/her. Otherwise, the Offer will be cancelled or forfeited without prior notice to the Eligible Customer. The Eligible Customer should ensure the personal information registered with livi is valid and up to date.
9. There are limited quotas for the Offer and it is rewarded on a first-come-first-served basis. Our records on the Eligible Transactions (including the date of the Eligible Transactions and the information and documents submitted to us) and our records on the available Offer quotas are final and conclusive in the absence of obvious error.

### Changing these Terms and Conditions

10. We reserve the right to vary these Terms and Conditions at any time. You may check our App or website for the latest information, availability and terms and conditions of this promotion.

### Other terms

11. The Offer is not transferable, replaceable or redeemable for properties or other membership/loyalty points, rewards or privileges.
12. Any fraud or misrepresentation in obtaining the Offer and/or abuse of the Offer will result in its cancellation or forfeiture. We reserve the right to cancel or forfeit the Offer and to recover any costs and loss.
13. We have the right to suspend, terminate, revise or substitute the granting of the Offer at our discretion without prior notice.

14. No person other than the Eligible Customer and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
15. In case of any dispute, our decision will be final and conclusive.
16. The availability and enjoyment of the Offer are subject to prevailing regulatory requirements.
17. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
18. The English version of these Terms and Conditions shall prevail if there is any inconsistency between the English and the Chinese versions.

*Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries. Google Pay is a trademark of Google LLC.*

*Issued by Livi Bank Limited (dated: 1<sup>st</sup> July 2022)*



## Terms and Conditions – livi PayLater Mastercard® Beauty & Wellness Spending Offer

### Promotion Period

1. This livi PayLater Mastercard Beauty & Wellness Spending Offer (Offer) is valid from 1 June to 30 September 2022, both dates inclusive (Promotion Period).

### Who can enjoy the Offer

2. The Offer is exclusive to customers of Livi Bank Limited (livi or we) who have successfully applied livi PayLater facility and have successfully completed the transaction below (Specified Transaction) during the Promotion Period and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).
3. Specified Transaction means:
  - a. a single in-store transaction of HKD5,000 or above using livi PayLater Mastercard® (Specified Card) for payment at selected beauty salons (Merchant) participated in this promotion; and
  - b. with a livi PayLater facility drawn to finance such online transaction.

### What is the Offer

4. This Offer is a one-off HKD500 cash rebate upon completion of a Specified Transaction. We will distribute the Offer to the Eligible Customer's liviSave Account within the next calendar month of the date of purchase.

### Conditions for enjoying the Offer

5. The Eligible Customer's liviSave Account and Specified Card must remain valid and in good standing as decided by livi at the time when the Offer is rewarded to him/her. Otherwise, the Offer will be cancelled or forfeited without prior notice to the Eligible Customer. The Eligible Customer should ensure the personal information registered with livi is valid and up to date.
6. There are limited quotas for the Offer and it is rewarded on a first-come-first-served basis. Our records on the Specified Transactions (including the date of the Specified Transactions and the information and documents submitted to us) and our records on the available Offer quotas are final and conclusive in the absence of obvious error.
7. livi or Merchant may notify the other party when the Eligible Customer has successfully completed the Specified Transactions. The Eligible Customer agrees that livi or Merchant may identify his/her partial name to the other party for such notification purpose.

8. We disclaim any liability or responsibility in relation to any dispute, agreement, arrangement, complaint, representation, etc. as between the Eligible Customer and the Merchant.
9. For the avoidance of doubt, nothing under these Terms and Conditions or the Offer will deem, imply, render or suggest that the Merchant is acting as an agent or representative of livi or otherwise soliciting business on behalf of livi.
10. We are not a supplier or service provider of the products/services/auxiliary services provided in the Specified Transaction, and shall not be responsible for any matters relating to them. The Merchant is solely responsible for all obligations and liabilities in relation to such products or services.

### Changing these Terms and Conditions

11. We reserve the right to vary these Terms and Conditions at any time. You may check our App and website for the latest information, availability and terms and conditions of the Offer.

### Other terms

12. The Offer is not transferable, refundable, replaceable or redeemable for cash, properties or other membership/loyalty points, rewards or privileges.
13. Any fraud or misrepresentation in obtaining the Offer and/or abuse of the Offer will result in its cancellation or forfeiture. We reserve the right to cancel or forfeit the Offer and to recover any costs and loss.
14. We reserve the right to deduct the Offer from Eligible Customer's liviSave Account if the specified Transaction is subsequently refunded or reversed in full or in part.
15. We have the right to suspend, terminate, revise or substitute the granting of the Offer at our discretion without prior notice.
16. No person other than the Eligible Customer and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
17. In case of any dispute, our decision will be final and conclusive.
18. The availability and enjoyment of the Offer are subject to prevailing regulatory requirements.
19. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.
20. The English version of these Terms and Conditions shall prevail if there is any inconsistency between the English and the Chinese versions.

*Issued by Livi Bank Limited (Dated: 1 June 2022)*

# Terms and Conditions –livi PayLater Interest Free Offer with Designated Merchant

## Promotion Period

1. The Promotion Period for livi PayLater Interest Free Offer (Offer) varies for different Designated Merchant (Merchant). For details, please check our website (Promotion Period).

## Who can enjoy the Offer

2. The Offer is exclusive to customers of Livi Bank Limited (livi or we) who have successfully applied livi PayLater facility (together with the livi PayLater Mastercard®),and have successfully completed the transaction below (Specified Transaction) at Merchant during the Promotion Period and who fulfil other conditions set out in these Terms and Conditions (Eligible Customers).
3. Specified Transaction means:
  - a. to spend with the Eligible Customer's livi PayLater Mastercard; and
  - b. with a livi PayLater facility drawn to finance such spending.
4. Livi PayLater facility is subject to its own condition. For details, please check our App and Website.

## What is the Offer

5. The Offer is a waiver of the monthly handling fee for up to certain months (Max Interest-Free Period) on the livi PayLater facility drawn to finance the Specified Transaction (Drawn Advance), without affecting any other fees and charges applicable on such Drawn Advance. For this purpose:
  - a. For Drawn Advance with an installment plan which does not exceed the Max Interest-Free Period, all monthly handling fee will be waived; and
  - b. For Drawn Advance with an installment plan which exceeds the Max Interest-Free Period, monthly handling fee will be waived from the first monthly statement until the Max Interest-Free Period is reached.
6. Merchant may offer various Max Interest-Free Period and may require minimum transaction amount or impose other terms and conditions. For details, please check our App Website or contact the Merchant directly.

## Conditions for enjoying the Offer

7. The Eligible Customer's liviSave Account and livi PayLater facility must remain valid and in good standing as decided by livi at the time when the Offer is rewarded to him/her. Otherwise, the Offer will be cancelled or forfeited without prior notice to the Eligible Customer. The Eligible Customer should ensure the personal information registered with livi is valid and up to date.
8. There are limited quotas for the Offer and it is rewarded on a first-come-first-served basis. Our records on the Specified Transactions (including the date of the Specified Transactions and the information and documents submitted to us) and our records on the available Offer quotas are final and conclusive in the absence of obvious error.

9. livi may notify the Merchant when the Eligible Customer enjoys this Offer. The Eligible Customer agrees that livi may communicate and exchange his/her personal data with the Merchant for all purposes relating to the Offer.
10. We disclaim any liability or responsibility in relation to any dispute, agreement, arrangement, complaint, representation, etc. as between the Eligible Customer and the Merchant.
11. For the avoidance of doubt, nothing under these Terms and Conditions or the Offer will deem, imply, render or suggest that the Merchant is acting as an agent or representative of livi or otherwise soliciting business on behalf of livi.
12. We are not a supplier or service provider of the products/services/auxiliary services provided in the Specified Transaction, and shall not be responsible for any matters relating to them. The Merchant is solely responsible for all obligations and liabilities in relation to such products or services.

### **Changing these Terms and Conditions**

13. We reserve the right to vary these Terms and Conditions at any time. You may check our App and website for the latest information, availability and terms and conditions of this promotion.

### **Other terms**

14. The Offer is not transferable, refundable, replaceable or redeemable for cash, properties or other membership/loyalty points, rewards or privileges.
15. Any fraud or misrepresentation in obtaining the Offer and/or abuse of the Offer will result in its cancellation or forfeiture. We reserve the right to cancel or forfeit the Offer and to recover any costs and loss.
16. We have the right to suspend, terminate, revise or substitute the granting of the Offer at our discretion without prior notice.
17. No person other than the Eligible Customer and us will have any right under the Contracts (Rights of Third Parties) Ordinance to enforce or enjoy the benefit of any provisions of these Terms and Conditions.
18. In case of any dispute, our decision will be final and conclusive.
19. The availability and enjoyment of the Offer are subject to prevailing regulatory requirements.
20. These Terms and Conditions are governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

*Issued by Livi Bank Limited (dated: 1 January 2022)*



## livi Conditions for livi PayLater

These Conditions for livi PayLater (these **Conditions**) govern your use of livi PayLater. The livi Conditions for Services (**CFS**) also apply. Words defined in the CFS shall have the same meanings when used in these Conditions.

### A. Introduction

#### 1. livi PayLater

- (a) livi PayLater is a revolving loan facility offered by Livi Bank Limited (**livi or us**) to you. We may in our sole discretion approve or reject any application for livi PayLater without giving reason. livi PayLater will be made available to you subject to your acceptance of and compliance with a facility letter (**Facility Letter**) we issue to you and also these Conditions, execution of all appropriate documentation (if any) mentioned in the Facility Letter and payment of all required fees and charges.
- (b) It is a pre-condition for using livi PayLater that you need to hold a valid virtual debit card issued by us which is designated for the purpose of using livi PayLater (**Specified Debit Card**). You will be taken to have applied for the Specified Debit Card at the same time when you apply for livi PayLater. The Specified Debit Card is subject to terms and conditions which govern our virtual debit card generally, for which you may refer to the App or our website (**VDC Conditions**). If your Specified Debit Card is cancelled or suspended for any reason, we will not make any further advance under livi PayLater.

### B. Use of livi PayLater

#### 2. Qualified Transaction

- (a) livi PayLater can only be used to finance your spending with the Specified Debit Card on a transaction in or converted into Hong Kong dollar (**Qualified Transaction**) which is:
  - (i) for goods or services which we may accept from time to time; and
  - (ii) of value no less than the minimum amount as we specify in the Facility Letter or otherwise notify you from time to time (**Minimum Spending Amount**). We may allow you to set your own Minimum Spending Amount upon our further notice.
- (b) **You are not allowed to make cash advance withdrawal under livi PayLater.**
- (c) We are not responsible for monitoring or verifying the application of any amount borrowed under livi PayLater, including whether such amount is used in compliance with laws and regulations or for the specified purposes.

#### 3. Drawdown

- (a) Subject to the available facility amount and all other conditions (if any) we specify in the Facility Letter, if we allow you to use livi PayLater to finance a Qualified Transaction, livi PayLater will be **automatically drawn** to finance such Qualified Transaction. Your use of the Specified Debit Card to settle a Qualified Transaction amounts to a drawdown notice under livi PayLater and your irrevocable authorization to us to drawdown on livi PayLater for the amount of such Qualified Transaction (**Advance**).

- (b) Without prejudice to our overriding rights set out in these Conditions, we may suspend, reduce or cancel any undrawn facility amount under livi PayLater or reject any drawdown at our discretion without giving reason or notice.

#### 4. Repayment

- (a) **You must make repayments for an Advance under livi PayLater in accordance with repayment arrangement agreed or specified by us, including the instalment plan (as described below), repayment amounts, repayment currency, repayment dates and the means of payment.**
- (b) Unless otherwise specified by us, we will calculate the amount of each instalment payment by dividing the amount of the relevant Advance by the number of instalments you choose plus any applicable interest, fees and charges.
- (c) All repayments will be shown in the monthly statement of livi PayLater. Repaid amounts are available for re-borrowing under livi PayLater.

#### 5. Instalment Plan

- (a) **Each Advance shall be repaid in instalments.** The first instalment is due and payable on the repayment date (as specified in the Facility Letter) falling in the second calendar month after the Qualified Transaction is made.
- (b) We offer several options for instalment payment arrangement for an Advance under livi PayLater on a transaction-by-transaction basis (**Instalment Plan**). Subject to our approval, you may choose an Instalment Plan for a Qualified Transaction before the date of the first monthly statement of livi PayLater in which the Advance for such Qualified Transaction is posted for repayment (**Statement Date**). **You can't revoke or amend your choice of Instalment Plan for a Qualified Transaction once made.**
- (c) We also offer the option to pre-set an Instalment Plan (**Pre-set Instalment Plan**) on the App. Subject to our approval, you may default the payment arrangement to Pre-set Instalment Plan. Your Pre-set Instalment Plan will apply to all Advances under livi PayLater except the Advance for any Qualified Transaction for which we receive your choice of Instalment Plan.

#### 6. Handling of non-qualified transactions

**Your spending on a transaction which is not a Qualified Transaction or is otherwise rejected by us for drawdown under livi PayLater shall be deducted immediately upon occurrence from your liviSave account. If there are insufficient immediately available funds in your liviSave account at the time of deduction, we have the right to reject such spending.**

#### 7. Prepayment

- (a) **You may prepay all indebtedness of an Advance in full together with accrued interest and other amounts (if any) payable to us up to (and including) the date of prepayment, subject to an early settlement fee specified in the Facility Letter, or in absence of which at the amount equals to 3% of the prepaid principal amount. No partial prepayment of an Advance is allowed.** Prepaid amounts are available for re-borrowing under livi PayLater.

- (b) If any Qualified Transaction financed by an Advance or any part of it is refunded or reversed, upon receipt of the relevant refunds from the relevant merchant, the same will be credited to your liviSave account. You are still bound to repay relevant Advance according to the applicable Instalment Plan, but we reserve the right to use the amount so refunded or returned to us to repay such Advance.

## 8. Cancellation and termination

- (a) **You can't cancel the whole or any part of the undrawn livi PayLater facility amount.**
- (b) Without affecting our overriding right to demand repayment, we may terminate your livi PayLater. Upon such termination, we will not make any further advance under livi PayLater to you, and all outstanding indebtedness under livi PayLater including all applicable interest, fees and charges will become immediately due and payable by you.
- (c) Subject to our approval, you may terminate livi PayLater if there is no outstanding amount (including any amount of principal, interest, fees and charges) payable by you under livi PayLater. You are not able to use livi PayLater once terminated.
- (d) **Notwithstanding anything contained in the Facility Letter (including any review date specified therein), we reserve the overriding right to:**
- i. **review the livi PayLater facility at any time (if applicable, prior to any review date specified in the Facility Letter) and give you notice of termination and demand repayment of all Advances in full and livi PayLater shall be terminated forthwith (if applicable, even if prior to the said review date); and**
  - ii. **increase, reduce and/or cancel the facility amount of livi PayLater or any part or parts thereof at any time at our discretion to be effective immediately by sending you an email notification and/or SMS or in-App message.**

## 9. Interest and fees

- (a) **We have the right to charge interest and other fees and charges (including any handling fees) as specified in the Facility Letter from the Statement Date.** We have the right to vary the rate of interest or fee scale by giving prior notice to you.
- (b) **If any principal amount is not paid when due, such amount shall bear the default interest. The default interest rate is specified in the Facility Letter, or in absence of which shall be 150% of the annualised percentage rate (APR) applicable on the relevant Advance.** An APR is a reference rate, which includes all applicable interest rates, fees and charges of the product, expressed as an annualized rate, and is calculated using method specified in relevant guidelines issued by The Hong Kong Association of Banks.
- (c) The default interest shall accrue daily on simple basis from the due date of the relevant payment until we receive irrevocable and unconditional payment of the overdue amount in full.
- (d) The default administrative charge is waived unless we notify you otherwise in writing.
- (e) All fees and charges are not refundable.

## 10. Authorization to set off and debit liviSave

You authorize us to set off and debit at any time the instalment payments, interests, fees, charges, commissions, costs, expenses and other sums due and payable by you in respect of livi PayLater from any of your account(s) including your liviSave account without prior notice. **You shall make sure you have sufficient immediately available fund in such accounts.**

## 11. General lending conditions

- (a) If we make available more than one banking facility to you at any time and one banking facility (**First Facility**) is set to be interchangeable with another facility (**Second Facility**), any available unused balance of the facility amount of the First Facility can be made available to you under the Second Facility, subject to any limit and other condition specified in the relevant facility letter.
- (b) If, at any time, it is or will become unlawful in any applicable jurisdiction for us to perform our obligations under livi PayLater or to maintain the livi PayLater facility or any Advance, we shall notify you and our commitments shall be immediately cancelled and you shall repay all outstanding indebtedness under livi PayLater in full on or before the date specified by us.
- (c) Interest will accrue from day to day and be calculated on the basis of actual number of days elapsed and a 365-day or 366-day year (as the case may be) for Hong Kong dollars, or according to the market practice as we may from time to time adopt in our discretion.
- (d) **All accrued interest shall be payable on demand, and if no demand is made, shall be paid on the due date of each instalment payment or according to our customary practice as may be notified to you from time to time. We shall have the right to capitalize any unpaid interest as principal amount under the relevant Advance so that it shall bear interest at the applicable interest rate.**
- (e) Time is of the essence of your payment or repayment.
- (f) All payments made by you to us shall be in the currency of the Advance or otherwise in the converted currency if we allow (**Applicable Currency**), in immediately available funds without set-off or counter-claim and free and clear of and without withholding or deduction of any or all present or future taxes, duties, payments or other charges. If any withholding or deduction is required for any payment relating to livi PayLater, the amount payable by you shall be increased so that we will receive the full amount of payment as if no such withholding or deduction has been made. **If any withholding or deduction is required, you shall inform us as soon as reasonably practicable and pay the required withheld or deducted amount to the relevant authority within the time prescribed. You shall also within 30 days of making such payment provide us with documentary evidence of payment.**
- (g) No payment to us (whether under any judgment, court order or in any other case) shall discharge your obligation or liability in respect of which it was made unless and until we have received payment in full in the Applicable Currency, and to the extent the amount of any such payment shall on actual conversion into the Applicable Currency fall short of such obligation or liability expressed in the Applicable Currency, we shall have a further separate cause of action against you.

- (h) Any payment made to us in a currency other than the Applicable Currency may at our discretion be converted into the Applicable Currency at the then prevailing spot rate of exchange as conclusively determined by us.
- (i) Notwithstanding anything to the contrary contained in the Facility Letter or in these Conditions, **we have the overriding right to demand immediate repayment of all the outstanding indebtedness (including interest and default interest thereon) due, owing or incurred by you (actual or contingent) to us under or in respect of livi PayLater.**
- (j) **You shall indemnify us on a fully indemnity basis from and against all liabilities, action, suits, proceedings, claims, demands, losses, damages, costs, fees and expenses of any kind (including legal fees and other expenses reasonably incurred) which we may suffer or incur, whether actual or contingent, by reason of or in maintaining or enforcing livi PayLater facility granted to you unless caused by our fraud, wilful misconduct or gross negligence.**
- (k) We have the right to apply and appropriate any amount received by us in or towards discharging the outstanding indebtedness under livi PayLater or any part of it as we think fit. Any such appropriation by us shall override any purported appropriation by you.
- (l) We are entitled to employ debt collecting agent(s) to collect any sum due but unpaid by you under livi PayLater. You agree, and acknowledge that you have been warned, that **you shall indemnify and keep us indemnified on a full indemnity basis against all costs and expenses which we may reasonably incur in the employment of debt collecting agent(s).** You further agree that we may disclose to such debt collecting agent(s) any or all information relating to you and the outstanding indebtedness and other amounts payable by you in connection with livi PayLater for debt recovery purpose.

## 12. Your representations, warranties and undertakings

- (a) You make the following representations and warranties to us on the date of your acceptance of the Facility Letter:
  - i. these Conditions and the Facility Letter constitute your valid, legally binding and enforceable obligations in accordance with their terms;
  - ii. **your acceptance and performance of these Conditions and the Facility Letter do not and will not conflict with any law or regulation applicable to you;**
  - iii. all information provided by you was true, complete and accurate in all material respects as at the date it was given and was not misleading in any respect;
  - iv. **you are not subject to any petition for bankruptcy or winding up before any court or tribunal, nor is there any such petition pending against you; and**
  - v. no event of default as set out in paragraph 13 below (**Event of Default**) has occurred or is continuing, or will occur as a result of your acceptance of the Facility Letter and/or drawing of livi PayLater.

The above representations and warranties shall be repeated and deemed to be made by you, where applicable, on each advance or drawing of livi PayLater and on each instalment payment date, in each case by reference to the facts and circumstances then existing.

(b) **You undertake that you will:**

- i. **promptly notify us on becoming aware of the occurrence of any Event of Default or potential Event of Default, or if you anticipate or experience any difficulty in repaying livi PayLater; and**
- ii. **comply in all respects with all laws and regulations applicable to you, if failure so to comply would materially impair your ability to perform your obligations in connection with livi PayLater.**

13. **Events of Default**

Upon the occurrence of any or more of the following Events of Default, all amounts (including principal and interest) due or owing by you to us under livi PayLater shall, without any demand, become immediately due and payable by you, and that livi PayLater shall be terminated with immediate effect and we shall not be required to make any further advance:

- (a) the failure to pay any principal, interest, charges or other costs and expenses payable by you to us, whether or not in connection with livi PayLater, on the due date;
- (b) any of your representations, warranties or undertakings or any information or document provided by you is untrue, incorrect, incomplete or misleading in any material respect;
- (c) an event occurs which, in our opinion, has or might have a material adverse effect on your condition (financial or other condition);
- (d) a petition is presented or proceedings are commenced or an order is made for your bankruptcy or for the appointment of a liquidator, receiver, official administrator or similar officer in respect of you or all or any part of your assets;
- (e) without prejudice to sub-paragraph (a) above, failure by you to comply with any provision contained in these Conditions, the Facility Letter, any security or any other ancillary documents (if applicable) which is not capable of remedy or, if can be remedied, has not been remedied within seven days from the date of notice given by us requiring remedy;
- (f) any governmental, tax or other approval required to be maintained by you in connection with livi PayLater is withdrawn or revised in a way prejudicial to our interest under livi PayLater;
- (g) it becomes unlawful for you to perform any of your obligations under these Conditions, the Facility Letter, any security or any other ancillary documents (if applicable); and
- (h) the occurrence of any event which under the law of any relevant jurisdiction, has an analogous or equivalent effect to any event mentioned above.

#### 14. Information

- (a) **You agree to supply us with personal data and other information relating to you and/or other individuals connected to you (collectively, your Related Parties) as we may reasonably require from time to time for assessing, processing, granting, continuing, reviewing, revising, renewing, recovering and/or enforcing livi PayLater or any advance under livi PayLater, and for related purposes.**
- (b) You, for yourself and as the duly authorized agent acting on behalf of each of your Related Parties, authorize us:
- i. to use any data, information and documents relating to you and/or the Related Parties, livi PayLater, the Facility Letter or any other agreements, or the transactions or dealings by you and/or your Related Parties, in accordance with the CFS and the PICS. We will keep such data, information and documents confidential but we are authorized to provide such data, information and documents to the persons and for the purposes specified in the CFS or the PICS, or to any of our branches, subsidiaries and holding companies and the branches, subsidiaries and affiliates of any of our holding companies (**collectively, our Related Parties**), or to the professional advisers and other persons providing services to us or any of our Related Parties (including credit reference agencies, debt collecting agents, credit rating agencies, insurers or insurance intermediaries, credit protection providers), or to any actual or potential assignee, transferee, participant or sub-participant or any subsequent chargee, mortgagee or encumbrancer in respect of our rights and obligations in connection with livi PayLater, or to any person to the extent required by or for compliance of any laws, regulations, guidelines or rules of stock exchange binding on or applicable to us or any of our Related Parties, or to any person to whom information is required or requested to be disclosed by any court or governmental or regulatory authority to which we or our Related Parties are subject, or to any person to whom information is required to be disclosed in connection with, and for the purposes of any litigation, arbitration, administrative, mediation or other investigations, proceedings or disputes relating us or any of our Related Parties, or to any other person permitted by you;
  - ii. to contact your or any of your Related Parties' employer (if applicable), bank or referee, or any credit reference agencies or other source of information for the purpose of obtaining or exchanging any information, and to compare the information provided by you with other information collected by us for checking purposes. We are entitled to use the result of such comparison to take any action against you or which may be adverse to your interest; and
  - iii. to transfer to and/or hold any data, information and documents in another jurisdiction outside Hong Kong.

#### 15. Other conditions

- (a) In case of any inconsistency between the provisions of the Facility Letter and these Conditions, the provisions of the Facility Letter shall prevail over these Conditions unless explicitly overridden.
- (b) We may vary these Conditions from time to time by giving 30 days' prior notice for any variation which affects fees and charges and your liabilities or obligations. If you



continue to maintain livi PayLater facility after the effective date of the variations, you will be taken as having accepted the variations.

- (c) If any provision or part of a provision is invalid, the remaining part of the provision and all other provisions remain in full force and effect.
- (d) We may at any time, without consent of or notice to you, assign or transfer to any other person all or any of our rights, benefits, obligations and liabilities in connection with livi PayLater, provided that at the time of such assignment or transfer, you will not be liable to pay any greater amount than you would have been liable to pay had no assignment or transfer been made. You may not assign or transfer any of your rights, benefits, obligations and/or liabilities in connection with livi PayLater to any other person except with our prior written consent.
- (e) No person other than you and us has any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of these Conditions.
- (f) These Conditions are governed by and shall be construed in accordance with Hong Kong law. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (g) The Chinese version of these Conditions is for reference only. The English version will prevail if there is any inconsistency between the Chinese and the English versions.

## **Conditions for Mastercard® Virtual Debit Card**

The Specified Debit Card specified in these Conditions is a Mastercard Virtual Debit Card. You confirm that you have read, understood and accepted the terms and conditions ([livibank.com/pdf/livi-debit-mastercard-tnc-en.pdf](http://livibank.com/pdf/livi-debit-mastercard-tnc-en.pdf)) of such card.



# Key Facts Statement (KFS) for Revolving Credit Facility

Livi Bank Limited

*livi PayLater*

*May 2021*

<b>Interest Rates and Interest Charges</b>																	
<b>This product is a revolving credit facility.</b>																	
<b>This KFS provides you with indicative information about interest, fees and charges of this product but please refer to our facility letter for the final terms of your revolving credit facility.</b>																	
<b>Annualised Percentage Rate (APR)</b>	<p>We charge monthly handling fees for livi PayLater. If the monthly handling fee is 0.2% of the transaction amount, the APR will be as follows depending on the tenor and number of instalment payments.</p> <table border="1"><thead><tr><th>Tenor (months and instalments)</th><th>APR</th></tr></thead><tbody><tr><td>3</td><td>3.18%</td></tr><tr><td>6</td><td>3.86%</td></tr><tr><td>12</td><td>4.29%</td></tr><tr><td>18</td><td>4.45%</td></tr><tr><td>24</td><td>4.52%</td></tr><tr><td>30</td><td>4.57%</td></tr><tr><td>36</td><td>4.59%</td></tr></tbody></table>	Tenor (months and instalments)	APR	3	3.18%	6	3.86%	12	4.29%	18	4.45%	24	4.52%	30	4.57%	36	4.59%
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<b>Annualised Default Interest Rate</b>	<p>If a payment due is not received in full on or before the payment due date, default interest shall accrue on a daily basis on the overdue principal from the due date of the relevant payment.</p> <p>Default interest rate is 150% of the APR applicable on the relevant instalment payment.</p> <p>If the monthly handling fee is 0.2% of the transaction amount, the default interest rate will be as follows depending on the tenor.</p> <table border="1"><thead><tr><th>Tenor (months and instalments)</th><th>Default Interest Rate</th></tr></thead><tbody><tr><td>3</td><td>4.77%</td></tr><tr><td>6</td><td>5.79%</td></tr><tr><td>12</td><td>6.44%</td></tr><tr><td>18</td><td>6.68%</td></tr><tr><td>24</td><td>6.78%</td></tr><tr><td>30</td><td>6.86%</td></tr><tr><td>36</td><td>6.89%</td></tr></tbody></table>	Tenor (months and instalments)	Default Interest Rate	3	4.77%	6	5.79%	12	6.44%	18	6.68%	24	6.78%	30	6.86%	36	6.89%
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<b>Overlimit Interest Rate</b>	No overlimit interest is charged by livi.																
<b>Minimum Payment</b>	You are required to pay the full amount set out in the monthly statement of livi PayLater on time.																
<b>Fee and Charges</b>																	

<b>Handling Fee</b>	The monthly handling fee of livi PayLater is as low as 0.2%, calculated based on the total amount of a transaction. The monthly handling fee is payable with each instalment payment.  For example, if the total amount of the transaction is HKD1,200 and the monthly handling fee rate is 0.2%, the monthly handling fee for each instalment is 0.2% of HKD1,200, i.e. HKD2.4.
<b>Annual Fee</b>	Not applicable
<b>Withdrawal Fee / Transaction Fee</b>	Not applicable
<b>Late Payment Fee and Charge</b>	Please see "Annualised Default Interest Rate" above.
<b>Early Settlement Fee</b>	Early settlement is only allowed for repayment of a loan in full (and not in part), and an early settlement fee is payable and shall be calculated at 3% of the repayment principal. livi may at its discretion adjust the early settlement fee at any time.  Early settlement fee for a loan is waived if such loan is repaid in full on or before the date of the first monthly statement of livi PayLater in which such loan is posted.
<b>Overlimit Handling Fee</b>	Not applicable
<b>Returned Cheque Charge / Rejected Autopay Charge</b>	Not applicable
<b>Lost Card Replacement Fee</b>	Not applicable
<b>Additional Information</b>	
<ul style="list-style-type: none"> <li>■ A transaction will be made via the liviSave account instead of using livi PayLater if the transaction amount is below the threshold. livi may at its discretion adjust threshold amount at any time.</li> <li>■ You only need to pay a monthly handling fee. livi does not charge interest or other fees for livi PayLater. This handling fee may be different from customer to customer. For example, if the total amount of the transaction is HKD1,200 with 12 instalment payments and the monthly handling fee rate is 0.2%, the amount to be repaid for each instalment of this transaction = monthly instalment principal (HKD1,200/12) + monthly handling fee (HKD1,200 x 0.2%)=HKD102.4.</li> </ul>	

The Chinese version of this KFS is for reference only. The English version will prevail if there is any inconsistency between the English and the Chinese versions.