

# livi Conditions for Services

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## A. Introduction and important notes

### 1. Welcome to livi!

- 1.1 Livi Bank Limited (livi or we) provides banking services via a mobile application (App). You may download the App from mobile application stores designated or acceptable by us, or by scanning the specified QR code posted on livi's website from time to time. We may also provide banking or other services in any means via any other channels at such time as we deem appropriate, which may include specific ranges of services as we may determine from time to time.
- 1.2 livi accounts and services are provided by livi.

### 2. Matters you must note before downloading App or opening account

#### 2.1 Our main services

- a. savings account under sole name,
- b. money transfer, payment services and foreign exchange services,
- c. virtual debit card and QR payment,
- d. credit facilities, and
- e. business account.

#### 2.2 For your personal use only

**Except for our business services, you should use our services for your personal purposes only and not for business or other purposes. Also, you should not allow any other person to operate your account or use the services provided by us to you.**

#### 2.3 Key features and risks

- a. We deliver our services by electronic means. Whilst convenient, there is no guarantee that the electronic channel and network are 100% secured. We'll take safeguard measures to manage and control risks having regard to applicable regulatory requirements and prevailing market practice. **That said, you should note that use of our services is not risk-free. If you do not accept this, please do not download the App or open account.**
- b. **You also have responsibility to take reasonably practicable security measures. You may be held liable for unauthorized transactions if you fail to take such measures or if you have acted fraudulently or with gross negligence.**

### *3. Getting started and please read these Conditions carefully*

3.1 These Conditions for Services including the Appendices (Conditions) govern our provision and your use of the App and all services provided by us. The Appendices set out further terms and conditions that govern the respective services provided by us from time to time. These Conditions form a part of the legal contract between you and livi, setting out the rights and obligations of the respective parties.

3.2 Please read these Conditions carefully before proceeding further. Once you download the App or register to open account or use services, you'll be taken to have accepted these Conditions.

### *4. How these Conditions work*

In addition to these Conditions, other terms and conditions may apply to specific services, transactions or arrangements. In that case, these Conditions and those other terms and conditions should be read together. If there is any inconsistency between them, those other terms and conditions will prevail insofar as the specific services, transactions or arrangements are concerned. We'll show you the other terms and conditions before you use the relevant services or arrangements, or conduct the relevant transactions.

### *5. How to contact us*

You can contact us via any of the following channels if you have any question:

- Our hotline;
- Live chat function in the App; or
- Feedback section in the App.

### *6. How we'll contact you*

6.1 We may contact you by phone, email, letter and other means.

6.2 It is very important that you update us as soon as reasonably practicable if your contact details change. **You should notify us of changes via any of the channels as described in condition A5 above.**

### *7. We'll send you notifications to confirm a payment or money transfer*

For security reason, we'll send you instant notifications of payments or money transfer involving your account or virtual debit card. We'll send these notifications usually by SMS based on your phone number and/or by in-App notification and/or email (or via any other channel as we think appropriate from time to time). **You should not turn off**

**the notification function of your mobile device in order to receive these notifications.**

8. *Further information*

We've prepared FAQs to provide further information about our services and related matters. You can get them from our website (<https://www.livibank.com/en/help/faqs/>) or in the App.

**B. Register to open account or use services**

1. *Registration*

In order to register to open account or use services, you have to download the App to your mobile device and then follow and complete the registration procedures set out in the App.

2. *Verifying your identity*

2.1 When you register to open account or use services, we'll ask for your personal data to enable us to verify your identity. This data will usually include your full name, identity card number, date of birth, address, contact details, facial image and information about your mobile device to be registered to use the account and services. We may also ask you to give other proof and complete other steps to verify your identity. **You should give us complete, true, accurate and up-to-date information.**

2.2 During the continuation of the bank-customer relationship, we may ask you to complete identity verification again from time to time to keep our records up-to-date.

3. *Subject to our approval*

3.1 We have the right not to provide account or services. Even if you have completed the registration procedures, we may refuse to provide account or services if we cannot verify your identity to our satisfaction or we have reasonable ground to refuse. After we have verified your identity to our satisfaction, your mobile device will be registered to enable you to use the account and services (Designated Mobile Device).

3.2 We may set minimum conditions for using services, including age requirement, geographical limit and technical specifications (such as mobile device type or model). We may not provide the services if the minimum conditions are not met.

**C. Some major responsibilities in using account and services**

1. *No unlawful use*

**You should use your account, virtual debit card and other functions and services provided by us sensibly and responsibly. You should never use them for any unlawful purpose or in any unlawful manner.** We have the right to close your account or terminate the functions or services if you breach this provision.

## 2. *Security measures*

**You should take reasonably practicable security measures. These measures should include at least the following measures which are not exhaustive. You should also refer to the security advice provided by us from time to time in the App or on our website:**

### 2.1 Regarding the App:

- a. Only download the App (i) from trusted mobile application stores (i.e. Google Play™ store and App Store) or other mobile application stores designated or acceptable by us, or (ii) by scanning the specified QR code posted on livi's website from time to time. Where any mobile application or its source is suspicious, do not download or stop installation at once and do not login or activate. (Google Play logo is a trademark of Google Inc., and the App Store is a service mark of Apple Inc.)
- b. Install updates and patches for the App and the operating systems and browsers regularly from the mobile application stores set out in paragraph a. above or from our website.
- c. Do not download the App via wireless network (i.e. Wi-Fi) that is public or not protected by password.

### 2.2 Regarding the Designated Mobile Device and security information:

- a. Download the App and use the account and services on the Designated Mobile Device only.
- b. Do not download the App on any mobile device or operating system that has been modified outside the mobile device or operating system vendor-supported or vendor-warranted configurations. This includes a mobile device that has been "jail-broken" or "rooted", that is a mobile device that has been freed from the limitations imposed on it by the telecommunications service provider and/or the mobile device manufacturer without their approval.
- c. Do not connect the Designated Mobile Device to any computer suspected to be infected by virus.
- d. Install anti-virus software, firewall and other security tools on the Designated Mobile Device. You can visit HKCERT website for reference: <https://www.hkcert.org/mobile-security-tools>.

- e. Disable any wireless network functions (e.g. Wi-Fi, Bluetooth, NFC) or logout from the App when not in use. Choose encrypted networks when using Wi-Fi and disable Wi-Fi auto connection setting.
- f. Activate the auto-lock function on the Designated Mobile Device.
- g. When setting personal password, login credentials and security information:
  - (i) do not use easy-to-guess personal information, numbers or words;
  - (ii) do not write down or record any password, login credentials and security information without disguising them;
  - (iii) do not keep any password, login credentials and security information on or near the Designated Mobile Device;
  - (iv) do not use the same password, login credentials and security information for different services; and
  - (v) change your password, login credentials and security information regularly.
- h. Keep the Designated Mobile Device safe and keep all personal passwords, soft token, login credentials (including your biometric credentials) and security information that are used to operate your account and obtain services confidential. Do not allow anyone else to use your personal passwords, soft token, login credentials and security information. Safeguard them from loss, theft, accidental or unauthorized leak or unauthorized use.
- i. Notify us via any of the channels described in condition A5 above as soon as reasonably practicable if you find or suspect that the Designated Mobile Device, the virtual debit card or any personal credentials or security information is lost, stolen, leaked or used without your authorization. Change your personal credentials and security information immediately.
- j. Do not store biometric credentials other than your own on the Designated Mobile Device.
- k. Delete the App and all personal passwords, soft token, login credentials (including your biometric credentials) and security information that are stored on the Designated Mobile Device before you leave it with another person for repair or other reasons, or before you dispose of it.

### 2.3 Regarding use of account and services:

- a. Only use encrypted and reliable mobile internet connections to login to operate your account or use the services and do not use wireless network (i.e. Wi-Fi) that is public or not protected by password.
- b. Do not activate your soft token or operate your account or use the services on any mobile device other than the Designated Mobile Device.

## D. Soft token

### 1. *What's a soft token?*

- 1.1 Soft token is a feature of the App for authenticating transactions and verifying identity.
- 1.2 **You should only set up the soft token on the Designated Mobile Device.**
- 1.3 To set up and activate the soft token on the Designated Mobile Device, simply follow the instructions shown in the App.

### 2. *How to use soft token after activation?*

- 2.1 After activating the soft token, you can use it for login and authenticate transactions as required by us from time to time.
- 2.2 **You're required to set a soft token PIN code to use your soft token.** Alternatively, if the Designated Mobile Device supports biometric authentication, you may register for biometric authentication to use your soft token. In this case, if the biometric credentials stored on the Designated Mobile Device are changed, you'll be required to register for biometric authentication again to use the soft token or to set the soft token PIN code to use your soft token.
- 2.3 If you disable the biometric authentication function on the Designated Mobile Device, you can still use the soft token PIN code to use your soft token.
- 2.4 **To ensure access to the App with your soft token, you should keep the App updated.**
- 2.5 If you change the Designated Mobile Device, you'll have to follow the necessary procedures set by us.

## E. Biometric authentication

### 1. *What is biometric authentication for?*

- 1.1 This Condition governs the use of biometric authentication. By registering to use biometric authentication, you will be taken to have accepted this Condition. If you do not accept this Condition, please do not register to use biometric authentication.
- 1.2 You may use your biometric credentials (including fingerprint or facial image or any other biometric data as we approve from time to time) stored on the Designated Mobile Device to login the App and authorize transactions, in the manner specified by us from time to time.
- 1.3 You agree that we can act on the instructions received by us which have been authenticated by checking your biometric credentials. You'll be bound by these instructions and the resulting transactions. We're not required to take further steps to verify the identity of the person sending the instructions or the authenticity of the instructions. Nevertheless, we reserve the right to require you to authenticate an instruction by your personal password or other personal credentials.

## 2. *How to use biometric authentication?*

- 2.1 To use biometric authentication, you're required to satisfy the following conditions:
  - a. You've successfully opened an account with us.
  - b. You've installed the App on the Designated Mobile Device.
  - c. You've activated the biometric authentication function on the Designated Mobile Device and registered at least one of your biometric credentials to restrict access to the Designated Mobile Device.
  - d. You've registered for biometric authentication through the App by using your personal password, username, SMS one-time password or such other personal credentials specified or accepted by us, and you've registered the relevant biometric credentials stored on your Designated Mobile Device for the purpose of biometric authentication.
  - e. **You should safeguard the secrecy of your personal credentials used to register and store your biometric credentials on the Designated Mobile Device for biometric authentication.**
- 2.2 You understand and accept the following:
  - a. After successful registration for biometric authentication on the Designated Mobile Device, any biometric credentials stored on the Designated Mobile Device can be used for biometric authentication. **Therefore, you should ensure that only your biometric credentials (and no one else's) are stored on the Designated Mobile Device.**
  - b. **You should not use biometric authentication if you reasonably believe that any other person may share identical or very similar**

- biometric credentials.** For example, you should not use facial image if you have a twin or sibling sharing similar facial features.
- c. **You should not use biometric authentication if the relevant biometric credentials will change.** For example, you should not use facial image if you expect your facial features to change.
  - d. You authorize the use of biometric authentication which is performed by the App interfacing with the biometric authentication module on the Designated Mobile Device. We'll not collect or store your biometric credentials for the purpose of biometric authentication unless otherwise specified in these Conditions.
  - e. We do not warrant the quality or performance of the biometric authentication module on the Designated Mobile Device.
  - f. If the biometric credentials stored on the Designated Mobile Device are changed or if you have not used the biometric authentication for a period of time, biometric authentication may be suspended. You'll be required to re-register or re-activate the biometric authentication.
- 2.3 You can cancel the biometric authentication at any time on the App in the manner required by us. The biometric credentials stored on the Designated Mobile Device will not be deleted automatically after the biometric authentication is cancelled. You'll have to delete them yourself on the Designated Mobile Device.

## F. Your instructions

### 1. How to give instructions

- 1.1 You'll have to give instructions to us by such means and in such manner specified or accepted by us. We have the right to refuse any instruction that does not meet this requirement.
- 1.2 **You should check and ensure that each instruction is complete and correct before sending it to us. Once sent, you cannot change or cancel an instruction without our prior consent.**

### 2. How we handle your instructions

- 2.1 We have the right to treat any instruction sent from the Designated Mobile Device using your personal credentials or security information or we reasonably believe is given by you or your authorized person as instruction given by you, whether or not it is in fact given by you. Such instruction and the resulting transactions will be valid and binding on you. We're not required to take further steps to verify the identity of the person sending the instruction or the authenticity of the instruction. Nevertheless, we reserve the right to require you to authenticate an instruction by your personal password or other personal credentials, or require other evidence of identity or authority as we think fit.

- 2.2 We may treat each instruction received by us as a separate instruction, unless we actually knew before executing the instruction that it duplicated another instruction.
- 2.3 If a payment or money transfer instruction is received by us after our daily cut off time or outside our business hours, we may still debit or withhold the relevant amount from your account on the same day but we may not process the instruction until the next business day.
- 2.4 We're not required to notify you whether an instruction has been executed in full or not except that we will promptly notify you if an outgoing cross-border payment could not be effected. We have the right to execute an instruction in part if we're unable to execute it in full.

## G. Your responsibilities for transactions and checking records

### 1. Who is liable for unauthorized transactions?

- 1.1 You're not liable for unauthorized transactions and any direct loss suffered by you unless you have acted fraudulently or with gross negligence. **However, if you have acted fraudulently or with gross negligence, you may be held liable for all losses resulting from unauthorized transactions.**
- 1.2 **You'll be taken as having acted with gross negligence in one or more of the following cases:**
  - a. **if you knowingly allow another person to use the Designated Mobile Device, your Debit Card, or your personal credentials or security information to obtain services or conduct transactions;**
  - b. **if you fail to notify us as soon as reasonably practicable that you find or believe that the Designated Mobile Device, your Debit Card, or your personal credentials or security information have been lost, stolen or compromised, or any unauthorized transaction has been conducted; and**
  - c. **if you fail to take reasonably practicable steps to safeguard the security of the Designated Mobile Device, your Debit Card, or your personal credentials or security information, including failing to follow the security advice given by us from time to time.**

### 2. Checking transaction records and account statements

- 2.1 We will provide account statements in electronic form. You agree to receive account statements in electronic form, instead of paper form.

- 2.2 **You're required to review the transaction records and account statements promptly to check and report any error or unauthorized transaction. You should notify us as soon as reasonably practicable of any item which you believe is an error or unauthorized transaction and, in any case, within 90 days from the date of the account statement.**

### 3. *You'll compensate us*

- 3.1 **If we incur reasonable cost or expenses or if we suffer loss in providing services to you and acting on your instructions, you'll compensate us for such cost, expenses and loss.**
- 3.2 **If we suffer loss as a result of your failure to comply with these Conditions or to perform your obligations in relation to your account and transactions, you'll compensate us for such loss and the expenses (including legal fees) of reasonable amounts and reasonably incurred by us.**

### 4. *Mis-transfers of funds*

**You should be careful and avoid errors when making fund transfers. If you receive funds that are transferred to you by mistake, you should notify us and return the funds as soon as reasonably practicable. Failure to return mis-transferred funds may give rise to criminal liability.**

## H. **Our services and our responsibilities**

### 1. *Our services and what we may do to provide services*

- 1.1 Before using a service provided by us, you may be required to comply with the conditions set by us for that service. Each service is only available during the time set by us.
- 1.2 We may do or refrain from doing anything (including refusing to act on your instructions) in order to comply with any legal, regulatory or tax requirements or court orders. These requirements may be imposed on you or on us by law and regulations, by any governmental agency, tax authority, law enforcement agency or regulatory authority, whether in Hong Kong or overseas.
- 1.3 We may appoint agents, contractors and service providers to assist in providing services. We'll use reasonable care to select these agents, contractors and service providers.
- 1.4 We may appoint debt collection agent or third party agencies for recovering or collecting any overdue amount payable by you. **You're required to pay the expenses of reasonable amounts and reasonably incurred by us.**

- 1.5 We may freeze your account if we consider appropriate, including if we know that a petition has been presented for your bankruptcy, or if there is a third party claim against you, or if there is doubt on your mental capacity.
- 1.6 We may suspend or terminate your use of any of our services at any time without giving notice having regard to tax, legal or regulatory requirements, and/or if we reasonably consider that you've breached your obligations under these Conditions. All rights and obligations incurred before suspension or termination will remain effective.
- 1.7 We reserve the right, at any time with or without notice, to suspend all or part of our services for system maintenance, upgrading, testing and/or repair.
- 1.8 Any information provided by us is for your reference only.

## 2. *Our responsibilities*

- 2.1 Unless caused by our fraud, wilful misconduct or gross negligence, we're not liable to you for:
  - a. acting according to your instructions;
  - b. any delay, interruption or unavailability of our services or your use of the services;
  - c. any loss, error, delay, misdirection, corruption or unauthorized alteration or interception of a message sent through the internet or any other means; or
  - d. any computer virus or other malfunctioning of software or computer system.
- 2.2 In any case, we're not liable for:
  - a. acting or refrain from acting in compliance with tax, legal or regulatory requirements or court orders, or in accordance with the demands or expectations of any governmental agency, tax authority, law enforcement agency or regulatory authority, whether in Hong Kong or overseas; or
  - b. any indirect, special, incidental or consequential loss or damages.
- 2.3 The provisions restricting or excluding our liability will operate to the extent permitted by law.

## I. **Charges**

### 1. *We may charge you for our services*

- 1.1 **We may levy fees and charges for our services, and vary them from time to time after giving notice. If we levy fees and charges, we will make available a list of our fees and charges in the App or on our website. Paid fees and**

**charges will be shown in the transaction record, account statement, or separately in other ways.**

- 1.2 **You'll pay our fees and charges, and all reasonable out-of-pocket expenses including our agents' fees and expenses and taxes. You'll pay the amounts and within the timeframe we notify you.**
- 1.3 Paid fees and charges are not refundable unless expressly provided in these Conditions otherwise. However, if you terminate a service as a result of a change of these Conditions, we'll refund a prorated portion of any annual or periodic fee paid for the service, if the fee can be separately distinguished and unless the amount is minimal.
- 1.4 **Your payments will be made in the currency of the liability.** A sum received by us in another currency only constitutes a discharge to the extent of the net amount of the currency of your liability which we would be able to purchase with the amount received as soon as it is practicable to do so. **You will, as a separate obligation, indemnify us against any loss and reasonable expense.** It will be sufficient for us to show that we would have suffered a loss had an actual exchange or purchase been made.

## *2. Fees charged by other parties*

**Your telecommunications service provider may charge data charges and other fees in connection with the Designated Mobile Device and/or your use of the App. You're solely responsible for paying these charges and fees.**

## **J. You agree us using your personal data**

### *1. You've provided true information*

You confirm that all information given to us is complete, true, accurate and up-to-date. You'll notify us of any material change to your information as soon as reasonably practicable. You authorize us to contact any sources we consider appropriate including any credit reference agencies (where appropriate) to verify your information.

### *2. Use of your information and personal data*

- 2.1 You consent to our use and disclosure of your information and personal data for providing account and services to you and for other purposes and in the manner specified in the Personal Information Collection Statement (PICS). The PICS is given to you when you provided your personal data to livi. You can also find the PICS in the App or on our website.
- 2.2 You understand and agree that we may process and store your information and personal data in or outside Hong Kong.

## **K. Closing account and terminating services**

### *1. By you*

You may close your account and terminate the services at any time by giving us notice and after completing the necessary account closure procedures and paying any outstanding amount. You may not be able to close your account immediately if the remaining balance in your account exceeds the daily transfer limit set by us.

### *2. By us*

- 2.1 We may close your account and terminate the services at any time by giving you at least 30 days' prior notice.
- 2.2 Without affecting or limiting paragraph 2.1 above, we may close your account and terminate the services with shorter notice or without notice if we consider appropriate, in particular having regard to tax, legal or regulatory requirements, or where the account is being used or is suspected of being used for illegal activities.
- 2.3 If according to our records, there has been no transaction or activity on your account for 24 consecutive months (or such other period as we may set from time to time), we have the right to suspend your account. You'll need to complete the necessary procedures set by us in order to use your account again.

### *3. Arrangement for terminating specific services*

For the avoidance of doubt, if we set other conditions or procedures for terminating a specific account or service, such other conditions or procedures will apply to the termination of that account or service.

### *4. After termination*

Closure of your account and termination of the services will not affect accrued rights and obligations and subsisting transactions.

## **L. Enquiries and complaints**

If you have any enquiry or complaint, please contact us. Please see the contact information in "How to contact us" in section A above.

## **M. Making changes to our services and these Conditions**

1. We may change our services and how you may use them from time to time with or without notice.

2. 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 your account or use the services after the effective date of the variations, you'll be taken as having accepted the variations. For the avoidance of doubt, if we set any other notice period for varying the conditions that govern a specific account or service, we may vary those conditions by giving prior notice of that other notice period.

## N. Other legal matters

### 1. Set-off

If any amount is payable by you but unpaid, we may without prior notice set off the amount by debiting your account. We'll inform you promptly after making the set off. For such purpose, we may convert any currency into another currency at our exchange rate (at our choice), treat future liabilities as presently due after a discount by us to present value in a commercially reasonable manner, and estimate the amounts of contingent or unquantified liabilities. This is not intended to create a security interest.

### 2. The App

- 2.1 For the use of the App, you may be required to enter into certain license agreements with the software providers (including Google Play™ store and/or App Store) (License Agreements) and subject to the terms and conditions prescribed by these providers. The Bank is not a party to the License Agreements, and is not responsible for the services provided by or any act or omission by these providers.
- 2.2 The App, any related materials and other products and services provided through the App are not intended for download, use or access by any person in any jurisdiction where such download or use would be contrary to any applicable law or regulation of that jurisdiction or where we're not licensed or authorized to provide the App or any related materials, or in any jurisdiction that is subject to any sanction regime. By browsing and/or gaining access to the App and/or any related materials, you're taken to have understood and complied with all relevant and applicable laws, regulations and restrictions. You're responsible for satisfying yourself that you're permitted to use the App and access any related materials under the laws and regulations applicable to you.
- 2.3 Use of hyperlinks to access other internet sites or resources are at your own risks. We're not responsible for the accuracy or quality of the information provided by the other sites or for the safety or security of the other sites.

### 3. Copyright

The App and all contents in the related materials are protected by copyright. **You should not modify, reproduce, transmit and/or distribute in any way any part of the App or any related materials for commercial or public use without our prior written consent.**

#### 4. Evidence

- 4.1 We may record conversations with you with prior notice.
- 4.2 Our records are conclusive of the matters or facts stated in them and are binding on you in the absence of obvious error.

#### 5. Communications

We may send notices and communications by any means we consider appropriate. You'll be taken as having received a notice or communication:

- 5.1 if posted in the App or on our website, when it is so posted;
- 5.2 if sent by post, 2 business days after mailing to your address in Hong Kong on our record; or
- 5.3 if sent by electronic mail, when it is sent to your email address number on our record.

#### 6. Tax compliance

- 6.1 We do not act as your tax adviser. You'll obtain your own tax advice.
- 6.2 **You're solely responsible for complying with your tax obligations in all jurisdictions. These obligations may include paying taxes and filing tax returns or other required documents to the relevant tax authorities whether in or outside of Hong Kong (Tax Authorities). Certain countries have tax legislation with extraterritorial effect regardless of where you live or your citizenship or incorporation.**
- 6.3 You agree to provide us with information, documents and certificates as reasonably required by us in order to meet our obligations imposed by applicable Inter-jurisdictional Tax Compliance Rules. You understand and agree that this may include information, documents or certifications relating to you or your authorized representatives or your beneficial owners. You agree to notify us of any changes to these details as soon as reasonably practicable. "Inter-jurisdictional Tax Compliance Rules" includes:

“FATCA”, which means:

- a. sections 1471 through 1474 of the United States Internal Revenue Code of 1986 (as amended) or any amended or successor version thereof;

- b. any intergovernmental agreement, memorandum of understanding, undertaking and other arrangement between governments and regulators in connection with paragraph (a) above, including as entered into by the government of Hong Kong;
- c. agreements between us and the Internal Revenue Service of the United States or other regulator or government agency pursuant to or in connection with paragraph (a) above;
- d. any laws, rules, regulations, interpretations or practices adopted in the United States, Hong Kong or elsewhere pursuant to any of the foregoing; and

“Tax Information Sharing Arrangements”, which means any local or foreign laws, regulations and rules including the obligations under FATCA and associated rules and regulations and other international exchange arrangements affecting us.

- 6.4 You understand and agree that we may report and disclose to the Tax Authorities any information (including your identification details), document, certification or account details (including account balances, interest income and withdrawals) given by or relating to you, your beneficial owners or your authorized representatives, or relating to any transaction or any account with us, as required under the applicable local or foreign laws, regulations and rules and as determined by us. You also understand that (i) our obligations under these laws, regulations and rules are continuous, and (ii) we may be required to withhold or deduct money from your account under these laws, regulations and rules.

## **7. *Financial crime prevention***

- 7.1 We're required to act in accordance with applicable laws, regulations, policies (including our policies) and request of statutory and regulatory authorities operating in various jurisdictions. These relate, amongst other things, to the prevention of money laundering, terrorist financing, bribery, corruption, actual or attempted tax evasion, fraud and the provision of financial or other services to any persons which may be subject to sanctions. We may in our discretion take any action as we consider appropriate to comply with all such laws, regulations, policies and requests. Such action may include:
- a. screening, intercepting and investigating any instruction, drawdown request, application for services, payment or communication sent to or by you and to or from your account;
  - b. investigating and making further enquiries as to the source of or intended recipient of funds, the status and identity of an individual or entity,

whether he/it is subject to a sanction regime, and whether a name which might refer to a sanctioned person actually refers to that person;

- c. combining and using personal data and other information about you, beneficial owners, and your authorized representatives, accounts, transactions, use of our services with other related information held by us or by our affiliates;
  - d. delaying, blocking, suspending or refusing to process any instruction or payment to you or by you in our absolute discretion;
  - e. refusing to process or effect transactions involving certain individuals or entities;
  - f. terminating our relationship with you;
  - g. reporting suspicious transactions to any authority; and
  - h. taking any other action necessary for us or our affiliates to meet any legal, regulatory or compliance obligations.
- 7.2 To the extent permissible by law, neither us nor any of our agents shall be liable for any loss (whether direct or consequential and including loss of profit or interest) or damage suffered by you or any third party, caused in whole or in part in connection with Financial Crime Compliance. For the purpose of this section, “Financial Crime Compliance” means any action to meet the compliance obligations relating to detection or prevention of financial crime that we may take.

## *8. Third Party Rights*

No person other than you and the Bank 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.

## *9. Miscellaneous*

- 9.1 You may not without our prior consent assign or transfer your rights or obligations under these Conditions. We may assign or transfer all or any of our rights and obligations under these Conditions without your consent.
- 9.2 All Appendices form part of these Conditions. In these Conditions:
- a. words importing the singular include the plural and vice versa;
  - b. words importing a gender include every gender;
  - c. “business day” means a day (other than Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong;

- d. “including” is not a word of limitation and will be interpreted to mean including, without limitation;
  - e. “person” includes an individual, corporation, or other entity; and
  - f. “Hong Kong” means the Hong Kong Special Administrative Region of the People's Republic of China.
- 9.3 Our rights are cumulative and are not exclusive of the rights and remedies provided by law.
- 9.4 A failure or delay in exercising our right will not operate as a waiver, and a single or partial exercise of our right will not preclude any further exercise of that right or the exercise of any other right.
- 9.5 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.

## *10. Governing law*

These Conditions and all transactions with you 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.

## *11. Language*

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.

## Appendix A: Deposit account terms and conditions

**This Appendix applies to our provision and your use of the deposit account and related services. In case of any inconsistency between the provisions of this Appendix and the other provisions of these Conditions, the provisions of this Appendix shall prevail as regards the deposit accounts.**

### Section A: Saving Account

#### *1. Savings interest*

- 1.1 Interest on your savings account accrues:
  - a. in relation to Hong Kong dollar, over 365-day a year (for both ordinary and leap year) on a simple basis (and we may specify other basis for currency other than in Hong Kong dollar);
  - b. on the balance in your account; and
  - c. at the interest rate specified by us from time to time.
- 1.2 You can find the interest rates specified by us and related information from time to time in the App or on our website.
- 1.3 Interest is payable by us to you and will become a credit entry to your account in Hong Kong dollar as soon as reasonably practicable after the end of each calendar month, usually on the first calendar day of the following calendar month (or at such other interval as we may set from time to time). We'll determine the number of decimal places used when calculating or posting interest as we consider appropriate from time to time.

For livi, we don't have negative interest unless further notified.
- 1.4 No minimum balance is set when you open your account. Nevertheless, we reserve the right to set and vary without prior notice from time to time any minimum amount of balance for interest to accrue. In that case, no interest will accrue if your account balance falls below the minimum amount set by us.
- 1.5 If your account is closed before a date for crediting interest, we'll pay interest up to the last calendar day before the account closure date.

#### *2. Currency*

You may hold your account in Hong Kong dollar or any other currency we may specify or accept from time to time (Foreign Currency). Deposits of bank notes into a Foreign Currency account may not be made unless we agree.

#### *3. Receiving money*

- 3.1 You'll be able to receive money from yourself or another person, which will be credited to your account if the payment is cleared and the funds are received.
- 3.2 You cannot withdraw or use an amount paid to your account and interest will not accrue on the amount until we have unconditionally received cleared funds. We have the right to reverse any entry to your account if the payment is not cleared.
- 3.3 If any amount is credited to your account by mistake, we have the right to recover the amount from you by debiting your account or by other means.
- 3.4 Our record of what has been deposited and the related details is binding on you in the absence of obvious error.
- 3.5 For money coming from cross-border payments, unless otherwise instructed by the remitting bank, we will promptly credit the remitted funds to your account after receipt of the funds is confirmed and any necessary checking is completed.

#### *4. Insufficient funds in account*

- 4.1 If you give us an instruction to pay or make money transfer from your account (i) where there are insufficient funds in your account and (ii) which, if executed by us, would cause your account to go overdrawn, we have the right to refuse to act on your instruction.
- 4.2 Payments will in ordinary operations only be debited to your designated account (or sub-account) denominated in the same currency. Likewise, for "holds" on funds in your accounts. We will determine whether you have a sufficient balance or overdraft by reference to your designated account (or sub account) denominated in the payment currency. However, we may put a "hold" on amounts in other currencies. We may (but are not obliged to) convert an amount received or to be paid from one currency into another currency at our exchange rate (at our choice). We may, for the purpose of any calculation, notionally convert an amount from one currency into another currency at our exchange rate (at our choice).

#### *5. Transfer or payment*

- 5.1 We have the right to set and vary from time to time the minimum and/or maximum limits for transfer or payment from your account, whether per day, per month, per transaction or limit by other standard.
- 5.2 We may pay withdrawals after deducting our charges by one or more of the following methods as determined by us: (a) from an account, by transfer in the relevant currency; (b) if we think fit, from an account, by issuing a draft

in the relevant currency on such bank at such place as we determine; (c) by payment in Hong Kong dollar at our exchange rate (at our choice) for buying Hong Kong dollar.

## 6. *Deposit Protection Scheme*

Your savings account is qualified for protection by the Deposit Protection Scheme in Hong Kong.

### **Section B Time Deposits**

#### 1. *Time Deposits*

- 1.1 This Section B governs our provision and your use of time deposits. Time deposits may only be made in the currency and minimum amount, for the tenor and at the rate accepted by us and as stated in a deposit confirmation. We may also set other conditions for time deposits from time to time, for example the maximum amount of time deposit that you may have with us. Any other rates and information provided by us are not binding.
- 1.2 We will issue a deposit confirmation to you if a time deposit is accepted. **You need to examine each deposit confirmation carefully, and notify us immediately of any error.** A new deposit confirmation or an auto-renewal statement will be issued on renewal.

#### 2. *Withdrawal of time deposits*

- 2.1 Time deposits may not be withdrawn before maturity. **We may permit an early withdrawal subject to payment of our losses, expenses and charges (in the amounts determined by us). Unless we otherwise specified, no interest will be payable on the time deposit if an early withdrawal is permitted.**
- 2.2 Interest on a time deposit is only payable at maturity. Interest is calculated on the principal amount of the time deposit at the agreed rate for the number of days from the effective date of the deposit up to but excluding the maturity date.
- 2.3 Unless otherwise instructed by you, the principal amount and the interest accrued of a time deposit will be transferred to your savings account upon maturity or withdrawal. **If your saving account is frozen, suspended or otherwise invalid, such time deposit will be suspended upon its maturity or withdrawal until your saving account resumes normal and no interest is payable during the suspended period.**
- 2.4 You may also give us an instruction to renew a time deposit automatically upon maturity. We may accept or refuse such instruction at any time before

such time deposit's maturity. If we accept such instruction, we will re-deposit the principal amount (and the interest accrued if you require) for the same deposit tenor at our prevailing interest rate on the maturity date. If we refuse such instruction for any reason (for example if the same deposit tenor and/or currency is no longer available), we will handle the time deposit as if we have not received your automatic renewal instruction.

- 2.5 **If your deposit account is closed for any reason, including being terminated by us, you need to first early withdraw your time deposit according to these paragraph 2.1 above.**

### *3. Set-off*

- 3.1 You may not use a time deposit for repayment of any indebtedness, including any loan and charges. For avoidance of doubts, this does not prevent us from exercising our rights of set-off or combination under any applicable laws, these Conditions or any other terms and conditions governing our services to you.

### *4. Deposit Protection Scheme*

- 4.1 Your time deposits with current term equal to or less than 5 years are deposits qualified for protection by the Deposit Protection Scheme in Hong Kong. **However, time deposits with current term of more than 5 years are not protected deposits and are not protected under the Deposit Protection Scheme in Hong Kong, and will remain so in the case of automatic renewal of the deposits.**

## **Appendix B: Money transfer, payment services and foreign exchange services terms and conditions**

**This Appendix applies to our provision and your use of the money transfer, payment services and foreign exchange services and related functions and arrangements. In case of any inconsistency between the provisions of this Appendix and the other provisions of these Conditions, the provisions of this Appendix shall prevail as regards the money transfer, payment services and foreign exchange services.**

### **Section A: Faster Payment System**

#### *1. Bank Services relating to Faster Payment System*

- 1.1 The provisions in this section apply to our services relating to Faster Payment System. We provide the Bank Services to customers to facilitate payments and money transfers using the Faster Payment System. The Faster Payment System is provided and operated by HKICL. The Bank Services are therefore subject to the

rules, guidelines and procedures imposed by HKICL in relation to the Faster Payment System from time to time. This section governs our provision to you and your use of the Bank Services. The Bank Services form part of our banking services. The provisions in this section prevail if there is any inconsistency between them and the other provisions of these Conditions insofar as the Bank Services are concerned.

1.2 **By requesting us to register any Proxy ID for you in the HKICL FPS or to set up any eDDA for you using the HKICL FPS, or by initiating any payment or money transfer using the HKICL FPS, you'll be regarded as having accepted and will be bound by this section. You should not request us to register any Proxy ID or set up any eDDA for you and should not initiate any payment or money transfer using the HKICL FPS unless you accept this section.**

1.3 In this section and the other provisions of these Conditions, the following terms have the following meanings:

"Addressing Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to use predefined Proxy ID instead of account number to identify the destination of a payment or money transfer instruction and other communications for the purpose of HKICL FPS.

"Bank Services" means the services (including the QR Code Services) provided by us to customers from time to time to facilitate payments and money transfers using HKICL FPS and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time.

"Default Account" means the account maintained by you with us or any other Participant and set as the default account for receiving payment or funds using HKICL FPS or (if and to the extent specified or permitted by the rules, guidelines and procedures of HKICL) for debiting payment or funds using HKICL FPS.

"eDDA" means a direct debit authorization set up by electronic means using HKICL FPS.

"eDDA Service" means a service provided by HKICL as part of HKICL FPS to facilitate customers of Participants to set up direct debit authorization.

"FPS Identifier" means a unique random number generated by HKICL FPS to be associated with the account of a customer of a Participant.

"HKICL" means Hong Kong Interbank Clearing Limited and its successors and assigns.

"HKICL FPS" or "Faster Payment System" means the Faster Payment System and related facilities and services provided, managed and operated by HKICL

from time to time for (i) processing direct debits and credits, money transfers and other payment transactions and (ii) exchanging and processing instructions relating to eDDA Service and Addressing Service.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Participant" means a participant of HKICL FPS which may be a bank or other financial institution, a retail payment system operator, a licensed stored value facility, or any other person accepted by HKICL as a participant of HKICL FPS from time to time.

"Proxy ID" means the identifiers which may be accepted by HKICL for registration in the Addressing Service to identify the account of a customer of a Participant, including the mobile phone number or email address of the customer, or the FPS Identifier.

"QR Code Services" means the QR code and the associated payment and funds transfer services provided by us to customers from time to time.

"Regulatory Requirement" means any law, regulation or court order, or any rule, direction, guideline, code, notice or restriction (whether or not having the force of law) issued by any regulatory authority, governmental agency (including tax authority), clearing or settlement bank or exchange, or industry or self-regulatory body, whether in or outside Hong Kong, to which HKICL, we or any other Participant or the respective affiliates or group companies, or you are subject or are expected to comply with from time to time.

"you" and "your" means each customer to whom we provide Bank Services and, where the context permits, includes any person authorized by the customer to give instructions or requests to us in connection with the use of the Bank Services.

"we", "us" and "our" means Livi Bank Limited and its successors and assigns.

## *2. Scope of Bank Services and conditions for use*

- 2.1 We provide the Bank Services to customers to facilitate payment and money transfer using the Faster Payment System and the Addressing Service, eDDA Service and any other services and facilities provided by HKICL in connection with the Faster Payment System from time to time. We have the right to set or vary from time to time the scope of the Bank Services and the conditions and procedures for using the Bank Services. In order to use the Bank Services, you have to accept and follow these conditions and procedures.
- 2.2 We may provide the Bank Services to facilitate payment and money transfer in any currency specified by us from time to time, including Hong Kong dollar and Renminbi.

- 2.3 **In order to enable us to handle an instruction for you in relation to payment or money transfer using HKICL FPS, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time.**
- 2.4 All payment or money transfer transactions using HKICL FPS will be processed, cleared and settled under the interbank clearing and settlement arrangements including the arrangements in relation to the Faster Payment System agreed by the Participants and HKICL from time to time.
- 2.5 We reserve the right to suspend or terminate the Bank Services in whole or in part at any time without giving notice or reason.

### *3. Addressing Service - registration and amendment of Proxy ID and related records*

- 3.1 In order to use the Addressing Service to receive payment or money transfer using HKICL FPS, you have to register your Proxy ID in the HKICL FPS. We have discretion as to whether to offer the FPS Identifier as Proxy ID to you.
- 3.2 Registration and amendment of Proxy ID and related records in the HKICL FPS must be done in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. In order to enable us to register or amend Proxy ID or any related records for you, you have to provide or input the necessary information and complete the registration process by such means or in such manner prescribed by us from time to time.
- 3.3 **At any time where the same Proxy ID is registered by you for more than one account (whether maintained with us or with any other Participant), you must set one account as the Default Account. By instructing us to set or change the Default Account for you, you consent and authorize us to submit the request on your behalf to HKICL FPS to override the existing Default Account registered in HKICL FPS.**

### *4. eDDA Service*

In order to enable us to handle a request for you in relation to eDDA setup, you have to provide or input the necessary information and complete the process by such means or in such manner prescribed by us from time to time. The prescribed process may include requiring the relevant parties to set up the eDDA using their respective account numbers or customer identification numbers or codes. For the avoidance of doubt, a Proxy ID is not intended for verifying eDDA setup. Any amendment of a Proxy ID and the related records or termination of a Proxy ID after an eDDA setup will not affect that eDDA.

### *5. Your responsibility*

5.1 Present genuine owner or authorized user of Proxy ID and accounts

**You can only register your own Proxy ID for your own accounts or set up eDDA for your own accounts. You must be the present genuine owner or authorized user of each Proxy ID and each account provided to us for registration in the Addressing Service and the eDDA Service. By instructing us to register any Proxy ID or any account for you in relation to the Faster Payment System, you confirm that you're the present genuine owner or authorized user of the relevant Proxy ID or account. This is particularly important for mobile phone numbers as they may be recycled in Hong Kong.**

5.2 Proxy ID

**Any Proxy ID to be registered by you for the Addressing Service must satisfy any applicable requirements imposed by HKICL from time to time. For example, HKICL may require the mobile phone number or email address to be registered as Proxy ID to be the same number or address registered by you as contact information on our records at the relevant time. You understand and agree that we, other Participants and HKICL have the right and discretion without giving notice to deregister any Proxy ID that is not correct or up-to-date in accordance with available information without your consent.**

5.3 Correct information

- a. **You have to ensure that all the information provided by you for registration or amendment of Proxy ID (or any related records) or for any eDDA setup is correct, complete, up-to-date and not misleading. You have to notify us as soon as reasonably practicable of any changes or updates to such information by such means or in such manner specified by us from time to time.**
- b. **You're fully responsible for using the correct and up-to-date Proxy ID and related records in giving each payment or money transfer instruction. You're solely liable for and will hold us harmless from any incorrect payment or transfer effected by us and HKICL FPS due to incorrect or outdated Proxy ID or related records.**

5.4 Timely updates

**You're fully responsible for giving instructions and information changes or updates to us on a timely basis for amending your Proxy ID (or related records) or any eDDA setup, including changing your Default Account, or terminating any Proxy ID or eDDA. You acknowledge that keeping your Proxy ID, eDDA and all related records up-to-date is critical for ensuring effective execution of payment and money transfer instructions and for avoiding incorrect payment or transfer due to incorrect or outdated Proxy ID, eDDA or related records.**

## 5.5 Change of Default Account

**If an account is terminated as the Default Account by you or by the relevant Participant for any reason (including suspension or termination of the account), the system of HKICL will automatically assign the most recently registered record in the Addressing Service that is associated with the same Proxy ID to be the Default Account. If you wish to set another account as the Default Account, you have to change the registration through the Participant where you maintain that other account.**

## 5.6 Transactions binding on you

- a. **For any payment or money transfer, once you confirm the details of a transaction and submit instruction to us, such instruction and any resulting transaction is final, irrevocable and binding on you.**
- b. **For any Proxy ID registration or eDDA setup, once you submit an instruction to us, such instruction is irrevocable and binding on you. You may amend or cancel any Proxy ID or eDDA setup in accordance with the procedures and requirements prescribed by us from time to time.**

## 5.7 Use Bank Services responsibly

**You must use the Bank Services in a responsible manner. In particular, you have to comply with the following obligations:**

- a. **You must comply with all Regulatory Requirements that govern your use of the Bank Services, including collecting, using and handling the personal data and other information relating to any other person in compliance with the Regulatory Requirements protecting data privacy. You must not use the Bank Services for any unlawful purposes or any purposes other than those authorized or contemplated in the rules, guidelines and procedures of HKICL.**
- b. **In sending remarks or messages to be displayed to recipients or counterparties of your payment or money transfer instructions or eDDA setup using HKICL FPS, you should mask the name or other data of such recipients or counterparties to prevent unauthorized display or disclosure of any personal data or confidential data.**
- c. **If we offer the FPS Identifier as Proxy ID to you, you should not repeatedly cancel the registration and request for generation of another FPS Identifier in an attempt to generate a number or value that you desire.**

## 5.8 Other obligations regarding payments and money transfers

- a. **In giving instructions to make payments or effect transactions, you agree to take reasonably practicable steps to safeguard your own interest, money and assets from fraud or other illegal activities. You are**

**responsible to check whether the payment recipient and the transaction are real and trustworthy in each case and exercise sound judgement. To help you stay vigilant against frauds, scams and deceptions, we will send risk alerts based on the risk warnings, messages and indicators received by us from the Faster Payment System or Hong Kong Police Force from time to time.**

- b. **Any instruction given by you in relation to the Bank Services will be handled by us in accordance with this section and other provisions of these Conditions. You have to comply with the other obligations with respect to payments, money transfers and direct debit authorizations, including maintaining sufficient funds in the relevant accounts for settling payment and money transfer instructions from time to time.**

## *6. Our responsibility and restriction of liability*

- 6.1 We'll process and submit your instructions and requests to HKICL FPS in accordance with the applicable rules, guidelines and procedures imposed by HKICL from time to time. HKICL FPS has the right to process and execute your instructions and requests in such sequence or manner as HKICL considers appropriate. We have no control over the operation of HKICL FPS nor the timing on which your instructions or requests are executed by HKICL FPS. Where we receive status update notifications involving any of your Proxy ID (or related records) or eDDA setup or any other matter relating to HKICL FPS from or through HKICL FPS from time to time, we'll notify you accordingly by such means and at such time as we consider appropriate.
- 6.2 Without reducing the effect of paragraph 6.1 above or the other provisions of these Conditions:
  - a. we're not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of the Bank Services or the processing or execution of instructions or requests given by you in relation to the Bank Services or HKICL FPS, except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents;
  - b. **for clarity, we're not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with one or more of the following:**
    - (i) your failure to comply with your obligations relating to the Bank Services; and
    - (ii) any delay, unavailability, disruption, failure, error of or caused by HKICL FPS or any functionality of the Faster Payment System, or arising from any circumstances beyond our reasonable control, including any delay or error relating to the risk warnings, messages and indicators about

suspected frauds, scams or deceptions received by us from the Faster Payment System or Hong Kong Police Force; and

- c. in no event will we, our affiliates or group companies, our licensors, and our and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).

### 6.3 Your confirmation and indemnity

- a. **Without reducing the effect of any indemnity given by you under these Conditions or any other rights or remedies that we may have, you'll indemnify us and our officers, employees and agents and hold each of them harmless against all liabilities, claims, demands, losses, damages, costs, charges and expenses of any kind (including legal fees on a full indemnity basis and other expenses reasonably incurred) which may be incurred or suffered by us or any of them and all actions or proceedings which may be brought by or against us or any of them as a result of or in connection with our provision of the Bank Services or your use of the Bank Services.**
- b. The above indemnity does not apply to the extent that it is proved that any liabilities, claims, demands, losses, damages, costs, charges, expenses, actions or proceedings are direct and reasonably foreseeable arising directly and solely from our negligence or wilful default or that of our officers, employees or agents. The above indemnity shall continue to have effect after the termination of the Bank Services.

## 7. Collection and use of Customer Information

- 7.1 For the purposes of using the Bank Services, you may be required to provide us with the personal data and other information relating to one or more of the following persons from time to time:
  - a. yourself;
  - b. the recipient of any payment or money transfer to be made by you, or the counterparty of any eDDA to be set up by you; and
  - c. your authorized persons and representatives,

all personal data and information provided to us or compiled by us from time to time in connection with the Bank Services are collectively referred to as "Customer Information".

- 7.2 You agree (and, where applicable, for and on behalf of each of your authorized persons and representatives) that we may collect, use, process, retain or transfer any of the Customer Information for the purposes of the Bank Services. These purposes include one or more of the following:

- a. providing the Bank Services to you, maintaining and operating the Bank Services;
  - b. processing and executing your instructions and requests in relation to the Bank Services from time to time;
  - c. disclosing or transferring the Customer Information to HKICL and other Participants for their use for the purpose of the operation of HKICL FPS;
  - d. meeting the requirements to make disclosure under any Regulatory Requirements; and
  - e. purposes relating to any of the above.
- 7.3 You understand and agree that the Customer Information may be further disclosed or transferred by HKICL, us or any other Participants to their customers and any other third parties who are users of HKICL FPS for the purposes of providing and operating the Addressing Service, the eDDA Service and the Bank Services.
- 7.4 If the Customer Information includes personal data or other information of any person other than yourself (including any persons specified in paragraph 7.1(b) or 7.1(c) above), you confirm that you'll obtain and have obtained the consent from such person regarding the use (including disclosure and transfer) of his/her personal data and other information by HKICL, us and the other Participants as specified in this Appendix.

## 8. QR Code Services

- 8.1 This paragraph 8 applies to our provision and your use of the QR Code Services.
- 8.2 Using the QR Code Services and your responsibility
- a. The QR Code Services allow you to scan a QR code provided by us or by another person to automatically capture the payment or funds transfer data without the need for manually entering the data. Any QR code provided by another person must meet the specifications and standards prescribed by HKICL in order to be accepted. **You are fully responsible for ensuring that the captured data is accurate and complete before confirming any payment or funds transfer instruction. We are not responsible for any error contained in such payment or funds transfer data.**
  - b. The QR Code Services can be used on a mobile device running an operating system supported and specified by us from time to time.
  - c. Updates to the QR Code Services may be issued periodically through the supplying app store for the App. For some devices, updates will be downloaded automatically. For other devices, you will need to download the updates yourself. Depending on the update, you may not be able to use the QR Code Services until the latest version has been downloaded. **You are fully responsible for ensuring the latest version has been downloaded to your mobile device for the purpose of using the QR Code Services.**
  - d. The QR Code Services are intended for use by our customers only. We have the right to cancel your account for the App and/or block you from accessing

the QR Code Services if we discover that you are not eligible to use the QR Code Services.

- e. The QR Code Services are not intended for use in any jurisdiction where their use would be contrary to any law or regulation of that jurisdiction or where we are not licensed or authorized to provide the QR Code Services.
- f. **You must comply with all applicable laws and regulations that govern your download of the App, or access or use of the App or the QR Code Services.**

### 8.3 Security

- a. **You must not use the QR Code Services on any device or operating system that has been modified outside the mobile device or operating system vendor supported or warranted configurations. This includes devices that have been "jail-broken" or "rooted". A jail broken or rooted device means one that has been freed from the limitations imposed on it by your mobile service provider and the phone manufacturer without their approval. The use of the QR Code Services on a jail broken or rooted device may compromise security and lead to fraudulent transactions. Use of the QR Code Services in a jail broken or rooted device is entirely at your own risk and we will not be liable for any losses or any other consequences suffered or incurred by you as a result.**
- b. **You are fully responsible for all instructions or requests given by you or any other person authorized by you during the use of the QR Code Services.**
- c. **You are fully responsible for ensuring that the information shown or stored on your mobile device is kept secure.**
- d. **If you know or suspect that any other person knows your security details, or has used or tried to use them, or if your mobile device is lost or stolen, you must notify us as soon as reasonably practicable.**

### 8.4 Our responsibility and restriction of liability

- a. While we make commercially reasonable efforts to provide the QR Code Services, we are not liable for any failure to provide the QR Code Services.
- b. The QR Code Services are provided on an “as is” basis with no representation, guarantee or agreement of any kind as to their functionality. We cannot guarantee that no viruses or other contaminating or destructive properties will be transmitted or that no damage will occur to your mobile device in the use of the QR Code Services. We are not responsible for any loss you may incur as a result of your use of the QR Code Services.

### 8.5 **You understand and agree that:**

- a. **You use the QR Code Services at your sole risk. To the maximum extent permitted by law, we expressly disclaim all warranties and conditions of any kind, whether express or implied.**
  - b. **You download or obtain any material or information through the use of the QR Code Services at your sole risk and discretion. You are solely responsible for any damage to your computer or other device or loss of data resulting from downloading, obtaining or using such material or information.**
- 8.6 For the avoidance of doubt, nothing above is intended to exclude or restrict any condition, warranty, right or liability which may not be lawfully excluded or restricted.

## **Section B: Small value transfer service**

### ***1. Small value transfer service (Service)***

- 1.1 The Service supports intrabank transfers, interbank transfers and funds transfers amongst other financial institutions, retail payment system operators, licensed stored value facilities or any other persons accepted by HKICL as a participant of the HKICL FPS from time to time.
- 1.2 Non-intrabank transfers adopt the use of the HKICL FPS when conducting fund transfers.
- 1.3 The Service will be subject to enhancements of the HKICL FPS provided and operated by HKICL from time to time. Before using the Service or conduct non-intrabank funds transfers, please read the terms and conditions relating to the HKICL FPS (which can be found at <https://fps.hkiicl.com.hk/eng/fps/index.php>) carefully and in detail.
- 1.4 We have the right to set and vary from time to time the minimum and/or maximum small-value transfer limits, whether per day, per month, per transaction or by other standard.

### ***2. Set up***

- 2.1 To use the Service, you'll be required to set the small-value transfer limit through the App, and within the maximum small-value transfer limit set by us, by following the procedures set by us.
- 2.2 We'll send notifications related to your use of the Service (including instant notifications of funds transfer) usually by SMS based on your phone number or by in-App notification or email (or via any other channel as we think appropriate from time to time). You should not turn off the notification function of your mobile device in order to receive these notifications.

### 3. *Funds transfer*

- 3.1 By using the Service, you can transfer funds via the App:
- a. between your accounts maintained with us;
  - b. from your account maintained with us to an account maintained by another person with us;
  - c. from your account maintained with us to an account maintained by another person with another bank or with a financial institution, retail payment system operator or licensed stored value facility accepted by us; or
  - d. from your account maintained with us to an account maintained by another person with any person accepted by HKICL as a participant of HKICL FPS from time to time.
- 3.2 You'll be required to input the necessary information to make a funds transfer. This information may include the mobile number, email address, FPS Identifier or account number of the person receiving the funds (Payee). You're solely responsible for the completeness and accuracy of the information of each Payee given by you.

### 4. *Transfer instructions*

- 4.1 After you have inputted the Payee's information and the transfer amount, the App interface will display the information for your confirmation. You should check the information carefully. By pressing the "Transfer" button (or an equivalent button set in the App), you cannot change or cancel the funds transfer instruction. You also conclusively authorize us to debit the specified transfer amount from your account and transfer it to the specified account of the Payee.
- 4.2 We have the right to refuse your funds transfer instruction:
- a. if there are insufficient funds in your account;
  - b. if your account is suspended for any reason or if we note any irregularity with your account; or
  - c. if the transfer amount does not meet any minimum or maximum limit set by us or set by you.

### 5. *Mis-transfer of funds*

You should be careful and avoid errors when making fund transfers. If you receive funds that are transferred to you by mistake, you should notify us and return the funds as soon

as reasonably practicable. Failure to return mis-transferred funds may give rise to criminal liability.

## 6. *Termination of Service*

- 6.1 If you've not conducted any funds transfer for at least 18 consecutive months or such other period as we may set from time to time, we have the right to terminate your use of the Service by setting the small-value transfer limit as "0". You're required to set up again in order to use the Service.
- 6.2 You may terminate the Service at any time by setting the small-value transfer limit as "0" through the App.

## Section C: General provisions for money transfer

### 1. *Money Transfer*

- 1.1 Without affecting the other sections in this Appendix, this section applies generally to our provision and your use of the local or cross-border money transfer (including remittance) and payment services and related functions and arrangements, including Telegraphic Transfer, Real Time Gross Settlement System/Clearing House Automated Transfer System (RTGS/CHATS) and/or Faster Payment System and Service (as defined in the sections A and B above). In case of any inconsistency between the provisions of this section and the other sections of this Appendix, the provisions of the other sections of this Appendix shall prevail as regards the Faster Payment System and Service as the case may be.

### 2. *Use of Money Transfer*

- 2.1 We may effect the transfers via other institutions including our correspondents, intermediary institutions, clearing institutions and the beneficiary institutions (Correspondent Institutions). **Correspondent Institutions may charge fees. Those fees may be deducted from the amount of the transfer unless specified otherwise.** If you request to pay such fees by yourself, we will communicate such request to the Correspondent Institutions but whether the payee can receive the full amount of the transfer will depend on the practice of the Correspondent Institutions, which is beyond our control. **We are entitled to collect the related charges of Correspondent Institutions and agents, plus extra handling charge of ours from you.**
- 2.2 Transfer is subject to rules and practice of the Correspondent Institutions and the availability of their service, which are beyond our control. **We are not responsible for any loss, damage or expense which you or any other person may incur in connection with these factors. We shall not be responsible for any error, neglect, default, delay, omission, insolvency or failure in business of any such Correspondent Institutions. Neither we nor the Correspondent Institutions shall be responsible for any delay in payment or non-payment of the transfer**

**to the beneficiary, in advising the transfer to the beneficiary or in the transmission or delivery of any item, letter, telegram or cable to the beneficiary or any of the Correspondent Institutions or be liable for any loss, in each case, caused by a third party, government or regulatory body, market disruption or any event or cause beyond our or the Correspondent Institutions' control.** Any action process or other step taken by us or any of the Correspondent Institutions in connection with the transfer, if in good faith and in conformity with any applicable laws, customs or regulation of any jurisdiction, shall be binding on you and shall not place us or any of Correspondent Institutions under any liability to you.

- 2.3 **We may not process a transfer, and will not be liable for any delay in the processing of the transfer or our decision not to process the transfer, if:**
- a. **there are insufficient cleared funds in the relevant currency in your account from which the transfer is to be made;**
  - b. **the information given in the instruction for transfer is incomplete or has not been accurately or properly provided or is not sufficiently clear;**
  - c. **the instruction or processing of the transfer would be a breach of any applicable law, regulation, code or guideline or court order; or**
  - d. **we consider necessary or appropriate.**
- 2.4 **The transfer may be delayed or cancelled in the case where there are insufficient funds in our settlement account with the relevant clearing institutions at the time when the transfer is processed or effected. We are not responsible for any delay or cancellation in processing the transfer.**
- 2.5 We reserve the right to effect a transfer through a channel we determined to be appropriate, including via Faster Payment System, Telegraphic Transfer and RTGS/CHATS, or other clearing and settlement facilities.
- 2.6 We may designate a limit for the amount of each transfer in such manner as we may consider appropriate. We shall have the right to reject any application if the transfer amount exceeds the designated limit and **we shall not be liable to you or any other person for any loss, damage or expense of any kind which you or any other person may incur or suffer, arising from or in connection with such rejection.**
- 2.7 We may send message(s) relating to the transfer either in words or in cipher or in any other form of electronic transmission signals **and shall not be liable for any loss, delay, error, omission, inclusion or exclusion, or mutilation which may occur in the transmission of the message, or any part thereof, or for any**

**mistaken translation or misinterpretation of the message by any of the relevant Correspondent Institutions.**

- 2.8 We may make payment of the transfer at a place different from that specified by you in the transfer application if the circumstances, in our opinion, so require.
- 2.9 A request to stop or alter a transfer may be subject to satisfactory evidence and indemnity. **We are not responsible if the transfer cannot be stopped or altered, charges will not be refunded. In case we agree to stop or alter the transfer, such agreement will always be subject to the following conditions and any other additional conditions as we may impose:-**
- 2.9.1 **you shall be liable for any costs and expenses incurred by us and/or the relevant Correspondent Institutions in giving and/or considering to give effect to the cancellation or alteration and such costs and expenses, as conclusively determined by us, shall be deducted from the amount to be refunded to you, or from your account with us;**
- 2.9.2 **the amount of refund shall be calculated at our current buying rate for the currency of the relevant transfer at the time of refund; and**
- 2.9.3 **unless otherwise agreed by us, the amount of refund shall be credited to the account from which the related transfer amount was debited.**
- 2.10 We may at its discretion assist you in, **but is not responsible for, recovering any payment which you have made to a third party, or for resolving any dispute between you and any third party.**
- 2.11 Funds sent out of Hong Kong may be subject to currency conversions in Hong Kong or at the destination. Unless otherwise agreed, a transfer will be made in the currency of the country/region in which the payment is to be made. **We are not responsible to advise you of:**
- 2.11.1 **Any exchange control or other restriction which may be imposed by the laws or regulations of the country/region where the transfer is to be effected (we shall not be liable for any loss or delay arising from or in connection with such exchange control or restriction. You are advised to make your own enquiries about any exchange control or restriction);**  
**or**
- 2.11.2 **Any charges which may imposed by any Correspondent Institutions.**
- 2.12 **If we allow payment of transfer to be processed on a particular date, you shall state such date as the value date on this application, provided that we shall have the sole and unfettered discretion whether to accept any application with a stated value date and if it so accepts, we shall not be liable for any loss or damage incurred by you and/or the beneficiary and/or any other party if the payment is not received by the beneficiary or the beneficiary institution on the stated value date by reason of any event or cause beyond our or the Correspondent Institutions' control, and nor shall we be responsible as to**

**when the beneficiary institution pays the beneficiary or if it fails to do so, or to recover payment from it.** In particular, if the value date is stated as the same day on which the application is accepted or deemed to be accepted, we shall not warrant that the beneficiary institution or the payee will receive the transfer on the same day of the date of acceptance or deemed acceptance of the application as the transfer will be subject to, inter alia, the cut-off time relating to the geographical location of destination of the transfer and the availability of the clearing systems of the currency and country of the correspondent and/or destination banks.

- 2.13 If application for a transfer accepted by us at a time after the deadline stipulated by us for the processing of such transfer (if any), the application shall be deemed to be accepted by us on our next following business day.
- 2.14 Where the transfer is effected on the basis of a provisional exchange rate, then once we are able to ascertain the actual applicable exchange rate, we shall be entitled to debit the difference (in case the amount payable by you on the basis of the actual exchange rate exceeds the amount paid by you), or (as the case may be) credit the difference (in case the amount payable by you on the basis of the actual exchange rate is less than the amount paid by you) **to the account from which the transfer amount was debited** without prior notice to you.
- 2.15 You shall reimburse us all the expenses relating to your use of our money transfer service and we may deduct any such expenses from your accounts with us.**
- 2.16 Notwithstanding to any provision hereto, we are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the use of our transfer services or the processing or execution of instructions or requests given by you (including but not limited to any loss, damage or expense arising from or in connection with your failure to comply with your obligations relating to the transfer application and/or any delay, unavailability, disruption, failure error of or caused by any clearing system or arising from any circumstances beyond our control. In no event will we, our officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).**
- 2.17 You shall indemnify us and our officers, employees and agents and hold each of them harmless against any claim, liability, loss or expense arising from your instructions or accounts, any transmission from you to us, or the provision of any service to you, all expenses (including legal fees) incurred in the exercise or enforcement of our rights including in recovering sums from you; any breach by you of the terms and conditions stated herein or referred to or the terms, conditions or rules applicable to an account, service or transaction, any act or omission on your part, and any tax or levy, arising from your instructions or a service.**

### 3. *US Dollar clearing*

In connection with any banking transactions denominated in United States dollars cleared or settled through the US Dollar Clearing System established in Hong Kong, you:

- 3.1 acknowledges that the operation of the US Dollar Clearing System will be subject to the US Dollar Clearing House Rules (including without limitation the USD Operating Procedures referred to therein);
- 3.2 agrees that the Hong Kong Monetary Authority shall not owe any duty or incur any liability to you or any other person in respect of any claim, loss, damage or expense (including without limitation, loss of business, loss of business opportunity, loss of profit, special, indirect or consequential loss) even if the Hong Kong Monetary Authority knew or ought reasonably to have known of their possible existence) of any kind or nature whatsoever arising in whatever manner directly or indirectly from or as a result of:
  - 3.2.1 anything done or omitted to be done by the Hong Kong Monetary Authority bona fide or by the settlement institution of the US Dollar Clearing System. Hong Kong Interbank Clearing Limited or any member of the US Dollar Clearing House in the management, operation or use (including without limitation, the termination and/or suspension of the settlement institution, the US Dollar Clearing facilities or any such member) of the US Dollar Clearing House or the US Dollar clearing facilities or any part of any of them;
  - 3.2.2 without prejudice to 3.2.1 above, the giving of any notice, advice or approval in relation or pursuant to the US Dollar Clearing House Rules (including without limitation the US Dollar Operating Procedures referred to therein).

### 4. *Alerts and Money Transfers*

- 4.1 This paragraph 4 apply to the Alerts and the Money Transfers as defined in paragraph 4.2 below. If there is any inconsistency between this paragraph and the other terms and conditions, this paragraph will prevail insofar as the Alerts and Money Transfers are concerned. **By making any Money Transfer on or after the date on which this paragraph comes in effect, you confirm that you have accepted and will be bound by this paragraph.**
- 4.2 In this paragraph:

“Alert” means a warning message that a Money Transfer or the relevant payee or payee account may involve fraud or scam.

“Anti-fraud Database” includes any anti-fraud search engine and/or anti-deception database (including but not limited to Scameter) operated or managed by the Hong Kong Police Force or any other law enforcement agency or governmental body or

regulatory authority of Hong Kong, whether it is accessible by the public in general or by designated entities or organisations.

“Money Transfer” means, for the purpose of this paragraph, a transfer of money by you through us via any channel or means or in any currency determined by us from time to time including but not limited to one or more of electronic banking, e-wallet, mobile banking, automated teller machine, cash deposit machine, and bank counter at our branch, whether the payee account is maintained with us or not; and if the context requires or permits, includes an instruction given by you to us to make a Money Transfer.

4.3 The Alerts are intended to help you stay vigilant against frauds, scams and deceptions when making Money Transfers. You shall not take the Alerts as replacing your responsibility for safeguarding your own interests, money and assets from fraud or other illegal activities.

4.4 livi:

- (a) does not control the management, operation or any other aspect of the Anti-fraud Databases;
- (b) compiles the Alerts solely based on the information available from the Anti-fraud Databases from time to time; and
- (c) would not compile any Alert relating to a payee, a payee account or a transaction if no information about it is available from the Anti-fraud Databases.

Therefore, livi does not and cannot warrant whether the information available from any Anti-fraud Database is complete, true, accurate and up-to-date, and that the Money Transfers for which you do not receive Alerts are not fraudulent nor that Money Transfers for which you receive Alerts are fraudulent. Our records of its delivery of any Alert to you and any response from you whether to proceed or cancel any Money Transfer shall have conclusive effect save for manifest error.

4.5 We may compile and deliver the Alerts in such ways as it considers appropriate. We shall have sole discretion to determine and/or vary, from time to time and without further notice to you, the contents of the Alerts, the channels or means through which the Alerts are delivered, and/or the currency(ies) of the Money Transfers, having regard to our needs and the feedback, comments, guidance or recommendations from the relevant persons. Relevant persons may include but not limited to law enforcement agencies or other governmental bodies, or regulatory authorities or industry associations of Hong Kong. We may deliver the Alerts to you by electronic or other means.

4.6 We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from any information available or omitted from any Anti-fraud Database, or any delay, unavailability, disruption, failure, error of or caused by any Anti-fraud Database, or arising from any circumstances beyond our reasonable control.

- 4.7 We are not liable for loss, damage or expense of any kind which you or any other person may incur or suffer arising from or in connection with the Alerts (or any delay or unavailability of the Alerts), or the processing, execution or cancellation of Money Transfers affected by the Alerts (or by any delay or unavailability of the Alerts), except to the extent that any loss, damage or expense incurred or suffered is direct and reasonably foreseeable, and arising directly and solely from our gross negligence or wilful default or that of its officers, employees or agents.
- 4.8 In no event will livi, its affiliates or group companies, its licensors, and its and their respective officers, employees and agents be liable to you or any other person for any loss of profit or any special, indirect, incidental, consequential or punitive loss or damages (whether or not they were foreseeable or likely to occur).
- 4.9 Nothing in this paragraph is intended to exclude or restrict any right or liability to the extent of which it may not be lawfully excluded or restricted.
- 4.10 **You are responsible for taking reasonably practicable steps to safeguard your own interests, money and assets from fraud or other illegal activities. You are responsible to check and ensure that the payee, the payee account, the transaction and the transaction details are real and trustworthy in each case. You should consider carefully whether to proceed with or cancel a Money Transfer affected by an Alert. Your decision to proceed with or cancel a Money Transfer affected by an Alert is binding on you and you shall be solely responsible for the consequences.**

## **Section D: Foreign Exchange Services**

### ***1. Foreign exchange transactions***

- 1.1 You can exchange money in your account for different currencies through our App. You can find the available currencies in our App and/or website.
- 1.2 **We may charge you fees for foreign exchange transactions either in the currencies you request to sell or buy. If we charge you fees in the currency you request to buy, we may deduct the fees from your purchase amount, and in such case you must exchange enough amount to cover such fees and charges.**
- 1.3 **You agree to provide additional information or document in connection with your foreign exchange transactions which we reasonably request from time to time**, for example, to show that such exchange is in compliance with applicable laws.
- 1.4 We have the right to set and vary from time to time:
- a. the currencies for the exchange transaction;

- b. the minimum and maximum transaction amounts;
  - c. the timing to be effected;
  - d. the number of foreign exchange that you may request per day;
  - e. the eligibility criteria; and
  - f. other features relating to foreign exchange.
- 1.5 You authorise us to effect a foreign exchange transaction for you in the following manner without further notice to or consent from you:
- a. we will deduct the amount of currency you have requested to sell from your account in that currency; and
  - b. We will credit to your account the purchased amount in the target currency you have requested to buy by the relevant amount **less any applicable fees and charges for the exchange.**
- 1.6 We may (but we are not obliged to) accept instruction to effect a foreign exchange transaction based on the order criteria elected by you and acceptable to us, and is received before the cut-off time as specified by us. The order criteria may include the transaction amount and the specified exchange rate (if any) for effecting such transaction.
- 1.7 You authorise us to effect a foreign exchange transaction at any time after receiving the instruction. The actual exchange rate for a foreign exchange transaction will be determined by us at the time when the transaction is effected. Any exchange rate provided by us at any other time is for reference only, and may differ from the rate at which we effect the transaction. We cannot guarantee that the exchange rate provided or quoted by us represents the rate available elsewhere in the market.
- 1.8 We may refuse to carry out a foreign exchange transaction you request without giving you any notice or reason.
- 1.9 **You are required to ensure there are sufficient funds available in your account when you submit for a foreign exchange transaction, or else the foreign exchange transaction will be rejected. We may, at our discretion effect such transaction subject to you being liable for and to repay us on demand any overdraft or other charges resulting from insufficient funds in any of your accounts and we reserve the right to debit from your account any loss and expenses incurred by us as a result.**
- 1.10 Foreign currencies held in your account, and all transactions in connection with foreign currencies, are subject to applicable exchange control laws.

- 1.11 You acknowledge and agree to the following:
- a. the execution of foreign exchange transaction at a specified exchange rate cannot be guaranteed;
  - b. we have no obligation to effect any transaction at any particular time;
  - c. we may not be able to effect transactions due to volume of instructions, market conditions or other circumstances beyond our reasonable control and we are not liable for any loss or damage which you may suffer or incur;
  - d. any specified exchange rate may no longer remain in effect at the time you submit your request, and we are not liable for any loss or damage which you may suffer or incur if we misquote any rates; and
  - e. if any foreign exchange transaction is executed at any exchange rate, which in our reasonable opinion, obviously deviates significantly from the market price of such transaction, and this deviation is attributable to a technical malfunction or operating error of us or our service providers, we may at our sole and absolute discretion (a) declare that such transaction invalid, whereupon **you will immediately return any amounts made under the transaction to us** and we may, at our discretion, reprocess such transaction at the correct rate; and/or (b) decline to execute further transactions, and we shall not be liable for any loss or damage which you may suffer or incur therefrom.
- 1.12 **You acknowledge that foreign exchanges involve risks. You may incur losses as a result of carrying out foreign exchanges (including as a result of exchange rate fluctuations). You acknowledge that you carry out foreign exchanges entirely for your own account and at your own risk. Foreign exchange transactions involving certain currencies may involve specific risk factors only relevant to such currencies and we may provide you with additional risk disclosure statement from time to time. You are deemed to have acknowledged the receipt of such risk disclosure statements and the relevant risks involved should you proceed to execute a foreign exchange transaction with us.**
- 1.13 We do not give and will not give you any advice, assurance or guarantee regarding any expected outcome of any actual or potential foreign exchange transaction. Any information provided or issued by us is not and should not be regarded as an offer or solicitation to buy or sell any currency. You should make your own independent decision and seek professional advice as appropriate.
- 1.14 **You shall only use our foreign exchange services for the purposes of completing legitimate and bona fide exchange transaction and:-**
- a. **not for the purposes of entering into speculative foreign exchange transactions or arbitraging foreign exchange rates; and**

- b. **not to provide a foreign exchange rate benchmarking service or otherwise distribute any exchange rate we offer to you (or any derivate thereof) to any third party foreign exchange trading platform or rate provider.**

### **Appendix C: Virtual debit card and QR payment terms and conditions**

**This Appendix applies to our provision and your use of QR Payment (as defined in paragraph 1.1 below) and the related services, functions and arrangements. In case of any inconsistency between the provisions of this Appendix and the other provisions of these Conditions, the provisions of this Appendix shall prevail as regards QR Payment.**

## *1. About QR Payment*

- 1.1 You may apply for the QR payment service to enable you to make payment by scanning QR codes generated on your Designated Mobile Device or generated by merchants with the point-of-sales terminals or readers specified or accepted by us (QR Payment).
- 1.2 If we approve your application for QR Payment, we will issue a virtual debit card (Debit Card) to you to enable you to use QR Payment. You'll need to bind the Debit Card to your savings account or any other account or source of funds (including credit facility) as we may specify from time to time (Funding Source). We will deduct or draw from the Funding Source the amounts paid using QR Payment from time to time. For the avoidance of doubt, the Debit Card itself does not offer any cash advance or credit facility.
- 1.3 We'll have to collect and store the unique identifier and other information of the Designated Mobile Device to enable us to generate and continue to provide the Debit Card.
- 1.4 We may charge fees for using QR Payment or the Debit Card. Some merchants may charge you a fee for accepting payment through QR payment or impose a minimum transaction amount for using QR Payment.
- 1.5 We have the right to set and vary from time to time the conditions for using QR Payment and related functions, including the minimum and/or maximum transaction limits, whether per day, per month, per transaction or by other standard, and the transaction currency. We also have the right to specify and change the card scheme operator of the Debit Card from time to time.
- 1.6 **Within the maximum limits set by us, you may also set your own maximum limits through the App or other channels specified or accepted by us for using QR Payment.**

## *2. Use of QR Payment*

- 2.1 You may use QR Payment to make payment for goods and services offered by merchants or other persons. You authorize us to deduct or draw the amount of these transactions from the Funding Source.
- 2.2 **After logging into the App with your personal credentials, you may make payments using QR Payment without any other identity verification or authentication, irrespective of the payment amount. You authorize us to**

**effect the payments made by you using QR Payment without checking your personal credentials before each payment, and you will be bound by all payments accordingly.**

- 2.3 Setting up QR Payment and making payments using QR Payment are subject to our approval. We have the right to refuse a transaction:
- (a) if there are insufficient funds from the Funding Source;
  - (b) if the Funding Source is suspended or terminated for any reason or if we note any irregularity regarding the Funding Source;
  - (c) if the transaction amount does not meet any minimum or maximum limit set by us or set by you; or
  - (d) in compliance with any applicable regulatory requirements or as we consider appropriate.
- 2.4 A merchant may accept or reject any means of payment for its goods and services. We are not responsible for any merchant refusing to accept QR Payment for making payments to the merchant.
- 2.5 If the Funding Source is suspended or terminated for any reason, we have the right to suspend or terminate QR Payment. All rights and obligations incurred before suspension or termination of QR Payment will remain effective.

### *3. Transactions in foreign currency*

- 3.1 If you effect a transaction with QR Payment in a currency other than Hong Kong dollar, we have the right to deduct the transaction amount after conversion into Hong Kong dollar. We will determine the exchange rate by reference to the exchange rate used by the card scheme or payment network on the date of conversion. **We reserve the right to charge a fee by reference to a percentage of the transaction amount and to be reimbursed by you for any fee charged by the card scheme or payment network to us.**
- 3.2 We have the right to block or restrict international debit card usage or transactions in certain countries or locations at our discretion.

### *4. Replacement of Debit Card*

When your Debit Card is replaced, the Debit Card number, expiration date or card security code may change.

### *5. Refunding a transaction*

If you request us to contact the relevant card scheme or payment network to dispute a transaction, we may request you to provide evidence to support your case and we will pass it to the card scheme or payment network. The card scheme and payment network may decide in its discretion whether to accept or reject your request and whether to refund the transaction amount. If we receive any refunded amount from the card scheme or payment network, we will pay such amount to you.

## 6. *Restriction of liability*

QR Payment is provided to you on an “as is” and “as available” basis. We give no warranty in relation to QR Payment or any of its functions, whether express or implied, including we do not warrant the condition or performance of QR Payment or whether it is fit for any particular purpose, or that it will be available on a timely basis or does not infringe third party rights, or that it is secure, error-free or will function without disruption. To the extent permitted by law, we disclaim all warranties and liabilities that QR Payment will be free of computer viruses or other contaminating or destructive properties or that no damage will occur to your Designated Mobile Device in the use of QR Payment. **Unless caused by our fraud, wilful misconduct or gross negligence, we are not responsible for any loss or damage that may be caused by the use of QR Payment.**

## 7. *Some major responsibilities in using QR Payment*

### *Security measures*

7.1 **You should take reasonably practicable security measures when using QR Payment. These measures should include at least all applicable security measures set out in condition C2 of these Conditions and the measures set out below. You should also refer to the security advice provided by us from time to time in the App or on our website.**

- (a) Keep the Designated Mobile Device safe and all personal credentials for logging into the App confidential. Do not allow anyone else to use the Designated Mobile Device or your personal credentials. Safeguard them from loss, theft, accidental or unauthorized disclosure or use; and
- (b) Notify us via any of the channels described in these Conditions as soon as reasonably practicable of any actual or suspected unauthorized transaction or incident, including loss, theft, or unauthorized disclosure or use of the Designated Mobile Device, your personal credentials, QR Payment or the Debit Card. Change the relevant personal credentials immediately.

7.2 **You're not liable for unauthorized transactions and any direct loss suffered by you unless you have acted fraudulently or with gross negligence. However, if you have acted fraudulently or with gross negligence, you may be held liable for all losses resulting from unauthorized transactions.**

- 7.3 **You'll be taken as having acted with gross negligence in one or more of the following cases:**
- (a) **if you knowingly allow another person to use the Designated Mobile Device, your personal credentials, QR Payment or the Debit Card;**
  - (b) **if you fail to notify us as soon as reasonably practicable of any actual or suspected unauthorized transaction or incident, including loss, theft, or unauthorized disclosure or use of the Designated Mobile Device, your personal credentials, QR Payment or the Debit Card; and**
  - (c) **if you fail to take reasonably practicable steps to safeguard the security of the Designated Mobile Device, your personal credentials, QR Payment or the Debit Card, including failing to follow the security advice given by us from time to time.**
- 7.4 If you notify us as soon as reasonably practicable of any actual or suspected unauthorized transaction or incident in accordance with paragraph 7.1(b) above, your maximum liability for the unauthorized transactions will be limited to the amount stipulated by the applicable law or regulatory requirements. However, such limit does not apply (and you may be liable for the full amount) if you have acted fraudulently or with gross negligence.

*Other responsibilities*

- 7.5 **You should ensure that all information relating to a transaction and the merchant or other person receiving payment is accurate and complete before you execute the transaction. We accept no responsibility for any loss, damage, cost, claim or demand of any kind or nature arising from or in connection with any inaccurate or incomplete information relating to any transaction.**

## 8. *Your personal data*

In order to enable you to make payments using QR Payment, you expressly authorize us to disclose your name, information about your Debit Card (including card number and card expiry date) and other personal data to (a) the merchant or other person receiving payment, (b) the operator of the relevant card scheme or payment network, and (c) any other person that we consider necessary.

## 9. *Termination and suspension of QR Payment*

- 9.1 You may request to terminate QR Payment at any time by contacting our customer service via our customer service hotline, and you're liable for all transactions effected by using QR Payment up to termination.
- 9.2 **We may suspend or terminate your use of QR Payment and any related function or feature (including the Debit Card) at any time without giving notice, in particular having regard to tax, legal or regulatory requirements, or where QR Payment has not been used to effect any transaction for more than 365 consecutive days or such other period as we may set from time to time.**
- 9.3 The Debit Card will be cancelled and will cease to have effect if QR Payment is suspended or terminated for any reason.

## 10. *Transaction records*

- 10.1 Each time you use QR Payment, if the terminal is working properly, you may obtain a receipt indicating the transaction amount and the transaction date. The transactions will be shown on the statements provided by us. You may also view the transaction records on the App.
- 10.2 **If you change the Funding Source during the period covered by a monthly statement, you should check the monthly statements for all of the applicable Funding Source for all the transactions effected by QR Payment during the relevant period.**

## 11. *Variation*

We have the right to vary the provisions of this Appendix and any fees or charges from time to time. We will give you at least 60 days' prior notice before any significant variation takes effect. If you do not terminate QR Payment in accordance with paragraph 9.1 above before the date on which a variation takes effect, you'll be taken as having accepted that variation.

## Appendix D: QR Cash terms and conditions

**This Appendix applies to our provision and your use of QR Cash (as defined in paragraph 1.1 below) and the related services, functions and arrangements. In case of any inconsistency between the provisions of this Appendix and the other provisions of these Conditions, the provisions of this Appendix shall prevail as regards QR Cash.**

### *1. About QR Cash*

- 1.1 You may apply for the QR Cash service (QR Cash) to enable you to withdraw cash from automated teller machines (ATM) or other machines in the withdrawal currency as designated by us from time to time (QR Cash ATMs) without a physical ATM card.
- 1.2 In order to use QR Cash, you must have been issued with and have activated the Debit Card on your Designated Mobile Device for using QR Payment and/or any other virtual debit card designated or accepted by us for QR Cash from time to time, and also activated the QR scan function on your Designated Mobile Device. Our provision and your use of the Debit Card are governed by other parts of these Conditions.
- 1.3 You may use QR Cash to withdraw cash from the Funding Source bound to your Debit Card. We will deduct or draw from the Funding Source the amounts withdrawn using QR Cash from time to time.
- 1.4 QR Cash enables you to withdraw cash from the Funding Source and does not itself offer any cash advance, overdraft or any other credit facility.
- 1.5 We have the right to set and vary from time to time the conditions for using QR Cash and related functions, including the time limit within which a withdrawal instruction remains valid (Time Limit), the minimum and/or maximum withdrawal amount limits, whether per day, per month, per withdrawal or by other standard, and the withdrawal currency. **Within the maximum limits set by us, you may also set your own maximum limits through the App or other channels specified or accepted by us.** The QR Cash ATM may also set its own withdrawal time, withdrawal amount and withdrawal currency limits from time to time.

### *2. Withdrawing cash at ATM*

- 2.1 **To withdraw cash, you are required to:**
  - (a) **ensure that there are sufficient and available funds from the Funding Source to meet your withdrawal instruction;**

- (b) **visit a QR Cash ATM in person; and**
  - (c) **follow the designated steps set by us from time to time and observe the relevant Time Limit to complete the cash withdrawal; for details, please refer to the App or our website.**
- 2.2 We have the right to treat any QR Cash instructions quoting the one-time passcode or other authentication information provided by us (Authentication Information) as being authorized by you, whether or not it is in fact authorized by you. Such withdrawal will be valid and binding on you. We're not required to take further steps to verify the identity of the person making the withdrawal.
- 2.3 **You cannot cancel a withdrawal instruction once you have entered the Authentication Information on the relevant QR Cash ATM. If you do not complete the cash withdrawal within the Time Limit, your withdrawal instruction will expire without prior notice.**
- 2.4 Setting up QR Cash and making cash withdrawals are subject to our approval. We have the right to refuse a withdrawal instruction:
- (a) if there are insufficient funds from the Funding Source;
  - (b) if the Funding Source is suspended or terminated for any reason or if we notice any irregularity regarding the Funding Source;
  - (c) if the withdrawal amount does not meet any withdrawal limit set by us, set by you, or set by the QR Cash ATM;
  - (d) if you do not follow the designated steps set by us or complete the cash withdrawal within the Time Limit; or
  - (e) for compliance with any applicable regulatory requirements or as we consider appropriate.
- 2.5 **We reserve the right to charge fees in connection with QR Cash. Please refer to the App or our website for details.**

### 3. *Limitation on liabilities*

- 3.1 QR Cash is provided to you on an “as is” and “as available” basis. We give no warranty in relation to QR Cash or any of its functions, or the generation of Authentication Information, whether express or implied, including we do not warrant the condition or performance of QR Cash or whether it is fit for any particular purpose, or that it will be available on a timely basis or does not infringe third party rights, or that it is secure, error-free or will function without

disruption. To the extent permitted by law, we disclaim all warranties and liabilities that QR Cash will be free of computer viruses or other contaminating or destructive properties or that no damage will occur to your Designated Mobile Device in the use of QR Cash. **Unless caused by our fraud, wilful misconduct or gross negligence, we are not responsible for any loss or damage that may be caused by the use of QR Cash.**

- 3.2 We do not own or operate any QR Cash ATMs unless we otherwise specify. All QR Cash ATMs are owned or operated through the settlement network of UnionPay or other operators which we may designate from time to time. **We are not responsible for the performance of any settlement network or any QR Cash ATM (except for those owned or operated by us), including any unavailability, delay, mistake or rejection of your withdrawal instructions for any reason.**

#### *4. Some major responsibilities in using QR Cash*

- 4.1 **You should take reasonably practicable security measures when using QR Cash. These measures should include at least all applicable security measures set out in other parts of these Conditions and the measures set out below. You should also refer to the security advice provided by us from time to time in the App or on our website.**

- (a) Keep the Designated Mobile Device safe and all personal credentials for logging into the App and all Authentication Information confidential. Do not allow anyone else to use the Designated Mobile Device or your personal credentials or the Authentication Information. Safeguard them from loss, theft, accidental or unauthorized disclosure or use; and
- (b) Notify us via any of the channels described in other parts of these Conditions as soon as reasonably practicable of any actual or suspected unauthorized cash withdrawal or incident, including loss, theft, or unauthorized disclosure or use of the Designated Mobile Device, your personal credentials, QR Cash, any Authentication Information or the Debit Card. Change the relevant personal credentials immediately.

- 4.2 **You're not liable for unauthorized cash withdrawals and any direct loss suffered by you unless you have acted fraudulently or with gross negligence. However, if you have acted fraudulently or with gross negligence, you may be held liable for all losses resulting from unauthorized cash withdrawals.**

- 4.3 **Without limiting the generality of other parts of these Conditions, you'll be taken as having acted with gross negligence in one or more of the following cases:**

- (a) **if you knowingly allow another person to use QR Cash or the Authentication Information;**
- (b) **if you fail to notify us as soon as reasonably practicable of any actual or suspected unauthorized withdrawals using QR Cash or the Authentication Information; and**
- (c) **if you fail to take reasonably practicable steps to safeguard the security for using QR Cash or the Authentication Information, including failing to follow the security advice given by us from time to time.**

4.4 **We may send you certain Authentication Information via SMS message and/or email and/or other electronic means from time to time. You should ensure that you register with us the correct mobile phone number and/or email address for receiving the Authentication Information and notify us as soon as reasonably practicable of any change. We are not liable if you do not receive the Authentication Information because the mobile phone number and/or email address registered with us is incorrect or outdated.**

## 5. *Use of QR Cash outside Hong Kong and withdrawal in foreign currency*

- 5.1 We may offer QR Cash for withdrawing cash at QR Cash ATMs located outside of Hong Kong. You may be required to complete additional steps and accept additional terms and conditions before using QR Cash to withdraw cash outside of Hong Kong.
- 5.2 We may allow withdrawal in a currency other than Hong Kong dollar (Other Currency), and we may only accept a limited scope of Funding Source for withdrawal in Other Currency. We have the right to convert any withdrawal in Other Currency into Hong Kong dollar at such exchange rate(s) as determined by us at our sole discretion and deduct the corresponding Hong Kong dollar amount from the Funding Source. **We reserve the right to charge a fee by reference to a percentage of the withdrawal amount and to be reimbursed by you for any fee charged by the QR Cash ATMs or any relevant settlement network, details of which please refer to the App or our website.**

## 6. *Your personal data*

In order to enable you to withdraw cash using QR Cash, you expressly authorize us to disclose your name, information about your Debit Card (including card number and card expiry date) and other personal data to the operator of the settlement network and any other person on a need-to-know basis for our provision of the services under QR Cash.

## 7. *Withdrawal records*

- 7.1 We will send you an email notification, a SMS and/or in-App message after a withdrawal instruction is successfully completed. The withdrawal will be shown on the statements provided by us. You may also view the withdrawal records on the App.
- 7.2 **If you change the Funding Source during the period covered by a monthly statement, you should check the monthly statements for all of the applicable Funding Source for all the withdrawals made by QR Cash during the relevant period.**

## 8. *Termination and suspension of QR Cash*

- 8.1 You may suspend QR Cash at any time by setting the local withdrawal limit as "0" via the App and (if applicable) disabling the function to use QR Cash outside Hong Kong via the App.
- 8.2 **We may suspend or terminate your use of QR Cash and any related function or feature at any time without prior notice to you, in particular, having regard to compliance with tax, legal or regulatory requirements.**
- 8.3 QR Cash will be terminated if your Debit Card is cancelled for any reason.
- 8.4 All rights and obligations incurred before suspension or termination of QR Cash will remain effective.

## 9. *Variation*

We have the right to vary this Appendix from time to time by giving prior notice. If you do not terminate QR Cash in accordance with paragraph 8.1 above before the date on which a variation takes effect, you'll be taken as having accepted that variation.

## Appendix E: Business account terms and conditions

**This Appendix applies to our provision and your use of business account (as defined in paragraph 1.1 below) and the related services, functions and arrangements. In case of any inconsistency between the provisions of this Appendix and the other provisions of these Conditions, the provisions of this Appendix shall prevail as regards business account.**

### *1. About Business Account*

- 1.1 You may apply for a business account. If we accept your application, you may use your business account for business purpose which we accept from time to time, and Condition A2.2 does not apply to your business account.
- 1.2 By using business account and related services provided by us, you understand you are not acting as an “private individual” and agree to be bound by the Conditions and particularly this Appendix. “Private individual” means an individual customer but excludes any sole proprietors, partnerships, clubs and societies.
- 1.3 You may operate your business account and conduct transactions through our App or other channels we notify you from time to time. The services available are those notified by us to you. Before using a service, you may be required to provide us with documents or to obtain our consent. We may refuse access without giving any reason.
- 1.4 Any transactions conducted through your business account will be subject to all laws and regulations affecting us, including the rules, codes and guidelines of relevant regulatory authorities, exchanges and clearing houses. All actions thus taken by us will be binding on you.

### *2. Authority*

- 2.1 You may set different levels of authorization and transaction limits for your business account, and you are encouraged to do so for your protection. We may prescribe the available levels of authorization from time to time, which may include Authorised Signatories (as defined below, which include “Account Controllers” and “Approvers”), “Basic Users”, “Viewers” or other user levels.
- 2.2 Unless otherwise prescribed by us, you may appoint one or more persons (Authorised Signatories) to be your Account Controllers or Approvers for the purpose of the business account with authority to act on behalf of the Customer including to operate accounts, buy or sell any investments, make withdrawals or transfers (of cash, securities, title documents and other property), enter into any agreement, give any instructions and complete and sign all relevant documents.

- 2.3 You shall appoint at least one Authorised Signatory as your Account Controller for your business account. The Account Controller shall have full authority to do everything in relation to your business accounts, including to make applications for account opening or new functions or services and submit documents and confirmations, amend your particulars, change account limits, set up authority class and limit of each user and class, appoint or remove users other than an Account Controller (and therefore including Approver, Basic User, Viewer, or any other categories of account user that the Bank may allow the Customer to set from time to time), assign authority class of transactions, re-issue delegate user's password (if required), arrange with us for any facilities and accommodation, and close account or services and to give any instructions and complete and sign all documents in relation to the above matters, save that (i) Account Controller(s) is/are NOT allowed to change, add or delete Account Controller(s) or their signing arrangements; and (ii) **(only applicable to sole proprietorships / partnerships)** Account Controller(s) is/are NOT allowed to open accounts or apply for new services, unless agreed by us.
- 2.4 You may change your Authorised Signatories or signing arrangement after giving us such notice and complying with such requirements and/or procedures as we prescribe from time to time. If we allow you to open more than one business account, and if one business account uses the authorised signatories and signing arrangement of another account, changing the authorised signatories and signing arrangement of either account will not affect those of the other account.
- 2.5 Instructions may be given for transactions to be entered into within a future period of time. The expiry or revocation of the authority of the representative after the instruction has been given with full authority but before the transactions are entered into will not affect the validity of the instruction. On the other hand, any instructions, whether dated or to be executed before or after the effective date of revocation, with incomplete authority (for example, if those instructions are pending approvals) on effective date of revocation will be revoked and will need to be re-initiated and approved with the new approval requirements.
- 2.6 The authority of the Authorised Signatories or other users to act according to your signing arrangement will not be revoked until we have received your notice revoking their authority in our prescribed manner and completed our internal process upon it. Their authority will remain in force until we have received written notice of insolvency or incapacity, and notwithstanding any change in your constitution.
- 2.7 Without limiting the generality of Condition F2.1, we may regard an instruction given by any Authorised Signatories or other users from their Designated Mobile Device using their personal credentials or security information or we reasonably believe is given by them as instruction given by them, whether or not it is in fact given by them. Such instruction and the resulting transactions

will be valid and binding on you. We're not required to take further steps to verify the identity of the person sending the instruction or the authenticity of the instruction. Nevertheless, we reserve the right to require your Authorised Signatories or other users to authenticate an instruction by their password or other personal credentials, or require other evidence of identity or authority as we think fit.

### *3. Indemnity and Termination*

- 3.1 Without prejudice to the generality of your obligation to indemnify us under other provision of these Conditions, you will indemnify us against any claim, liability, loss or expense arising from your instructions, your accounts, any transmission from your Designated Mobile Device to our system, or the provision of any service to you, and against all expenses (including legal fees) incurred in the exercise or enforcement of our rights including in recovering sums from you.
- 3.2 Without prejudice to the generality of your obligation to indemnify us under other provision of these Conditions, you will indemnify us against any breach by you of these Conditions including this Appendix E, or the terms, conditions or rules applicable to the business account, service or transaction, any act or omission of your representatives, employees or agents, and any tax or levy arising from your instructions or a service.
- 3.3 Condition G1.1 does not apply to business accounts. We are not liable for any act or omission unless due to our gross negligence or fraud. If we are liable for any damages, our liability will be limited to the amount of our fees for the transactions.
- 3.4 Without prejudice to the generality of Conditions H1.5 and H1.6. we may freeze your business accounts if we have notice that a petition has been presented for your bankruptcy or liquidation, or that a meeting has been called to consider a resolution for your liquidation, or that your partnership has been dissolved, or of any analogous process under any law, or of any third party claim, or if there appears in our opinion to be any irregularities in the operation of your business accounts, or that you might become mentally incapacitated. We may at any time, by notice to you and without giving any reason, close your business account or terminate a service. The notice may, if necessary, take effect immediately. We may discharge our obligations by mailing to you a cheque or cashier's order for any credit balance in your business account.
- 3.5 You agree to accept all risks associated with or arisen from delivery by courier and/or mail of the documents/ articles and waive irrevocably all claims which you may have against us including but not limited to as a result of the same having failed to be delivered or delivered promptly or mislaid.

## 4. *Information*

- 4.1 You confirm that every entity and individual (including yourself if you are a sole proprietor, all your partners if you are a partnership, and your shareholders, controllers, beneficiary owners, directors or member of your governing body and your employees, officers, Authorized Signatories, account users or other representatives, “Related Party”) whose information has been (or will be) provided to us in connection with your business account and/or provision of products and services to you has (or will at the relevant time have) received and agreed to our PICS, and has been notified of and consented to the using, processing and disclosing of its/his/her information (including personal data for individual) in accordance with the Condition J and for the purposes as shown in our PICS (in case of individual).
- 4.2 Without prejudice to the generality of Conditions J1, you should promptly notify us of any material change to your information provided to us, including but not limited to any change of your directors or members of your governing body, shareholders, authorized persons, representatives or authorized signatories.
- 4.3 To the extent permitted by the law, unless agreed otherwise, you request us to contact you (by any means) on any financial services (excluding any investment services) we believe may be of interest to you.

## 5. *Partnership*

- 5.1 If you are a partnership:
- (a) no restrictions in your partnership agreement will bind us, and your account will be governed by our documents;
  - (b) you will give us a new mandate and open a new account on admission of any new partner. Unless expressly released in writing, retiring partners will remain liable;
  - (c) notwithstanding notice of any change in your constitution or dissolution, the remaining partners will have full powers to deal with your accounts in any way. We may open accounts for the new firm in the same name and collect for the new firm any payments designated for the old firm without enquiries; and
  - (d) upon the death of any of you, the balance in the account will belong to the original partners and their estates.

## 6. *Faster Payment System*

- 6.1 If we provide any Bank Services (as defined in the Appendix B) in relation to services and facilities provided by HKICL in connection with the Faster Payment System, you are responsible for your authorized persons. Where you authorize any other person to give instructions or requests to us in connection

- with the use of the Bank Services (whether you are a company, a corporation, or a sole proprietorship or partnership firm or any other unincorporated body):
- (a) you are responsible for all the acts and omissions of each person authorized by you;
  - (b) any instruction or request received by us, believed by us in good faith to be given by you or any person authorized by you, will be irrevocable and binding on you; and
  - (c) you are also responsible for ensuring that each person authorized by you will comply with the provisions of these Conditions that are applicable to him/her when acting on your behalf.

## 7. *Miscellaneous*

- 7.1 Notwithstanding Condition G2.2, we will send you a summary of your transactions on your business account within the time agreed with you. No summary will be issued if during the relevant period there is no transaction. Unless you notify us of any disagreement with a summary within 30 days, you will accept the summary and will not dispute any item on it, whether you have checked the summary or not.
- 7.2 If any software or document is supplied by us, all rights in them remain with us. You will keep them confidential and only use them for the purpose of using the business account. You will return them to us on request and not thereafter keep any copy in any form.
- 7.3 You will execute any documents required by us in relation to your business account.
- 7.4 You acknowledge receipt of a list of our fees and charges.
- 7.5 Fees, charges and expenses are payable whether or not the transaction is completed. We may deduct any fees, charges and expenses from your business account with us.
- 7.6 Accounts will be identified solely by their number. We need not check the account name.
- 7.7 You may not transfer, assign, mortgage or charge your accounts or any transaction with us or your rights or obligations under the business account or allow any third party to use our services without our prior written consent.
- 7.8 You represent to us that:
  - (a) unless you have notified us otherwise in writing and accepted by us, you are the sole beneficial owner of your accounts, free from third party claims or interests and will enter into each transaction as principal and not as agent for any other person;
  - (b) you have full capacity and authority to perform your obligations under these Conditions and each transaction with us;
  - (c) the performance and enforcement of your obligations will not violate any law or regulation and that you have, to the best of your knowledge, not committed or been convicted of tax crimes;
  - (d) your obligations are legal, valid and enforceable in accordance with their terms;

- (e) (if you are a body corporate) you are duly incorporated or established, validly existing, solvent and not subject to any action to be wound up; and
  - (f) you are solvent.
- 7.9 Any reference to “you” in the Conditions shall be construed as reference to each of you and your Related Party as the context requires. You shall procure your Related Party to comply with the Conditions and all terms and conditions that governs our provision and your use of the business account services when they are acting as your Related Party. In particular, you shall procure your Related Party to take such security measures that we require or suggest from time to time.
- 7.10 To operate your business account, your Related Party shall open and maintain a personal banking account with us at all times. You may not be able to access to or operate your business account if your Related Parties (including your Authorized Signatories and other account users) do not or cease to have valid personal banking accounts with us.

## 8. *Variation*

- 8.1 We have the right to vary this Appendix from time to time at our discretion. You should read them again carefully before processing any transaction. If any transaction has been conducted via your business account after any variation, you'll be taken as having accepted the variation.