



livi Conditions for QR Cash

These livi Conditions for QR Cash will cease to govern QR Cash on 14 Sep 2021 (Effective Date). They will be merged into livi Conditions for Services as a new Appendix D, which remains substantially similar to current terms and conditions, and shall govern our provision and your use of QR Cash since the Effective Date. For details please refer to livi Conditions for Services on our App or website. If you do not terminate QR Cash in accordance with paragraph 8.1 below before the Effective Date, you'll be taken as having accepted this variation.

These livi Conditions for QR Cash (Conditions) apply to our provision and your use of QR Cash (as defined in paragraph 1.1 below). QR Cash is one of the services provided by us via the App under these Conditions. These Conditions shall be read together with the livi Conditions for Services. By applying for QR Cash, you confirm and agree to be bound by these Conditions.

Words defined in the livi Conditions for Services have the same meanings when used in these Conditions. In case of any inconsistency between these Conditions and the livi Conditions for Services, these Conditions 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 the livi Conditions for Services.
- 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 We will deduct or draw from the Funding Source the amounts withdrawn using QR Cash from time to time.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 the livi Conditions for Services 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 the livi Conditions for Services 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 the Livi Conditions for Services, 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 these Conditions 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.

10. *Third Party Rights*

No person other than you and livi 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.

11. *Governing law*

These Conditions are governed by and shall be construed in accordance with Hong Kong law. The parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

12. 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.