



1 March 2021

## Important Notice

# livi: Notice of Amendments to the “livi Conditions for Services” and “Personal Information Collection Statement”

Thank you for choosing the banking services of Livi Bank Limited (the "Bank" or "we").

Please be informed that the “livi Conditions for Services” (“CFS”) and “Personal Information Collection Statement” (“PICS”) have been amended and the amendments will be effective from 11 March 2021 (“Effective Date”). The amendments relate to foreign currency service and the location of our service providers. Please find the summary of the key amendments below:

### Amendments to CFS

Main amendments to CFS	Original	Amended as
Insert a new paragraph 1.4 to Section I.	N.A.	1.4 <b><u>Your payments will be made in the currency of the liability.</u></b> 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. <b><u>You will, as a separate obligation, indemnify us against any loss and reasonable expense.</u></b> It will be sufficient for us to show that we would have suffered a loss had an actual exchange or purchase been made.
Paragraph 1 of Section N	1. Set-off	1. Set-off



	<p>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.</p>	<p>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.</p>
<p>Paragraph 2 of Appendix A</p>	<p>2. Currency</p> <p>You may hold your account in Hong Kong dollar or any other currency we may specify or accept from time to time.</p>	<p>2. Currency</p> <p>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.</p>
<p>Paragraph 4 of Appendix A</p>	<p>4. Insufficient funds in account</p> <p>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.</p>	<p>4. Insufficient funds in account</p> <p>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.</p> <p>4.2 Payments will in ordinary operations only be debited to your designated account (or sub-account) denominated in the</p>



		<p>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).</p>
Paragraph 5 of Appendix A	<p>5. Transfer or payment limits</p> <p>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.</p>	<p>5. Transfer or payment</p> <p>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.</p> <p>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.</p>



## Amendments to PICS

Main amendments to PICS	Original	Amended as
The first sentence of Paragraph 6	6. We will keep personal data confidential but we may provide and disclose personal data to the following types of persons (whether within or outside Hong Kong) for the purposes set out in paragraph 5 above:	6. We will keep personal data confidential but we may provide and disclose personal data to the following types of parties (whether within or outside Hong Kong*) for the purposes set out in paragraph 5 above. If such party is located outside Hong Kong, such personal data may also be processed, kept, transferred or disclosed in accordance with the local practices and laws, rules and regulations (including any governmental acts and orders) in such place.
Sub-paragraph (c) of paragraph 6	(c) any person who pays money to you or receives payment from you;	(c) any party who pays money to you or receives payment from you;
Sub-paragraph (d) of paragraph 6	(d) any person who owes a duty of confidentiality to us, including our external auditors, legal advisers and other professional consultants;	(d) any party who owes a duty of confidentiality to us, including our external auditors, legal advisers and other professional consultants;
Sub-paragraph (f) of paragraph 6	(f) any person to whom we are obliged or expected to provide or disclose personal data in order to comply with the obligations, requirements or arrangements set out in paragraph 5(l) above; and	(f) any party to whom we are obliged or expected to provide or disclose personal data in order to comply with the obligations, requirements or arrangements set out in paragraph 5(l) above; and
Insert a note to after paragraph 6	N.A.	* Please refer to our website for the list of countries/region where our relevant service providers may be located. If there is no such information provided, it means we do not have such relevant service providers for the time being.



<p>The first sentence of Paragraph 7</p>	<p>7. We intend to use your personal data in direct marketing. This will enable us to send you information about services, products, events, activities and privileges offered or provided by us and/or the persons set out in paragraph 7(c) below from time to time. We require your consent in order to do this. In deciding whether to give consent, please note the kinds of personal data, and the types of services, products and other subject matters which may be covered by direct marketing set out below:</p>	<p>7. We intend to use your personal data in direct marketing. This will enable us to send you information about services, products, events, activities and privileges offered or provided by us and/or the parties set out in paragraph 7(c) below from time to time. We require your consent in order to do this. In deciding whether to give consent, please note the kinds of personal data, and the types of services, products and other subject matters which may be covered by direct marketing set out below:</p>
<p>The first sentence of sub-paragraph (b) of paragraph 7</p>	<p>(b) Types of services, products and other subject matters offered by us and/or any of the persons set out in paragraph 7(c) below:</p>	<p>(b) Types of services, products and other subject matters offered by us and/or any of the parties set out in paragraph 7(c) below:</p>
<p>The last sentence of paragraph 7</p>	<p>If you do not wish us to use your personal data for use in direct marketing, you may exercise your opt-out right by using our prescribed form or by notifying us by other means specified by us.</p>	<p>If you do not wish us to use your personal data for use in direct marketing, you may exercise your opt-out right by contacting liviCare via Live Chat within the livi App, call (852) 2929 2998, email to <a href="mailto:livicare@livibank.com">livicare@livibank.com</a> or by notifying us by other means specified by us.</p>



The new version of the CFS and PICS are available on our mobile application.

**Please note that if you do not terminate your liviSave account on or before the Effective Date, the above amendments will be binding on you.** The Bank may not be able to continue to provide service to you if you do not accept the relevant amendments. Should you have any enquiry, please contact liviCare at (852)2929 2998.

The English version of this notice shall prevail if there is any inconsistency between the English and Chinese versions.

## Livi Bank Limited