



## Livi Bank Limited

### Terms and Conditions for livi API

Last modified: April 14, 2022

#### 1. Introduction and General Provisions

- 1.1 Welcome to the Portals, which allow you to access the livi API and the livi Data (the provision of the Portals, the livi API and the livi Data together being the "**Services**").
- 1.2 Please read these terms and conditions, including the Appendices and Annex (to the extent applicable to you) (these "**Conditions**") carefully before accessing and using any of the Services, as they apply to the use of Services by you and by any company, partnership, association or other organization that you represent ("**you**" or "**TSP**"), forming a legally binding agreement between you and Livi Bank Limited ("**livi**", "**we**", "**our**" and/or "**us**"), whose registered address is at 28th Floor, Oxford House, Taikoo Place, 979 King's Road, Quarry Bay, Hong Kong. If you do not agree to these Conditions, you must not use or access any of the Services.
- 1.3 By taking any step to register for, use and/or access the Services, you accept and agree to be bound by these Conditions. These Conditions shall include any additional terms and conditions and technical requirements and limitations concerning your access to and usage of the Services notified through the relevant Portal and/or other channels from time to time, in particular:
  - (a) if your usage of and access to the Services is related to Phase I of the Open API Framework, terms and conditions under Appendix 1 shall be applicable to you;
  - (b) if your usage of and access to the Services is related to Phase II of the Open API Framework, terms and conditions under Appendix 2 shall be applicable to you, and those under Annex A and B shall also be applicable where relevant, depending on the Services you are using;
  - (c) if your usage of and access to the Services is related to Phase III of the Open API Framework, terms and conditions under Appendix 3 shall be applicable to you; and/or
  - (d) if we agree any Collaboration Terms with you, the Collaboration Terms shall form part of these Conditions with effect from their agreement.
- 1.4 Without prejudice to other terms of these Conditions, our provision of the Services shall be always conditional upon our agreement with you on the Collaboration Terms if required by us. If the Collaboration Terms are terminated or expire for any reason, we are entitled to terminate or suspend the Services immediately without further notice to you.
- 1.5 You agree and accept the Common Baseline requirements as well as any future changes to the Common Baseline which are deemed incorporated in the Appendices as and when they are issued and any specific directions given by livi in respect of the matters referred to in the Common Baseline.



- 1.6 You shall comply with the provisions of all the rules, guidelines and operating procedures specified by us and notified to you from time to time in relation to access and use of the livi API and the livi Data.
- 1.7 You may be required to agree additional terms and conditions for subsequent Phases of the Open API Framework. Any additional terms will be made available at that time.
- 1.8 If you are accessing or using the Services on behalf of any TSP, you represent, warrant and undertake that you are authorised and will remain authorised to do so and that you are authorised to bind the TSP to these Conditions.
- 1.9 We may make changes to these Conditions at any time by: (1) posting a revised version on the relevant Portal; or (2) making notification to you. If you continue accessing or using the Services after we make any amendment to or replacement of these Conditions, you shall be deemed to have read, understood and agreed to these Conditions as amended.
- 1.10 To the extent of any conflict or inconsistency between these terms and conditions and any of the Appendices, the Annexes and/or any Collaboration Terms, the documents shall prevail in the descending order below to the extent of the inconsistency, except where the contrary is expressly stated otherwise in the Appendix, Annex or Collaboration Terms:
  - (a) the Collaboration Terms;
  - (b) the Annex;
  - (c) the Appendix; and
  - (d) these terms and conditions.

## 2. **The Sandbox Portal**

- 2.1 We operate a Sandbox Portal in which you may carry out testing of your application(s) with a view to proceeding to live use with the livi APIs in the Production Portal. In order to access the Sandbox Portal, you must complete the applicable registration process as may be stipulated by us from time to time and obtain a password and/or other security key (each, a "**Sandbox Token**").
- 2.2 We may decline registration to any person and/or refuse, limit, suspend, restrict or revoke access to or use of the Sandbox Portal, the livi API and/or the livi Data as we may reasonably determine from time to time, including applying limitations on the frequency, volume and/or content on any call for the livi Data through the livi API.

## 3. **The Production Portal**

- 3.1 In order for you to access the livi API in the Production Portal, you must complete the applicable registration process as may be stipulated by us from time to time and obtain a password and/or other security key we provide to you for this purpose from time to time (each, a "**Production Token**").
- 3.2 We may decline registration to any person and/or refuse, limit, suspend, restrict or revoke access to or use of the Production Portal, the livi API and/or the livi Data as we may reasonably determine from time to time, including applying limitations on the frequency, volume and/or content on any call for the livi Data through the livi API.



#### 4. **Limited Licence to use Livi API**

- 4.1 Subject to and in accordance with these Conditions, we grant you a limited, non-exclusive, revocable, as-is, non-transferable, non-sublicensable right to: (1) integrate the livi APIs with the TSP Systems; , solely for the purpose of conducting the TSP Business in accordance with Applicable Laws, provided always that you shall not, directly or indirectly or in collaboration with or by procuring any other person on your behalf:
- (a) sublicense, sell, transfer, assign, distribute or otherwise grant or enable access to all or any part of the livi APIs to any person;
  - (b) use the livi APIs for any business other than the TSP Business, provide a service to any other business using the livi APIs or make all or any part of the livi APIs available to any person other than the TSP Customers in the ordinary course of the TSP Business;
  - (c) modify or create derivative works based on all or any part of the livi APIs;
  - (d) reverse engineer, reverse compile or decompile all or any part of the livi APIs or the livi System, or attempt to do any of the foregoing; and/or
  - (e) access or use all or any part of the livi APIs for any purpose other than as specifically provided for under these Conditions or in any manner that breaches any Applicable Laws or the rights of any person.
- 4.2 You acknowledge and agree to immediately cease accessing the livi APIs and processing or using the livi Data upon suspension or termination of these Conditions for any reason.
- 4.3 You acknowledge and agree that we may independently create apps, content, and other products or services that may be similar to or competitive with the TSP Business. Nothing in these Conditions shall restrict or prevent us or any other livi Group Member from developing, using and commercializing such products and services or entitle you to any compensation or other benefit in relation to such development, use or commercialization.

#### 5. **Licence to connect to TSP Systems**

You agree to grant us and our affiliates, all rights to participate in the API Integration, including a non-exclusive, fully-paid-up, royalty-free, non-assignable right and licence during the Term to connect to the TSP Systems and to use, reproduce and communicate any related materials provided by you to us for the same, only to the extent necessary for us to exercise our rights and to perform our obligations under these Conditions.

#### 6. **Integration Process and Acceptance Testing**

We will provide you with the integration specification from time to time and you shall develop, configure, deliver, test, operate and maintain and support the TSP Systems in accordance with these requirements. You will conduct the acceptance testing of the API Integration in accordance with our instructions from time to time in order to verify and ensure that the TSP System meets the requirements set out in the integration specification and the livi API has been successfully integrated before the livi API goes into live operation. We will use our reasonable endeavours to provide such assistance to you in such manner as you may reasonably require for the purpose of the acceptance testing and integration of the livi APIs. During the Term of these Conditions, we shall be entitled to review and evaluate, in our sole discretion, whether the API Integration and the TSP Systems: (1) meets the



acceptance criteria; (2) operates in accordance with the integration specification; (3) meets any other applicable criteria as determined by us from time to time; and/or (4) complies with any other Applicable Law or directions from any Regulator, and you shall make such changes, updates, enhancements, improvements, adjustments or modifications to the API Integration and the TSP System as reasonably requested by us from time to time.

## 7. **Business Operations**

7.1 Each party shall be responsible for the operation, management and administration of its own business.

7.2 You undertake that:

- (a) you shall not make any communication, representation or commitment in relation to any livi Products and Services, except for displaying accurate and up-to-date livi Product Data in unaltered form in a manner that fairly describes such products and services in accordance with our instructions in relation to the presentation and use of the livi Product Data from time to time;
- (b) you shall not imply any partnership, agency, endorsement, certification, sponsorship, affiliation or other business relationship between you and any livi Group Member (including referring to the same in any advertising, publicity releases, or promotional or marketing publications or correspondence with third parties); and
- (c) whenever requested by us, you shall prominently display a standard message specified by us in your user interface in order to make clear that you are not acting as the agent of any livi Group Member in dealing with any TSP Customer.

7.3 You further acknowledge and agree that:

- (a) you shall not make any representation or commitment to any third party who has received the livi Data (including the TSP Customers) in relation to the livi Data, or bind or purport to bind us by any means or to any extent;
- (b) notwithstanding these Conditions, the access to the livi API and our provision of the livi Data shall remain subject to our prior approval, which may be withdrawn by us from time to time on notice to you; and
- (c) subject to and in accordance with Applicable Laws and the requirements of our Regulatory Licences, we shall be entitled in our sole discretion to assign, on notice to you, a limit on the number, volume and frequency of access through the livi API and may in our sole and absolute discretion vary such limits as we deems fit at any time, and you shall comply with such limits notified to you by us from time to time, including any livi API Fair Usage Policy.

7.4 You shall treat the TSP Customers in a fair manner to ensure that clear rights and obligations are properly established in relation to the usage of and access to the Services. If:

- (a) you receive any complaints in relation to the livi Products and Services, you shall:
  - (1) promptly notify us of such complaint;
  - (2) provide us with sufficient details and information and any other information as may be reasonably requested by us from time to time; and
  - (3) provide reasonable assistance to us where necessary; and



- (b) we receive any complaints in relation to the TSP Business, you shall, upon receipt of notification from us: (1) promptly handle such complaints directly with the relevant person at your own costs and expenses; (2) provide us with updates regularly on the status of such complaint; and (3) provide reasonable assistance to us where necessary.

## 8. Your Obligations

8.1 You acknowledge and agree that you shall be fully responsible for ensuring that you have the necessary technology, services and infrastructure to access and use the Services and perform your obligations under these Conditions, including:

- (a) incorporating enrolment and authentication technologies, processes and procedures appropriate to mitigate the risk of unauthorized enrolment or access to the livi API and the livi Data; and
- (b) ensuring that critical information (including the Security Keys) is not stored directly on any device or equipment, and proper encryption and security is implemented to secure such information from unauthorized access or use.

8.2 You shall also:

- (a) only use the Security Keys assigned to you for the specific TSP Business notified to us as part of your registration, and you shall not disclose, or transfer or make available any Security Keys assigned to you to any other person;
- (b) process, access and request the livi Data through the livi APIs only in the data format as may be notified through the relevant Portal and/or other channels from time to time;
- (c) only use the most up-to-date livi Data made available through the livi APIs from time to time;
- (d) comply with any limitations as to the frequency or volume of data calls made through the livi APIs notified through the relevant Portal and/or other channels from time to time, including any livi API Fair Usage Policy;
- (e) maintain accurate records relating to your use of the Services, including information detailing your access to and processing of the livi Data (the "**API Records**"), in a secure environment readily accessible to us and any Regulator for the period of time specified by us from time to time; and
- (f) comply with all Applicable Laws in respect of your: (1) performance of your obligations under these Conditions; and (2) use of the livi APIs and the livi Data and in respect of the establishment and conduct of the TSP Business.

8.3 You shall, whenever requested by us, provide such information and assistance to us (including taking action as we instruct from time to time) in such manner as we may reasonably require for the purpose of addressing complaints, queries or questions we receive in relation to the TSP Business.

8.4 You acknowledge and agree that we shall have no obligation to but shall be entitled to, without obtaining any prior consent from you, monitor your access to and usage of the Services.



- 8.5 You shall comply with all Applicable Laws applicable to the performance of your obligations under these Conditions.
- 8.6 If, as a result of any act or omission attributable to you during the performance of your obligations under these Conditions, we or any of livi Group Member (1) are prevented from or delayed from performing all or any obligations or the cost of such performance increases; or (2) suffer any reasonable Loss arising out of, pursuant to or in connection with such act or omission, then any non-performance or delay in the performance of our obligations under these Conditions shall not constitute a breach of these Conditions and we shall be entitled to terminate these Conditions without further liability immediately upon giving notice to you. You shall indemnify us on demand all Loss and additional cost of performance of obligations which we or any of livi Group Member reasonably sustain or incur as a direct result of such act or omission.
- 8.7 You agree to indemnify and hold livi, its corporate affiliates, and their officers, directors, employees, and agents harmless from and against any loss, damage, liabilities, costs and expenses (including reasonable legal fees) sustained or incurred by any of them arising from or in connection with any claim in connection with the use of or reliance on livi Data provided or made available by you to any person as part of its services.

9. **Our Rights and Obligations**

- 9.1 We will operate and maintain the livi APIs with reasonable care and skill and in accordance with Applicable Laws. We may, in our sole discretion from time to time and with or without notice: (1) suspend, change, modify or replace any or all of the livi APIs; and (2) suspend, change, modify or replace any or all of the specific livi APIs that you are permitted to access. Where practicable, we will post information about such changes, modifications or replacements. You shall be responsible for using only the then-available livi APIs and ensuring that the TSP Systems remain compatible with such livi APIs, including with respect to technical specifications, the content and format of livi Data made available and other specifications for the livi APIs.
- 9.2 We may, in our discretion from time to time, suspend or limit your access to any or all of the livi APIs and/or your processing any or all livi Data, under the following circumstances:
- (a) we reasonably suspect that you may have breached these Conditions or Applicable Laws;
  - (b) your access to the livi APIs is disrupting or placing, or is reasonably likely to disrupt or place, excessive demands on the livi Systems;
  - (c) we detect any suspicious or abnormal activity in respect of your access to the livi APIs or any attempt to make unauthorized access to the livi API or the livi System through your Security Keys; or
  - (d) access to any or all of the livi APIs and/or processing any or all livi Data is causing or posing, or is reasonably likely to adversely impact our reputation or otherwise generate negative adverse publicity in respect of our business,

provided that, subject to Applicable Laws, we will notify you as soon as reasonably practicable following such suspension.



- 9.3 We may, in our discretion from time to time, carry out scheduled or unscheduled maintenance, upgrades or other servicing to the livi Systems and/or the livi APIs. You acknowledge and agree that such maintenance may result in your access to any or all of the livi APIs and/or processing any or all livi Data being suspended (whether for a fixed period or indefinitely), or the availability or performance of the livi APIs being reduced. Where practicable, we will post notification of such events in the applicable Portal where reasonably practicable.
- 9.4 You acknowledge that we and other livi Group Members are subject to certain requirements of Regulators, and further agree to, from time to time, permit us, other livi Group Members, their external auditors and/or the Regulators with reasonable access to Personnel, books, records, systems, facilities, controls, processes, procedures and/or other information in order to conduct assessment or audits of you relating to the performance of your obligations under these Conditions and for the purpose of our compliance with the ongoing monitoring obligations under the Open API Framework, Applicable Laws and/or Regulators' requests or demands.
- 9.5 We have the right to treat any instruction or communication using your personal credentials or Security Keys as instruction given by you, whether or not it is in fact given by you. Such instruction or communication 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 communication or the authenticity of such instruction or communication. Nevertheless, we reserve the right to require you to authenticate an instruction or communication by other personal credentials as we deem fit.

## 10. **Data Privacy**

- 10.1 You undertake to comply with all Applicable Laws relating to Personal Data in connection with the use, collection, processing, retention and transfer of Personal Data under or in connection with these Conditions.

### ***livi Data***

- 10.2 When utilizing and accessing the livi APIs and the livi Data for the TSP Business, you acknowledge and agree that: (1) in the event that you collect Personal Data of the TSP Customers other than those forming part of the livi Data, you shall make it explicit to the TSP Customers that the collection of such Personal Data by you is neither carried out by us or any other livi Group Members, nor directly related to any of our business; (2) shall not transfer, process, store or make accessible any Personal Data forming part of the livi Data outside Hong Kong without our prior written consent; and (3) shall not misuse, whether knowingly or otherwise, any Personal Data of customers of ours or any other livi Group Member.

### ***Your Personal Data***

- 10.3 We will use your data as explained in our ***Personal Information Collection Statement*** (as available at our website). You must ensure that every other individual (including your shareholders, directors, employees, etc) whose data you (or anyone else on your behalf) provide to us or any other livi Group Member (but excluding any TSP Customers) has been notified of, and has agreed to, the processing, disclosure and transfer of their information as set out in our ***Personal Information Collection Statement*** (as available at our website). You must at the same time inform such individuals that they have rights of access to, and correction of, their Personal Data.





## 11. **Reputation**

- 11.1 You acknowledge and agree that it is important to safeguard our reputation at all times during the continuance of these Conditions and shall ensure that your performance of your rights and obligations under these Conditions shall not damage or otherwise cause any negative effect to our reputation (whether caused by any act or omission of you or any third party).
- 11.2 You acknowledge and agree that in the event of any breach of Clause 11.1, damages alone may not be sufficient remedy for us and you undertake, at your cost and expense, to take such actions or refrain from taking such actions as may be reasonably requested by us to protect our reputation. In particular and to the extent not restricted by Applicable Laws, you undertake not to make any public announcement or public notice concerning any incident arising out of or in relation to the subject matter of these Conditions which has caused or may cause any negative effect to our reputation without first obtaining our prior written consent.

## 12. **Intellectual Property Rights**

- 12.1 Except as expressly provided in these Conditions, nothing in these Conditions will operate to assign, transfer, license or otherwise grant either party any right, title or interest in or to the other party's Intellectual Property Rights (whether existing or otherwise).
- 12.2 We shall own and continue to own all right, title and interest, including all related Intellectual Property Rights, in and to the relevant Portal, the livi APIs, the livi Data and the livi Marks.
- 12.3 The livi Marks are our sole and exclusive property and/or that of the livi Group Members and that all goodwill arising from the use of the livi Marks by you pursuant to these Collaboration Terms shall enure to our benefit and/or that of the livi Group Members. You shall not use the livi Marks without our prior written approval or sub-license any rights with respect to the livi Marks.
- 12.4 You hereby grant us a limited, royalty-free, non-transferable, non-exclusive licence to use the TSP Marks for the purpose of promoting the use of the relevant Portal and such other purposes connected to the promotion and development of the livi APIs as we may notify from time to time. We may not use the TSP Marks for any other purpose, but shall be entitled to sub-license those rights with respect to the TSP Marks to other livi Group Members for the sole purpose of these Conditions.
- 12.5 For the avoidance of doubt, nothing in these Conditions gives you any right or licence to use any livi Marks, except that you may make faithful reproduction, without alteration, and display any livi Marks in accordance with our branding guidelines as made available by us to you specifically for this purpose or as notified by us from time to time.

## 13. **Liability and Indemnity**

- 13.1 Unless caused by livi's fraud, willful misconduct or gross negligence without any default on your part, neither we nor any other livi Group Member will be liable to you or any third party (including any TSP Customer) for:
- (a) any delay or interruption in your having access to the Service, or any inability to use the Service;





- (b) any Loss, error, delay, misdirection, corruption or unauthorized alteration or interception of a message sent through the livi APIs or any other means, or any unauthorized access to the Service or information;
  - (c) any act or omission including any failure to execute or error in executing instructions of you or any TSP Customer;
  - (d) any error, malfunctioning, interruption, suspension or failure of any software, equipment or systems;
  - (e) anything, including any computer virus, which may impair the functions of a computer system;
  - (f) any Loss or damage arising from termination of any Service provided to you; or
  - (g) any Loss caused by any Force Majeure Event.
- 13.2 Unless caused by livi's fraud, willful misconduct or gross negligence without any default on your part, we and/or each other livi Group Members: (a) exclude any and all liability to any third party (including the TSP Customers); and/or (b) shall not be responsible for any Loss suffered by any third party (including the TSP Customers), arising out of or in connection with the Services, your use/misuse or processing of the Personal Data of any third party (including any TSP Customer) or livi Data or the conduct of the TSP Business, and you shall be solely responsible towards such third party. We shall not be liable to resolve any dispute between you and such third party in that regard.
- 13.3 We are in any event not liable for any indirect, special, incidental or consequential Losses, or for any loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure, regardless of whether or not such Losses are foreseeable.
- 13.4 The total aggregate liability of us and the other livi Group Members, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Conditions shall be limited in the aggregate to HK\$1,000.
- 13.5 Nothing in these Conditions limits or excludes either party's liability:
- (a) to the extent that it cannot be legally limited or excluded by Applicable Laws;
  - (b) for death or personal injury arising out of its negligence or that of its Personnel; and/or
  - (c) for Losses suffered by the other party arising out of the first party's (or its Personnel's) fraud or fraudulent statement.
- 13.6 We are not responsible for any third party charges you may incur (including any charges from your internet and telecommunication service providers) in relation to or arising from your access to the livi APIs or the livi Data.
- 13.7 You shall indemnify us and each other livi Group Members from and against any and all Loss suffered or incurred by us, each other livi Group Member and director, officer, employee, affiliate or agent of ours and such livi Group Member arising from or relating to:
- (a) any breach by you of these Conditions;



- (b) any misrepresentation (whether negligent, fraudulent or otherwise) of you or your Personnel in relation to any livi Group Member or any of its services or products; and/or
  - (c) any claim by any third party (including any TSP Customer) against us or any other livi Group Member arising out of or in connection with the Services, your use/misuse or processing of the Personal Data of any third party (including any TSP Customer) or livi Data or the conduct of the TSP Business, unless the same is caused by fraud, willful misconduct or gross negligence of ours or a livi Group Member without any default on your part.
- 13.8 You agree that, unless any TSP Customer acts fraudulently or with gross negligence, the TSP Customer shall not be responsible for any direct Loss suffered by him/her as a result of unauthorized transactions conducted through his/her account attributable to the relevant products and services. You shall indemnify the relevant TSP Customer against such direct Loss, unless the same is caused by fraud, willful misconduct or gross negligence of ours or a livi Group Member without any default on your part.
14. **Warranties, Representations and Undertakings**
- 14.1 Each party warrants, represents and undertakes to the other that:
- (a) it is validly incorporated and duly registered under Applicable Laws, and has the power necessary to conduct its business;
  - (b) it has full capacity and authority to enter into and to perform its obligations under these Conditions;
  - (c) neither the performance of its obligations nor the use or enjoyment of the benefit of that performance by the other party in accordance with these Conditions shall infringe the Intellectual Property Rights of any person;
  - (d) these Conditions have been agreed by a duly authorised representative of that party; and
  - (e) once agreed, these Conditions will constitute its legal, valid and binding obligations.
- 14.2 You further warrant, represent and undertake to us that:
- (a) you shall obtain and secure compliance with all necessary consents, licences and approvals of any relevant third parties in connection with these Conditions;
  - (b) you shall perform your obligations using suitably qualified and experienced, adequately trained and supervised Personnel;
  - (c) you shall make clear the associated risk and liability of your products and services to the TSP Customers and make clear that neither we nor any other livi Group Member is the provider of these products and services;
  - (d) you will only provide products and services for which you are properly licensed and in relation to which you otherwise meet and continue to meet all requirements under Applicable Laws;



- (e) you will only display and communicate the most up to date information about the livi Products and Services from time to time and, without limiting the generality of the foregoing, you will not misrepresent or mischaracterize the livi Products and Services in any way or publish or display inaccurate or incomplete information relating to livi Products and Services or the terms and conditions upon which they are available;
  - (f) all information provided by you in connection with your registration and application to access the livi APIs and subsequently in respect of our administration of the livi APIs and the livi Data is and will remain complete, accurate and truthful; and
  - (g) you have assessed and confirmed to your own satisfaction the suitability of the Services for your purposes.
- 14.3 To the maximum extent permitted by Applicable Laws, you waive any implied or statutory warranties or undertakings that may apply to the subject matter of these Conditions, including any representation, warranty or undertaking: (1) of merchantability or the Service's fitness for a particular purpose; or (2) that the Services will be available to you on an uninterrupted or error-free basis. Without limiting the generality of the foregoing, we do not guarantee the uninterrupted use of the Services and will not be liable to you or any other person for any Losses howsoever incurred as a result of any interruption to or unavailability of same.
- 14.4 Except as expressly provided under these Conditions, we do not make any representations or warranties to you, and we hereby exclude all conditions, terms, representations and warranties (whether express or implied) regarding any matter relating to the subject matter of these Conditions, including any representation or warranty in relation to any information provided or the results to be derived from the performance of our obligations, except to the extent expressly provided in these Conditions or to the extent that such conditions, terms, representations or warranties may not be excluded under Applicable Laws.
- 14.5 You acknowledge and agree that the Services will be provided on an "as is" and "as available" basis and that, except to the extent expressly provided for in these Conditions, we have not made any representations or provided any warranties or undertakings of any kind, express, implied or otherwise.
- 14.6 Unplanned system outages, interruptions or errors may occur from time to time. When these occur, we shall bear no liability for the resulting unavailability of the livi Systems and/or livi APIs or for any resultant errors, delay, mis-delivery or non-delivery of information or data caused by such system issues. We shall have no liability of any kind in any circumstances whatsoever to you in respect of the API Integration. In particular, we shall have no liability in any circumstances for any data loss or corruption or error caused by the API Integration or your accessing of the livi Systems, including for the consequences of any inability you may have in providing the TSP Business or other services to TSP Customers or to any other person.
15. **Termination and Suspension**
- 15.1 We may terminate these Conditions without further liability immediately upon giving notice to you.
- 15.2 We may suspend these Conditions immediately upon giving notice to you if:



- (a) you have committed any material or persistent breach of these Conditions;
  - (b) you are unable or admit inability to pay your debts as they fall due, suspend making payments on any of your debts or, by reason of actual or anticipated financial difficulties, commence negotiations with one or more of your creditors with a view to rescheduling any of your indebtedness;
  - (c) you become insolvent or take any step or action in connection with your entering administration, provisional liquidation or any composition or arrangement with your creditors (other than in relation to a solvent restructuring), are wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), have a receiver appointed to any of your assets or cease to carry on business or, if any step or action is taken in another jurisdiction in connection with any analogous procedure in the relevant jurisdiction;
  - (d) the continuance of a Force Majeure Event for 45 days or more; or
  - (e) you behave in a manner which in our reasonable opinion is likely to bring us or any other livi Group Member into disrepute or otherwise to compromise or adversely affect the reputation and standing of any livi Group Member.
- 15.3 Subject to Clauses 15.4 and 15.5 below, either party may terminate these Conditions immediately without further liability on giving notice to the other party if at any time these Conditions or either party's performance of its obligations under these Conditions becomes contrary to Applicable Laws.
- 15.4 Upon termination of these Conditions for any reason, you will, promptly following any request by us to do so, securely return or destroy all livi Data and Confidential Information in your possession in accordance with such directions as we may provide. You will promptly provide us with reasonably sufficient evidence to substantiate that you have complied with the requirements of this Clause.
- 15.5 Termination or expiry of these Conditions (or any part thereof) will not affect any rights accrued prior to termination or expiry.
16. **Force Majeure Event**
- 16.1 If a party is prevented from or delayed in performing any of its obligations under these Conditions by a Force Majeure Event then the relevant obligations under these Conditions shall be suspended for as long as the Force Majeure Event continues, but only to the extent that the party is prevented or delayed from performing.
- 16.2 The party affected by any Force Majeure Event shall promptly notify the other party in writing within 7 days of the nature and consequences of the applicable Force Majeure Event and how such event obstructs the performance of its obligations hereunder.
17. **Confidentiality**
- 17.1 Each party (the "**Receiving Party**") must keep all Confidential Information received from the other party (the "**Disclosing Party**") strictly confidential. The Receiving Party must not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party.



- 17.2 When you are the Receiving Party, you must exercise at least the same degree of care in protecting the Confidential Information of the Disclosing Party as you exercise with respect to your own confidential information, and when we are the Receiving Party, we must exercise a degree of care in protecting the Confidential Information of the Disclosing Party which is not less than the standard of care adopted by us generally for our customers' confidential information; but in any event the Receiving Party shall exercise not less than reasonable care.
- 17.3 Confidential Information must not be used by the Receiving Party for any purpose other than in connection with the subject matter of these Conditions.
- 17.4 The above obligations do not apply, however, to any Confidential Information which:
- (a) is in the public domain at the time of disclosure or later becomes part of the public domain through no fault of the Receiving Party;
  - (b) was already lawfully in the possession of the Receiving Party (with full right to disclose) prior to disclosure to it by the Disclosing Party, as proven by the contemporaneous written records of the Receiving Party;
  - (c) is disclosed to the Receiving Party by a third party who did not obtain the Confidential Information, directly or indirectly, from the Disclosing Party subject to any confidentiality obligation;
  - (d) is disclosed to any professional advisers, auditors, agents, holding companies, subsidiaries or affiliates (which shall include without limitation any subsidiary or affiliate of any holding company of the Receiving Party) of the Receiving Party on a need-to-know basis provided that the Receiving Party shall ensure that such third parties are under a duty of confidentiality to the Receiving Party;
  - (e) is at any time independently obtained or developed by the Receiving Party without the involvement, either directly or indirectly, of the Disclosing Party, as proven by the contemporaneous written records of the Receiving Party;
  - (f) is expressly authorized to be disclosed by prior written consent of the Disclosing Party; or
  - (g) is compelled or required by Applicable Law or Regulator to be disclosed (and where we are the Disclosing Party, the Receiving Party will, subject to Applicable Laws, give the Disclosing Party prompt notice to allow the Disclosing Party a reasonable opportunity to obtain a protective order or challenge such disclosure if appropriate).
- 17.5 Notwithstanding the foregoing, we shall be entitled to publish or arrange for publication of the fact that you have entered into these Conditions and is using and accessing the Portals, the livi APIs and/or the livi Data, as applicable, including to the extent required or recommended by any Regulator.
- 17.6 Confidential Information disclosed by the Disclosing Party (including any copies thereof) shall at all times remain the property of the Disclosing Party and, without limiting Clause 12, the Receiving Party hereby agrees and acknowledges that no right, property, title, interest, Intellectual Property Rights or licence, either express or implied, is hereby granted to the Receiving Party in respect of the Confidential Information (other than in accordance with these Conditions).



17.7 The Receiving Party shall forthwith, upon receipt of a written request from the Disclosing Party, return all Confidential Information received in tangible form to the Disclosing Party or destroy, in accordance with the instructions of the Disclosing Party, all such Confidential Information and all copies of it. The Receiving Party shall not retain any unauthorized copies or likenesses, but may retain a copy for compliance or document retention purposes or for the purposes of defending or maintaining any legal proceedings relating to these Conditions.

18. **Notices**

18.1 You shall send all notices under these Conditions to us at [openapi@livibank.com](mailto:openapi@livibank.com).

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

- (a) if posted in our mobile app or on our website, when it is so posted;
- (b) if sent by post, 2 business days after mailing to your address in Hong Kong on our record; or
- (c) if sent by electronic mail or SMS, when it is sent to your email address or mobile number on our record.

19. **Non-Exclusivity**

We shall be free to launch or enter into programmes for Open API Framework in Hong Kong and elsewhere with any third party and any affiliate of ours, including entering into collaboration relationships with third parties and any affiliate of ours, whether during the continuance of these Conditions or after the termination of these Conditions.

20. **Miscellaneous**

20.1 These Conditions constitute the entire agreement between the parties in relation to the subject matter herein and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to such subject matter (including any terms and conditions in relation to all or any part of the Services which you have previously agreed to).

20.2 Except as expressly provided in these Conditions, each party will pay its own costs incurred in connection with the performance of its obligations under these Conditions.

20.3 No provision of these Conditions creates a partnership between the parties or makes a party the agent of the other party for any purpose. A party has no authority to bind, to contract in the name of, or to create a liability for the other party in any way or for any purpose.

20.4 No failure or delay by a party to exercise any right or remedy provided under these Conditions or by Applicable Laws will constitute a waiver of that or any other right or remedy, nor will it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will prevent or restrict the further exercise of that or any other right or remedy.

20.5 If any provision of these Conditions is held by a court to be invalid, illegal or unenforceable and can be deleted without altering the essence of these Conditions, the invalid, illegal or



- unenforceable provision will be severed and the remaining provisions will remain in full force and effect. If the invalid, illegal or unenforceable provision cannot be deleted without altering the essence of these Conditions, we may, subject to Clause 1.9, amend these Conditions to remedy such invalidity, illegality or unenforceability (as appropriate).
- 20.6 Subject to Clause 1.9, no amendment, variation or waiver of these Conditions shall be valid unless it is in writing and duly executed by or on behalf of all of the parties to it. No variation shall constitute a general waiver of any provision of these Conditions nor shall it affect any rights or obligations under these Conditions which has already accrued up to the date of variation, and the rights and obligations of the parties under these Conditions shall remain in full force and effect, except and only to the extent that they are so varied.
- 20.7 You will, and will use all reasonable endeavours to procure that any necessary third party will, execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these Conditions.
- 20.8 Notwithstanding any other provision in these Conditions:
- (a) you will not without our prior written consent, assign, transfer, novate, part with or sub-contract any of your rights, responsibilities and/or obligations under these Conditions (in whole or in part) or delegate any of your responsibilities or obligations under these Conditions.
  - (b) we may assign, transfer, novate, part with or sub-contract any of our rights, responsibilities and/or obligations under these Conditions (in whole or in part) without your prior consent to any other livi Group Member.
- 20.9 Subject to Clause 20.11 below, a person who is not a party to these Conditions has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) (the "**Third Parties Ordinance**") to enforce or to enjoy the benefit of any term of these Conditions.
- 20.10 Notwithstanding any term of these Conditions, the consent of any person who is not a party to these Conditions is not required to rescind or vary these Conditions at any time.
- 20.11 Any director, officer, employee, affiliate or agent of ours and any livi Group Member may, by virtue of the Third Parties Ordinance, rely on any provision of these Conditions (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.
- 20.12 These Conditions and the relationship between the parties shall be governed by, and interpreted in accordance with, the laws of Hong Kong.
- 20.13 Any dispute, controversy, difference or claim arising out of or relating to these Conditions, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be submitted to the non-exclusive jurisdiction of the Courts of Hong Kong.
- 20.14 These Conditions are drafted in the English language. If any translation of these Conditions is made, the terms of the English version will prevail to the extent of any inconsistency.
21. **Definitions and Interpretation**
- 21.1 In these Conditions, unless the contrary intention appears:





- (a) the headings are inserted for convenience only and shall not affect construction;
- (b) the singular includes the plural and vice versa;
- (c) references to one gender include all genders;
- (d) references to any legislation includes all amendments, modifications, consolidations or re-enactments of or to that legislation from time to time;
- (e) references to a document are references to that document as amended or replaced from time to time;
- (f) a reference to a "**party**" is to the livi or the TSP (as applicable) and references to the "**parties**" are, in each case, to both of them;
- (g) reference to a "**day**":
  - (i) including within the phrase Business Day, shall mean a period of 24 hours running from midnight to immediately before the following midnight; and
  - (ii) where such day falls on a non-Business Day, shall be construed as referring to the next day that is a Business Day;
- (h) references to a time of day are to the time in Hong Kong;
- (i) mentioning anything after "**include**", "**includes**" or "**including**" does not limit the reference to anything else which might be included; and
- (j) other grammatical forms of defined words and expressions have corresponding meanings.

21.2 In these Conditions:

"**API Integration**" means the integration and connection as specified in Clauses 5 and 6 of these Conditions

"**Applicable Laws**" means in relation to either party, all laws, statutes, orders, rules, provisions, regulations, directives, and guidelines which have legal effect, whether local, national, international or otherwise existing from time to time, including all Regulator's rules, requirements, standards, guidelines and recommendations which have legal effect, applicable to a party or to rights or obligations under these Conditions;

"**Business Day**" means a day on which banks in Hong Kong are open for ordinary banking business (other than a Saturday, Sunday, a public or general holiday or any day on which a tropical cyclone warning signal no.8 or above is hoisted in Hong Kong before 9:00 a.m.);

"**Collaboration Terms**" means the terms and conditions relating to commercial and operational aspects of the parties' collaboration in relation to the TSP's usage of and access to Services, as a separate written agreement of the parties, referring to and incorporated into these Conditions;

"**Common Baseline**" means the common baseline in respect of the use of Open Banking API's published or endorsed from time to time by the Hong Kong Association of Banks;



**"Confidential Information"** means all information of a confidential nature disclosed in whatever format or media (and whether in writing, verbally or by any other means and whether the disclosure is made directly or indirectly, intended or unintended, or incidental) by a party to the other party whether before or after the date of these Conditions relating to a party. It includes, but is not limited to, any of the following:

- (a) all information that is marked or notified to the Receiving Party as being confidential, or which in the normal course of business would be considered to be of a confidential nature;
- (b) all information disclosed by a party in connection with the subject matter of these Conditions;
- (c) all information of livi or other livi Group Members relating to their business, operations, customers, employees, financial or other affairs including, without limitation, information relating to:-
  - (i) the marketing of any products or services including, without limitation, customer names and lists and any other details of customers, sales targets, sales statistics, market share statistics, prices, market research reports and surveys and advertising or other promotional materials;
  - (ii) product information, know-how and credit scoring software; or
  - (iii) future projects, business development or planning, commercial relationships and negotiations, market opportunities;

**"Control"** means with regard to an entity the legal, beneficial or equitable ownership, directly or indirectly, of 50% or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or the equivalent right under contract to control management decisions with regard to the relevant subjects, and **"Controlling"** and **"Controlled"** shall be defined accordingly;

**"Force Majeure Event"** means any event beyond the reasonable control of the affected party, including acts of God, expropriation or confiscation of facilities, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage, pandemic or riots and natural disasters, a third party, government or market disruption, provided that the affected party has taken reasonable precautions to mitigate its impact;

**"Good Industry Practice"** means the exercise of the level of skill, diligence, prudence, foresight and care appropriate to the TSP Business and the risks involved in the parties' collaboration;

**"HKMA"** means the Hong Kong Monetary Authority;

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

**"Intellectual Property Rights"** means patents, trademarks, service marks, logos, get up, trade names, internet domain names, rights in designs, copyright (including rights in computer software and preparatory design materials), moral rights, database rights, semiconductor topography rights, utility models, rights in confidential information and other intellectual property rights, in each case whether registered or unregistered and including



applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"**livi APIs**" means the application programming interfaces (each, an "**API**") made available by livi to the TSP through the relevant Portal from time to time;

"**livi Customer API Data**" means data relating to TSP Customers made available by livi (or other livi Group Members as directed by livi from time to time) to the TSP through the Phase III API from time to time, as set out in the Collaboration Agreement;

"**livi Data**" means the livi Product Data and/or the livi Customer API Data;

"**livi Product Data**" means the livi product data made available by livi (or other livi Group Members as directed by livi from time to time) to the TSP through the Phase I API from time to time;

"**livi API Fair Usage Policy**" means any policy concerning the number, volume or rate of API calls that are permitted in respect of a livi API, as published or notified by livi from time to time;

"**livi Group Member**" means livi and from time to time any entity Controlling, Controlled by, or under common Control with, livi;

"**livi Marks**" means livi's names, logos, marks and designs;

"**livi Products and Services**" means the products and services of livi or any other livi Group member for which the TSP has submitted for application;

"**livi Systems**" means the computer and telecommunications hardware, equipment and peripherals, software, networks, systems and facilities used by or on behalf of livi in connection with the operation and support of the livi APIs, including the Portals;

"**Loss**" means any and all loss, damages, liabilities, actions, proceedings, claims, demands, costs, expenses, charges, tax, duties, levies, interest, penalties, fines, assessments, and reimbursement orders (including all legal, professional and other expenses and amounts paid in settlement);

"**PDPO**" means Personal Data (Privacy) Ordinance (Cap. 486);

"**Permitted Purpose**" means the permitted purpose of using the livi Customer API Data as specified in the Collaboration Agreement;

"**Personal Data**" has the meaning given in the PDPO;

"**Personnel**" means employees, officers, representatives, agents, consultants, contractors, sub-contractors and their employees, officers, representatives, agents, consultants, contractors and sub-contractors;

"**Phase I of the Open API Framework**" means Phase I of the Open API Framework for the Banking Sector as stipulated and published by the HKMA, which involves API making product and service information available ("**Phase I API**");



**"Phase II of the Open API Framework"** means Phase II of the Open API Framework for the Banking Sector as stipulated and published by the HKMA, which involves API making and supporting subscriptions and new applications ("**Phase II API**");

**"Phase III of the Open API Framework"** means Phase III of the Open API Framework for the Banking Sector as stipulated and published by the HKMA, which involves API making available Customer information, including bank account, credit card and transaction information ("**Phase III API**");

**"Portal"** means the Sandbox Portal or the Production Portal, where applicable;

**"Production Portal"** means the live production environment operated by livi for the purpose of allowing the TSP to access livi APIs and use livi Data for the purpose of the TSP Business;

**"Regulator(s)"** means all governmental, statutory or regulatory bodies and any other competent authorities or entities in any jurisdiction having responsibility for the regulation or governance of any livi Group Member, the TSP, or the activities contemplated by these Conditions (or persons or entities appointed by or on the direction of such authorities and/or bodies and/or entities);

**"Regulatory Licences"** means licences, approvals, consents, permits, orders, approvals, consents, permits, certifications and authorisations and any Regulators' notifications and approvals, in each case, as they pertain to any Regulator of livi or the TSP;

**"Sandbox Portal"** means the testing environment operated from time to time by livi for the purpose of enabling the TSP to carry out testing of its application(s) and system(s) for potential use in relation to the livi APIs through the Production Portal;

**"Security Key"** means a Sandbox Token or a Production Token;

**"Term"** has the meaning given in the Collaboration Terms;

**"TSP Business"** means the specific products and/or services provided by the TSP utilizing the livi Data as approved by livi from time to time;

**"TSP Customer(s)"** means both existing and prospective customers of the TSP, including general visitors to or unregistered users of the TSP's websites or platforms; for the avoidance of doubt, TSP Customers may be existing customers of livi or any livi Group Member who make requests to or have communications with or submit information or applications through the TSP to livi or any other livi Group Member or otherwise deal with livi or any other livi Group Member through the TSP in connection with the collaboration;

**"TSP Group Member"** means the TSP and from time to time any entity Controlling, Controlled by, or under common Control with, the TSP;

**"TSP Marks"** means the TSP's names, logos, marks and designs;

**"TSP Supplied Data"** means the data provided, submitted and transferred to livi by the TSP through the livi APIs; and

**"TSP Systems"** means the TSP's computer and telecommunications hardware, equipment and peripherals, software, networks, systems and facilities used in connection with the TSP Business.



## Appendix 1

### Phase I Terms & Conditions

#### 1. Phase I of the Open API Framework

1.1 If your usage of and access to the Services is related to Phase I of the Open API Framework, the terms and conditions set out in this Appendix shall apply.

#### 2. Provision of livi Product Data

2.1 Subject to and in accordance with these Conditions, we grant you a limited, non-exclusive, revocable, as-is, non-transferable, non-sublicensable right to process, reproduce, store, use, distribute and display the livi Product Data electronically, in each case, solely for the purpose of conducting the TSP Business in accordance with Applicable Laws, provided always that you shall not, directly or indirectly or in collaboration with or by procuring any other person on your behalf:

- (a) sublicense, sell, transfer, assign, distribute or otherwise grant or enable access to all or any part of any livi Product Data (save in relation to displaying, in unaltered form, the livi Product Data to the TSP Customers in the ordinary course of the TSP Business and in accordance with these Conditions);
- (b) use livi Product Data for any business other than TSP Business, provide a service to any other business using livi Product Data or make all or any part of the livi Product Data available to any person other than the TSP Customers in the ordinary course of the TSP Business;
- (c) modify or create derivative works based on all or any part of the livi Product Data;
- (d) use any means other than livi APIs to retrieve, access or obtain data relating to livi Products and Services, including robots, spiders and "screen scraping"; and/or
- (e) access or use all or any part of the livi Product Data for any purpose other than as specifically provided for under these Conditions or in any manner that breaches Applicable Laws or the rights of any person.

2.2 Your right to use the livi Product Data shall be subject to such restrictions and other terms and conditions as we may notify from time to time, including any terms and conditions imposed by our suppliers and licensors of the livi Product Data in respect of the copying, display and/or aggregation of the livi Product Data.

2.3 You acknowledge and agree to immediately cease processing or using the livi Product Data upon suspension or termination of these Conditions for any reason.

2.4 Your access to the livi API and our provision of the livi Product Data is for the sole purpose of your operation and management of your own TSP Business, including sharing such data with the TSP Customers, on a non-reliance basis in all respects. We do not warrant the accuracy, timeliness, or completeness of the livi Product Data or whether the livi Product Data is fit for any purpose.



- 2.5 You undertake that you will not rely on the livi Product Data, and shall ensure that any third party that has received the livi Product Data (including the TSP Customers) will not rely on the livi Product Data, save and except for as provided under these Conditions.
- 2.6 You acknowledge and agree that, and shall ensure any third party who has received the livi Product Data (including the TSP Customers) acknowledge and agree that:
  - (a) the livi Product Data is provided on a non-reliance basis and we reserve the right to apply such other terms and conditions as we may consider fit if and when any third party submits any application to us after obtaining the livi Product Data;
  - (b) We shall not be liable to you or any third party for any Loss suffered by in connection with the relevant application, services or products in respect of which the livi Product Data is provided, whether as a result of you or any third party having relied on the livi Product Data in deciding whether to proceed with the application or otherwise; and
  - (c) if you or any third party so rely on the livi Product Data, you or such third party do so entirely at your or their own risk respectively.



## Appendix 2

### Phase II Terms & Conditions

#### 1. Phase II of the Open API Framework

1.1 If your usage of and access to the Services is related to Phase II of the Open API Framework, the terms and conditions under this Appendix shall apply.

1.2 Further to the above, depending on the Services you are using and accessing, the terms and conditions under the relevant Annex attached shall, in addition to these under this Appendix, be applicable, provided that we reserve the discretion to amend or modify or apply additional requirements to the Services under these Conditions as appropriate based on the risks involved in our collaboration with you.

#### 2. Your Duties and Obligations

##### 2.1 General

- (a) You shall ensure that:
  - (i) TSP Supplied Data is complete and accurate before being provided to us through the livi APIs; and
  - (ii) TSP Supplied Data will be provided to us in full compliance with our instructions and specifications for the relevant livi APIs.
- (b) You will promptly provide us with: (1) reports and information; and (2) access to relevant information, Personnel and records, in each case, is reasonably necessary for us to undertake reasonable monitoring of risks relating to the collaboration and your use of the Services and enable us to comply with Applicable Laws, including in respect of any collaboration in which you function as an intermediary in respect of livi Products and Services.
- (c) You shall comply with all policies, procedures and other requirements relating to the receipt of the Services and the collaboration specified in the Collaboration Terms, including in respect of the collection, processing and verification of the TSP Supplied Data.
- (d) You shall perform your obligations under these Conditions in a manner that enables us to meet our relevant requirements under Applicable Laws from time to time.

##### 2.2 Your Information

- (a) You shall provide documentation and information as reasonably required by us to enable us to carry out reasonable due diligence on you. If you fail to provide such documentation and information within the time period as maybe required by us from time to time, we are entitled to suspend or cancel any registration you have made with us.
- (b) You undertake to us that all and any documentation and information provided by you to us shall be truthful, accurate and complete, and shall promptly provide





updates of the documentation and information provided in the event of any material change or inaccuracy.

### 2.3 **Your Governance & General Risk Management**

- (a) You undertake that:
  - (i) you shall have in place (i) policies and procedures for managing risk; and (ii) internal control systems that are reasonably commensurate with the scale and complexity of the collaboration, and shall comply with such risk management policies and procedures at all times;
  - (ii) you shall perform your obligations in respect of the collaboration in a manner that enables us to meet our relevant regulatory requirements from time to time; and
  - (iii) you shall remain solely responsible for compliance with your obligations under these Conditions, notwithstanding any sub-contracting or outsourcing to any third party.

### 2.4 **Technology Risk Management and Cyber Security**

- (a) You shall have in place technology risk management policies and procedures that are reasonably commensurate with the scale and complexity of the TSP Business relevant to the collaboration under these Conditions.
- (b) You represent, warrant and undertake that:
  - (i) you have made appropriate application of industry practices to the development, testing and operation of relevant applications, systems and networks in compliance with your internal policies and procedures in respect of technology risk management, with Good Industry Practice and any specific technology risk management requirements set out in the Collaboration Terms;
  - (ii) you shall provide us with contact details of appropriate Personnel responsible for information security within your organization;
  - (iii) you shall notify us promptly of any disruption or unauthorized access to applications, systems and/or networks relating to the collaboration, and conduct regular monitoring of fraudulent website and apps by you and notify us promptly of any fraudulent website and apps; and
  - (iv) you shall perform, as soon as possible, remediation work necessary to address any failure of your applications, systems or networks to meet any of the requirements under this Paragraph 2.4.

### 2.5 **Data Protection**

- (a) Where you collect Personal Data on behalf of us or transfers the TSP Customer's Personal Data to us on behalf of the TSP Customer (including Personal Data forming part of the TSP Supplied Data) you shall:



- (i) collect Personal Data from the TSP Customers in relation to the collaboration in a fair and transparent manner that complies with the PDPO and all other Applicable Laws on data protection, including applicable codes of practice; and
  - (ii) have in place adequate policies, measures and procedures to protect the TSP Customers' information from unauthorized access, unauthorized retrieval, tampering and misuse, including appropriate restrictions on your Personnel's access to Personal Data.
- (b) You undertake that you shall:
  - (i) obtain the TSP Customers' explicit consent to the use and transfer of any Personal Data collected for the purposes of the collaboration and (where applicable) for any purpose other than the pursuit of the collaboration;
  - (ii) comply with your relevant data protection policies and procedures, including with respect to protecting the TSP Customers' information from unauthorized access, unauthorized retrieval, tampering and misuse and ensuring the accuracy of any customer information provided to us;
  - (iii) perform your obligations in respect of the collaboration in a manner that enables us to meet our relevant data protection requirements under Applicable Laws from time to time;
  - (iv) comply with the requirements of the PDPO and any applicable codes of practice in respect of the use, holding, processing and erasure of Personal Data in connection with the collaboration, including by making necessary (and appropriately prominent) notifications and obtaining necessary (and appropriately explicit) consents from TSP Customers in respect of: (i) transfers of Personal Data to us in relation to the collaboration for use and processing by us; and (ii) your retention of Personal Data for use and processing for the TSP Business purposes separate from the collaboration, and not make any misrepresentation with respect to such collection, processing and transfers;
  - (v) comply with your policies and procedures (as applicable to the collaboration) in respect of: (i) maintaining and managing data subject notifications and consents (including complying with withdrawals of consents); and (ii) data subject access and correction requests; and
  - (vi) promptly notify us of any loss or unauthorized access to or misuse of Personal Data relating to the collaboration.
- (c) Upon our request, you shall promptly provide copies of your personal information collection statements and other policies relating to the collection of Personal Data to us and provide us with information reasonably demonstrating your compliance with such policies and otherwise demonstrating that:
  - (i) the collection of Personal Data from consumers was carried out fairly, transparently and otherwise in accordance with the requirements of the PDPO;



- (ii) the Personal Data will be processed securely in accordance with the requirements of the PDPO and will only be used for the purposes for which the data has been lawfully collected; and
  - (iii) the consumers have consented to the transfer of their Personal Data to us for our marketing purposes in accordance with the requirements of the PDPO.
- (d) Upon our request, you shall promptly provide us with information reasonably demonstrating that you have adequate systems and procedures in place to receive and record consumers' choices to opt-out of receiving direct marketing and promptly communicate these opt-outs to us.
- (e) Upon our request from time to time, you shall promptly provide us with information concerning how you will promote Livi Products and Services in connection with the collaboration.
- (f) Upon our request from time to time, you shall promptly provide us with information concerning your complaint management system, as is relevant to the collaboration.
- (g) Upon our request from time to time, you shall promptly provide us with details of any outsourcing of the operation of the collection, processing and/or storage of Personal Data (and other relevant aspects of your site) and how you will ensure compliance with these Conditions in the case of any such outsourcing.

## 2.6 Customer Care and Business Practices

- (a) You hereby acknowledge, agree and undertake that you shall:
- (i) deal with customers in accordance with Applicable Laws and in accordance with Good Industry Practice, have an appropriate complaint management system in relation to the collaboration to provide the TSP Customers with reasonable channels to make complaints, submit claims and seek redress that are accessible, fair, accountable, timely and efficient, and notify us of: (1) customer complaints relating to the collaboration; and (2) any and all fraudulent incidents, unauthorized transactions and/or data leakage incidents relating to the collaboration, which you shall promptly handle and resolve, and shall provide reasonable assistance to us where necessary;
  - (ii) perform your obligations in respect of the collaboration in a manner that enables us to meet our relevant customer care requirements issued under Applicable Laws from time to time;
  - (iii) (1) prominently display a standard message specified by us (including a link to our webpage) in your user interface in order to distinguish which services are provided in collaboration with us and which services are not; and (2) where the TSP Customers' contact details and/or other Personal Data are collected by and passing through you to us for the latter to further approach the TSP Customer, clearly explain these arrangements in the screen flow and prominently display an educational message at your user interface upon such collection communicating to the TSP Customer that: (1) the TSP Customers should first authenticate the identity of the callers or senders who purport to be our representatives, using our hotlines for this purpose,



which can be found at our website or the HKMA's website, and (II) the most prudent way for the TSP Customers to continue the application process after authentication is to contact our representative using the phone number obtained from our authentication hotline;

- (iv) carry out regular monitoring for fraudulent websites, apps, emails or other fraud schemes related to you and (where relevant to the collaboration) promptly notify us and the public of such schemes as soon as reasonably practicable;
- (v) without limiting Paragraph 2.5(b)(ii), provide proper disclosure and adequate transparency to the TSP Customers in relation to the collaboration in a manner that meets our obligations and does not misrepresent Livi Products and Services; and
- (vi) perform regular monitoring and give prompt notification to the public and consumers for scams purporting to be operated by you.

## 2.7 Outsourcing

To the extent that the collaboration with you involves any outsourcing by you (including any outsourcing to any TSP Group Member), you shall ensure you retain sufficient control over the relevant operations and have undertaken appropriate risk management in relation to the selection of the third party and the implementation and monitoring of the sub-contracting or outsourcing arrangement.



## Annex A

### Phase II Collaborations – Simple Redirection

1. **Phase II of the API Collaboration – Simple Redirection**
- 1.1 The collaboration of simple redirection has the following characteristics (each, a "**Phase II Simple Redirection API Collaboration**"):
  - (a) you provide consumers with a link on your user interface (e.g. website, app, etc) which the consumers may use to access the livi Products and Services subscription site;
  - (b) you shall not: (1) provide us with any of the consumer's Personal Data; or (2) initiate an application for livi Products and Services on behalf of the consumer; and
  - (c) once the consumer has been redirected to livi Products and Services subscription site, the consumer may choose to initiate an application on their own behalf, and we manage the application process directly with the consumer.
2. **Your Duties and Obligations**
- 2.1 Upon our request, you must provide information to us regarding your monitoring in relation to system security or your relevant site, in particular how you will ensure that the consumers are not misled or misdirected to sites other than our relevant site.
- 2.2 Upon our request, you shall provide us with information concerning how you will promote livi Products and Services in connection with the collaboration, as required by us from time to time.
- 2.3 Upon our request, you must provide us with information concerning your complaint management system, as is relevant to the collaboration, as required by us from time to time.
- 2.4 Upon our request, you must provide details of any outsourcing of the operation of the link directing traffic to our site (and other relevant aspects of your site) and how you will ensure compliance with these Conditions and the Appendix in the case of any such outsourcing.



## Annex B

### Phase II Collaboration – Lead Generation

1. **Phase II of the API Collaboration – Lead Generation**
  - 1.1 We and you agree that the collaboration of lead generation under Phase II of the Open API Framework shall be as follows (each, a "**Phase II Lead Generation Collaboration**"):
    - (a) you collect contact details from the consumer (name, email address and phone number) and other non-sensitive Personal Data (such as reward scheme membership number and status);
    - (b) with the consumer's consent, you provide these details to us so that we may initiate communications with the consumer promoting livi Products and Services;
    - (c) you do not provide us with any of the consumer's Personal Data other than the contact details and other non-sensitive personal data; and
    - (d) once contacted through our marketing communications, the consumer may choose to initiate an application with us on their own behalf, and we manage the application process directly with the consumer.
2. **Your Duties and Obligations**
  - 2.1 You shall provide information to us regarding your monitoring in relation to system security or your relevant site, in particular how you will ensure that consumers are not misled or misdirected to sites other than to our relevant site.
3. **Data Protection**
  - 3.1 Where you collect Personal Data on our behalf (including Personal Data forming part of the TSP Supplied Data) or transfers any Personal Data to us pursuant to the collaboration, you shall:
    - (a) collect Personal Data from the TSP Customers in relation to the collaboration in a fair and transparent manner that complies with the PDPO, including applicable codes of practice and guidelines; and
    - (b) have in place adequate policies, measures and procedures to: (i) ensure that the Personal Data is complete, accurate and up to date; and (ii) protect the TSP Customers' information from unauthorized access, unauthorized retrieval, tampering and misuse, including appropriate restrictions on your Personnel's access to Personal Data.
  - 3.2 You undertake that you shall:
    - (a) obtain the TSP Customers' explicit consent to the use of any Personal Data collected for the purposes of the collaboration;
    - (b) comply with your relevant data protection policies and procedures, including with respect to protecting the TSP Customers' information from unauthorized access, unauthorized retrieval, tampering and misuse;



- (c) perform your obligations in respect of the collaboration in a manner that enables us to meet our relevant data protection requirements under Applicable Laws from time to time;
  - (d) comply with the requirements of the PDPO and any applicable codes of practice in respect of the use, holding, processing and erasure of Personal Data in connection with the collaboration, including by making necessary notifications and obtaining necessary consents from consumers in respect of the collection, processing and transfers of Personal Data to us in relation to the collaboration and not make any misrepresentations with respect to such collection, processing and transfers;
  - (e) comply with your policies and procedures (as applicable to the collaboration) in respect of: (i) maintaining and managing data subject notifications and consents (including complying with withdrawals of consents); and (ii) data subject access and correction requests; and
  - (f) promptly notify us of any loss or unauthorized access to or misuse of Personal Data relating to the collaboration.
- 3.3 Upon our request, you shall provide copies of your personal information collection statements and other policies relating to the collection of Personal Data to us and provide us with information reasonably demonstrating your compliance with such policies and otherwise demonstrating that:
- (a) the collection of Personal Data from consumers was carried out fairly, transparently and otherwise in accordance with the requirements of the PDPO;
  - (b) the Personal Data will be processed securely in accordance with the requirements of the PDPO and will only be used for the purposes for which the data has been lawfully collected; and
  - (c) the consumers have consented to the transfer of their Personal Data to us for our marketing purposes in accordance with the requirements of the PDPO.
- 3.4 Upon our request, you shall provide us with information reasonably demonstrating that you have adequate systems and procedures in place to receive and record consumers' choices to opt-out of receiving direct marketing and promptly communicate these opt-outs to us.
- 3.5 Upon our request, you shall provide us with information concerning how you will promote Livi Products and Services in connection with the collaboration, as required by us from time to time.
- 3.6 Upon our request, you shall provide us with information concerning your complaint management system, as is relevant to the collaboration, as required by us from time to time.
- 3.7 Where TSP Customers' Personal Data are collected by and transferred by you to us for the latter to further approach the TSP Customers, you must clearly explain these arrangements in the screen flow and display a prominent educational message that TSP Customers should first authenticate the identity of those who purport to be our representatives using our contact details for this purpose, which are provided by our website or the HKMA's website.
- 3.8 Upon our request, you shall provide us with details of any outsourcing of the operation of the collection, processing and/or storage of Personal Data (and other relevant aspects of





your site) and how you will ensure compliance with these Conditions in the case of any such outsourcing.



## Appendix 3

### **Phase III Terms & Conditions**

#### 1. **Phase III of the Open API Framework**

- 1.1 If your usage of and access to the Services is related to Phase III of the Open API Framework, the terms and conditions under this Appendix shall apply.
- 1.2 We reserve the discretion to amend or modify or apply additional requirements to the Services under these Conditions as appropriate based on the risks involved in our collaboration with you.

#### 2. **COLLECTION AND MANAGEMENT OF LIVI CUSTOMER API DATA CONSENT**

- 2.1 Before you access livi Customer API Data, you shall obtain and record the TSP Customer's consent and acceptance in accordance with livi's directions, including any specific direction made by livi in respect of the Phase III Banking Open API Standards where applicable ("**livi Customer API Data Consent**"). You acknowledge and agree that, subject to right of withdrawal by the TSP Customer, the duration of each livi Customer API Data Consent shall be as specified in the Collaboration Agreement or as determined by livi from time to time. livi shall not be responsible for the consequences of any lapse or revocation of any livi Customer API Data Consent (including any disruption or loss of use of the TSP Systems, TSP Business or any other service or facility you provide to any person in connection with the livi Customer API Data) or for any failure by any TSP Customer to renew or refresh any livi Customer API Data Consent which is necessary in order for the livi Customer API Data to be used for the purposes of the TSP Business.
- 2.2 You acknowledge and agree that you shall not use livi Customer API Data for the purpose of direct marketing of your or any third party's product or service without our prior written consent, and if such consent is granted, in the case of any livi Customer API Data that is Personal Data, without the relevant TSP Customer's prescribed consent in accordance with the PDPO.

#### 3. **LIVI CUSTOMER API DATA**

- 3.1 Subject to these Conditions, we grant you a royalty-free, non-exclusive, revocable, non-transferable and non-sublicensable right to access, disclose, display, process, reproduce, retain and use livi Customer API Data accessed by you through the livi API, solely as necessary for the Permitted Purpose (as specified in the Collaboration Agreement);
- 3.2 You shall comply with any directions or instructions issued by livi from time to time as regards the use of livi Customer API Data, the scope of livi Customer API Data to be shared, the security measures to be applied in respect of the livi Customer API Data and the duration for which the livi Customer API Data may be used and retained.
- 3.3 You shall not transfer the livi Customer API Data to any third party, and shall remove and destroy all records of such livi Customer API Data immediately after completion of the Permitted Purpose or on the instruction of livi.
- 3.4 If applicable, the provision and display of livi Customer API Data to and on the TSP System(s) shall be in such manner and language as required by livi from time to time.



3.5 You acknowledge and agree that, as between you and livi, the livi Customer API Data shall remain the property of livi and you will have no right to use or access the livi Customer API Data, subject to the limited right granted in this clause.

3.6 Without limit to any other restrictions, you shall comply with any specific additional restrictions specified by livi in relation to the livi Customer API Data, including, for example, implementing any technical or operational requirements or standards specified by livi or requirements relating to form in which livi Customer API Data is to be used (e.g. anonymised/pseudonymised).

#### 4. YOUR DUTIES AND OBLIGATIONS

##### 4.1 General

(a) Your access to the livi Customer API Data and our provision of the livi Customer API Data is for the Permitted Purpose only, for use in your operation and management of your own TSP Business, including sharing such data with the TSP Customers, on a non-reliance basis in all respects. We do not warrant the accuracy, timeliness, or completeness of the livi Customer API Data or whether the livi Customer API Data is fit for any purpose.

(b) You acknowledge and agree that, and shall ensure any third party who has received the livi Customer API Data (including the TSP Customers) acknowledge and agree that the livi Customer API Data is provided on a non-reliance basis.

(c) We shall not be liable to you or any third party for any Loss suffered by in connection with the relevant application, services or products in respect of which the livi Customer API Data is provided, whether as a result of you or any third party having relied on the livi Customer API Data in making any decision in respect of the purchase of any financial product, the pursuit of any transaction or otherwise.

(d) You will promptly provide us with: (1) reports and information; and (2) access to relevant information, Personnel and records, in each case, is reasonably necessary for us to undertake reasonable monitoring of risks relating to the collaboration and your use of the Services and enable us to comply with Applicable Laws, including in respect of any collaboration in which you function as an intermediary in respect of livi Products and Services.

(e) You shall comply with all policies, procedures and other requirements relating to the receipt of the Services and the collaboration specified in the Collaboration Terms, including in respect of the collection, processing and verification of the livi Customer API Data.

(f) You shall perform your obligations under these Conditions in a manner that enables us to meet our relevant requirements under Applicable Laws from time to time.

##### 4.2 Your Information

(a) You shall provide documentation and information as reasonably required by us to enable us to carry out reasonable due diligence on you. If you fail to provide such documentation and information within the time period as maybe required by us from time to time, we are entitled to suspend or cancel any registration you have made with us.



- (b) You undertake to us that all and any documentation and information provided by you to us shall be truthful, accurate and complete, and shall promptly provide updates of the documentation and information provided in the event of any material change or inaccuracy.

#### 4.3 **Your Governance & General Risk Management**

- (a) You undertake that:
  - (i) you shall have in place (i) policies and procedures for managing risk; and (ii) internal control systems that are reasonably commensurate with the scale and complexity of the collaboration, and shall comply with such risk management policies and procedures at all times;
  - (ii) you shall perform your obligations in respect of the collaboration in a manner that enables us to meet our relevant regulatory requirements from time to time; and
  - (iii) you shall remain solely responsible for compliance with your obligations under these Conditions, notwithstanding any sub-contracting or outsourcing to any third party.

#### 4.4 **Technology Risk Management and Cyber Security**

- (a) You shall have in place technology risk management policies and procedures that are reasonably commensurate with the scale and complexity of the TSP Business relevant to the collaboration under these Conditions, including with respect to technology risk areas such as customer authentication of access to APIs (having regard to the nature and level of risks of transaction(s) to be undertaken), customer consent management and compliance with the livi API Fair Usage Policies.
- (b) You represent, warrant and undertake that:
  - (i) you have made appropriate application of industry practices to the development, testing and operation of relevant applications, systems and networks in compliance with your internal policies and procedures in respect of technology risk management, with Good Industry Practice and any specific technology risk management requirements set out in the Collaboration Terms;
  - (ii) you shall provide us with contact details of appropriate Personnel responsible for information security within your organization;
  - (iii) you shall notify us promptly of any disruption or unauthorized access to applications, systems and/or networks relating to the collaboration, and conduct regular monitoring of fraudulent website and apps by you and notify us promptly of any fraudulent website and apps;
  - (iv) you shall perform, as soon as possible, remediation work necessary to address any failure of your applications, systems or networks to meet any of the requirements under this Paragraph 4.4;
  - (v) you will implement appropriate and effective security controls for Personnel that have access to sensitive livi Customer API Data, including maintaining



and reviewing audit logs and investigating, escalating and reporting incidents of potential misuse;

- (vi) you will carry out appropriate monitoring, identification, assessment and mitigation of fraudulent activities in relation to the usage of and access to APIs; and
- (vii) you will: (1) provide TSP Customers with a process to revoke their consent to sharing their data with you; (2) inform the TSP Customers of the consequences of their revocation of consent to share their data with you before you takes such action; and (3) notify us in the event of the active removal of a TSP Customer's account.

#### 4.5 Data relating to TSP Customers

- (a) You will collect Personal Data from the TSP Customers in relation to the collaboration in a fair and transparent manner that complies with the PDPO, including applicable codes of practice.
- (b) You have in place adequate and relevant policies, measures and procedures to: (i) maintain and manage data subject notifications and consents (including complying with withdrawals of consents); (ii) maintain and manage data subject access and correction requests; and (iii) protect the TSP Customers' information from unauthorized access, unauthorized retrieval, tampering and misuse, including appropriate restrictions on your Personnel's access to livi Customer API Data; and (iv) ensuring the accuracy of any customer information provided to us.
- (c) You undertake that you shall:
  - (i) obtain the TSP Customers' explicit consent to the use and transfer of any livi Customer API Data collected for the purposes of the collaboration and (where applicable) for any purpose other than the pursuit of the collaboration;
  - (ii) comply with your relevant data protection and information security policies and procedures, including with respect to protecting the TSP Customers' information from unauthorized access, unauthorized retrieval, tampering and misuse and ensuring the accuracy of any customer information provided to us;
  - (iii) perform your obligations in respect of the collaboration in a manner that enables us to meet our relevant data protection requirements under Applicable Laws from time to time;
  - (iv) ensure transparency to Customers in respect of the collection and use of data relating to TSP Customers in connection with the collaboration, including, in respect of Personal Data, by complying with the requirements of the PDPO and any applicable codes of practice in respect of the use, holding, processing and erasure of Personal Data in connection with the collaboration, including by:
    - (1) making necessary (and appropriately prominent) notifications to and obtaining, maintaining and allowing for the withdrawal of necessary



(and appropriately explicit) consents from TSP Customers in respect of: (A) transfers of data relating to TSP Customers in relation to the collaboration; and (B) your retention of data relating to TSP Customers for use and processing for your own business purposes separate from the collaboration, and not make any misrepresentation with respect to such collection, processing and transfers; and

- (2) complying with the requirements under Applicable Data Privacy Laws in respect of data minimisation;
  - (v) promptly notify us of any loss or unauthorized access to or misuse of data relating to TSP Customers relating to the collaboration; and
  - (vi) comply with any specific requirements we have agreed in respect of livi Customer API Data usage and data sharing, including obligations to process data in accordance with the purposes for which the data has been collected, such requirements being consistent with considerations under this clause and the risks of the collaboration.
- (d) Upon our request, you shall promptly provide copies of the TSP Customer consents, personal information collection statements and other policies relating to the collection of data relating to the TSP Customers to us and provide us with information reasonably demonstrating your compliance with such policies and otherwise demonstrating that:
- (i) the collection of data relating to TSP Customers from consumers was carried out fairly, transparently and, in the case of Personal Data, otherwise in accordance with the requirements of the PDPO;
  - (ii) the data relating to TSP Customers will be processed securely (in the case of Personal Data, in accordance with the requirements of the PDPO) and will only be used for the purposes for which the data has been lawfully collected; and
  - (iii) consumers have consented to the transfer of their Personal Data to us for our marketing purposes in accordance with the requirements of the PDPO.
- (e) Upon our request, you will promptly provide us with:
- (i) information reasonably demonstrating that you have adequate systems and procedures in place to receive and record choices to opt-out of receiving direct marketing and promptly communicate these opt-outs to us;
  - (ii) information concerning how you will promote livi Products and Services in connection with the collaboration, as required by us from time to time;
  - (iii) information concerning your complaint management system, as is relevant to the collaboration, as required by us from time to time; and
  - (iv) details of any outsourcing of the operation of the collection, processing and/or storage of data relating to TSP Customers (and other relevant aspects of your site) and how you will ensure compliance with these Conditions in the case of any such outsourcing.



- (f) You shall follow and strictly comply with the identity verification, security and communications protocols and procedures notified and any other instructions issued by us to you from time to time in respect of refreshing livi Customer API Data Consents, withdrawals of livi Customer API Data Consents and time periods for expiry of livi Customer API Data Consents, in respect of any API collaboration involving the authentication by you of the identity of TSP Customer and/or the communication by you of TSP Customer instructions on behalf of TSP Customer.

#### 4.6 Customer Care and Business Practices

- (a) You hereby acknowledge, agree and undertake that you shall:
  - (i) deal with customers in accordance with applicable laws and regulations and in accordance with Good Industry Practice, have an appropriate complaint management system in relation to the collaboration to provide the TSP Customers with reasonable channels to make complaints, submit claims and seek redress that are accessible, fair, accountable, timely and efficient, and notify us of: (1) customer complaints relating to the collaboration; and (2) any and all fraudulent incidents, unauthorized transactions and/or data leakage incidents relating to the collaboration, which you shall promptly handle and resolve, and shall provide reasonable assistance to us where necessary;
  - (ii) perform your obligations in respect of the collaboration in a manner that enables us to meet our relevant customer care requirements issued under Applicable Laws from time to time;
  - (iii) (1) prominently display a standard message specified by us (including a link to our webpage) in your user interface in order to distinguish which services are provided in collaboration with us and which services are not; and (2) where the TSP Customers' contact details and/or other data relating to TSP Customers are collected by and passing through you to us for the latter to further approach the TSP Customer, clearly explain these arrangements in the screen flow and prominently display an educational message at your user interface upon such collection communicating to the TSP Customer that: (A) the TSP Customers should first authenticate the identity of the callers or senders who purport to be our representatives, using our hotlines for this purpose, which can be found at our website or the HKMA's website, and (B) the most prudent way for the TSP Customers to continue the application process after authentication is to contact our representative using the phone number obtained from our authentication hotline;
  - (iv) carry out regular monitoring for fraudulent websites, apps, emails or other fraud schemes related to you and (where relevant to the collaboration) promptly notify us and the public of such schemes as soon as reasonably practicable;
  - (v) without limiting Paragraph 4.5(c)(ii) above, provide proper disclosure and adequate transparency to the TSP Customers in relation to the collaboration in a manner that meets our obligations, ensure the TSP's customer journey design enables informed decision-making by customers and does not misrepresent livi Products and Services;





- (vi) ensure that its interfaces, as they relate to the collaboration meet the needs of customers with disabilities;
- (vii) document clear principles of liability and settlement, customer complaint and redress management arrangements with livi for compensating customers' losses arising from customer complaints, unauthorized transactions and other disputes in relation to the API collaboration, with clear communication to customers at the outset. livi and you will agree to terms and conditions addressing issues such as (1) the circumstances in which either party will be liable for unauthorized transactions; (2) the mechanism for resolving disputes in relation to the parties' liability; and (3) the arrangements for paying compensation to the TSP Customer pending resolution of any dispute. Such arrangement should adhere to the principle that a customer should not be responsible for any direct loss suffered by him/her as a result of unauthorized transactions conducted through his/her account attributable to the products or services offered under the API collaboration unless the TSP Customer acts fraudulently or with gross negligence; and
- (viii) perform regular monitoring and give prompt notification to the public and consumers for scams purporting to be operated by you.

#### 4.7 Outsourcing

To the extent that the collaboration with you involves any outsourcing by you (including any outsourcing to any TSP Group Member), you shall ensure you retain sufficient control over the relevant operations and have undertaken appropriate risk management in relation to the selection of the third party and the implementation and monitoring of the sub-contracting or outsourcing arrangement. You shall remain fully and primarily responsible for any obligations under these Conditions and for all acts or omissions of your subcontractors or agents. Nothing in these Conditions shall be construed to create any contractual relationship between livi and the subcontractors or agents aforementioned, except as may be otherwise required by Applicable Law.