

## **Payment Methods Terms of Use**

### **(EEA REGION)**

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## Payment Methods Terms of Use

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### Chapter 1: General & Common Terms

This document (the “**Terms of Use**” or “**ToU**”) sets out the terms relevant to certain Payment Methods that are sourced by Alipay and made available to the Merchant.

The Payment Method Terms of Use pertain to certain Payment Method specific requirements and obligations relating to certain Payment Methods that are to be followed and/or implemented as applicable by the Merchant to the extent that the Merchant has selected the relevant Payment Methods as set out in the Agreement with Alipay in order to access, use or make available such Payment Methods.

Capitalised words within these Terms of Use shall have the meaning as provided for within the AMS Terms Definitions;

In the event of any conflict between the provisions of these Terms of Use and the provisions of the Agreement, these Terms of Use will prevail;

For Payment Methods that involve the re-direction of the User to their online banking page (“**Redirect Payment Methods**”) the User must recognize this via the display of the bank’s URL in the address line of the browser and visibility of the relevant security certificate. In particular with regard to Redirect Payment Methods, the Merchant may not use any i-frames when integrating the Payment Method within the payment process. The parties understand the term “i-frame” to designate a technology by means of which a HTML document is embedded inside another HTML document on a website of the Merchant whereby a User may be led to believe the contents are those of a third party rather than the Merchant.

The Merchant acknowledges that each Payment Method may be subject to certain characteristic limitations (such as minimum or maximum Transaction limit, service modes or supported Refund or Chargeback period) as may be determined by the Payment Method Provider or Alipay and published in Alipay’s technical documentation centre.

The Merchant acknowledges that the execution of a payment Transaction via individual Payment Methods and the possibility of a User to cancel or revoke a payment Transaction are subject to the terms and conditions of the respective bank with which the User holds an account over which Alipay has no influence or control. The Merchant accepts that such general terms and conditions of corresponding banks are subject to change at any time and that such changes may impact the execution or fulfilment of Transactions.

### Chapter 2: Payment Methods - Specific Terms

The following specific terms apply to Merchants that enable the relevant Payment Methods as set out below:

#### 1. ALIPAY CHINA WALLET

##### A. Definitions

“**Alipay Account**” means an account allocated to an Alipay User by Alipay or its Affiliates upon completion of registration in accordance with Relevant Laws and internal policies.

“**Alipay Services**” means AMS Services in relation to Transactions for Alipay China Wallet.

“**Alipay User**” means an individual who has completed Alipay’s or Alipay’s Affiliate’s membership registration process and has opened an Alipay Account.

“**PRC**” means the People’s Republic of China, but for the purposes of this Agreement does not include Taiwan, Hong Kong Special Administrative Region and Macao Special Administrative Region.

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“RMB” means Ren Min Bi being the lawful currency of the PRC.

### B. Specific Terms

- a. Merchant Information. The Merchant shall provide the Due Diligence Information as required by Alipay during the onboarding due diligence process and where reasonably requested by Alipay at any time, including all the information set out in the table below. The Merchant further undertakes to notify Alipay of any changes to the Due Diligence Information as soon as reasonably practicable following such change. Failure to provide such information may result in the inability on the part of Alipay to provide the Alipay Services to Merchant.

<b><u>Merchant Information</u></b>	
<b>Merchants (in-store)</b>	<b>Merchants (online)</b>
<ul style="list-style-type: none"> <li>· Merchant ID</li> <li>· Merchant legal name (registered name)</li> <li>· Registration number</li> <li>· Merchant type (corporate / individual)</li> <li>· Registered Country/Region</li> <li>· Merchant MCC</li> <li>· Registered address</li> <li>· Store name</li> <li>· Store ID</li> <li>· Store country/Region</li> <li>· Store address</li> <li>· Store MCC</li> <li>· To the extent commercially practicable, any other relevant Merchant information as reasonably requested by Alipay from time to time for the purpose of fulfilling any regulatory requirement and investigation or verification of any Transactions</li> </ul>	<ul style="list-style-type: none"> <li>· Merchant ID</li> <li>· Merchant legal name (registered name)</li> <li>· Registration number</li> <li>· Merchant type (corporate/individual)</li> <li>· Registered Country/Region</li> <li>· Registered address</li> <li>· Domain name of Merchants’ website (or the App download URL of online sites)</li> <li>· MCC</li> <li>· To the extent commercially practicable, any other relevant Merchant information as reasonably requested by Alipay from time to time</li> </ul>

- b. Information Sharing. The Merchant agrees that all information disclosed to Alipay in connection with this Agreement or to any Affiliate of Alipay pursuant to an agreement with such Affiliate, whether relating to the Merchant or its affiliated persons, can and will be mutually shared between Alipay and any Affiliates of Alipay for the purpose of enabling the provision of Alipay Services to the Merchant or for the business purposes of any Affiliates of Alipay.
- c. Auto Debit. The Merchant must complete and submit to Alipay the “Application for Alipay Auto Debit Service” and Alipay must have provided notification to the Merchant that the Merchant can use Auto Debit before the Merchant can use Auto Debit with respect to the Alipay China Wallet.
- d. Mandatory Transaction Information.
- i. The Merchant agrees to provide (to the extent practicable) all necessary records and information for each Payment submitted by the Merchant (“**Mandatory Transaction Information**”) as set forth in the table below (as amended and notified to the Merchant from time to time), or such information no less than what would reasonably be expected

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from other international card association processing transactions under a similar business model as contemplated hereunder by Alipay under Alipay Services, and represents and warrants that such Mandatory Transaction Information provided to Alipay is true and complete.

The Mandatory Transaction Information includes but not limited to the following:

<b><u>Mandatory Transaction Information</u></b>	
<b>If the Transaction relates to goods then the following Mandatory Transaction Information must be provided:</b>	<ul style="list-style-type: none"><li>• Goods title (to the extent practicable)</li><li>• Quantity of goods (to the extent practicable)</li><li>• Transaction currency</li><li>• Transaction amount</li><li>• Transaction time</li><li>• Full name of the Merchant</li></ul>
<b>If the Transaction relates to services then the following Mandatory Transaction Information must be provided:</b>	<ul style="list-style-type: none"><li>• Service type (to the extent practicable)</li><li>• Quantity of service (e.g. number of flights, number of hotel nights) (to the extent practicable)</li><li>• Transaction currency</li><li>• Transaction amount</li><li>• Transaction time</li><li>• Full name of the Merchant</li><li>• Information for specific types of transaction (to the extent practicable):<ol style="list-style-type: none"><li>1. Air Ticket: Flight time and number</li><li>2. Accommodation: Hotel name, Check-in time</li><li>3. Study abroad: Letter of admission</li></ol></li></ul>

- ii. Alipay is not obliged to provide the Merchant with Alipay Services unless Alipay receives the Mandatory Transaction Information for each Transaction submitted to Alipay.
- iii. Alipay shall not be responsible for any claim or liability that a Merchant or the relevant Alipay User may seek from the Merchant in the event of a delay in processing a Payment due to incomplete Mandatory Transaction Information provided to Alipay.
- iv. To the extent commercially practicable, Alipay (and its Affiliates) reserves the right, at any time, to reasonably request Transaction Data by written notice to review, evaluate, investigate or verify such Transaction Data. The Merchants will fully cooperate with Alipay or its Affiliates in a manner which is reasonably necessary to enable Alipay to comply with Relevant Laws or Alipay's internal policies. In the event that the Merchant fails to provide any Transaction Data requested by Alipay or its Affiliates within the timeframe specified in the notice from Alipay, Alipay may exercise its right of termination or suspension.
- e. Information Accuracy and Changes. The Merchant is responsible for ensuring that all of the information disclosed to Alipay in connection with the Agreement is materially true, accurate and complete. The Merchant will promptly inform Alipay of any action or event of which it

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becomes aware that has the effect of making materially inaccurate, any of the Merchant's representations or warranties.

- f. Storage of Transaction Information. The Merchant shall establish and maintain an effective and adequate system to record information regarding each Transaction (the "**Transaction Information**"). To the extent permissible by the applicable jurisdictions to which the Merchant is subject, the Merchant will maintain the Transaction Information for each Transaction for a period of five years after the completion of the Transaction.
- g. Request for Transaction Information. Notwithstanding any other provisions of the Agreement, Alipay (and its Affiliates) reserves the right, at any time, to reasonably request Transaction Information by written notice to review, evaluate, investigate or verify such Transaction Information. The Merchant will, and procure that its Merchants will fully cooperate with Alipay or its Affiliates in a manner which is reasonably necessary to enable Alipay to comply with Relevant Laws or Alipay's internal policies. In the event that the Merchant fails to provide any Transaction Information requested by Alipay or its Affiliates within the timeframe specified in the notice from Alipay, Alipay may exercise its right of termination or suspension.
- h. Access. Subject to any legal restrictions under Relevant Law, the Merchant will ensure that Alipay, the relevant service providers of Alipay and/or regulatory or governmental authorities having jurisdiction over Alipay be provided with or granted access to, the relevant Transaction Data including but not limited to information on the product, the transaction amount, currency, time and counterparties to each Transaction, within three (3) Common Business Days of Alipay's request. Subject to any restriction under Relevant Law, Alipay will advise the Merchant of the names of such service providers or regulatory/governmental authorities and the subject matter to which such requests relate.
- i. Prohibited and Restricted Products.
- i. The Merchant fully acknowledges that Alipay must not provide Alipay Services with respect to any Transaction which is prohibited by this Agreement (including Payments in relation to any prohibited goods and services in the Prohibited and Restricted Products List) or Relevant Law, or violates Alipay's internal policies. The Merchant will provide Alipay with the information about its products or services as reasonably requested by Alipay from time to time. In addition to the Prohibited Product List, the Merchants shall not sell products where such products contain articles prohibited from being sold to Alipay Users under Relevant Law, including without limitation the products listed below to the extent applicable in relation to Transactions concerning Alipay China Wallet, which may be updated by Alipay and notified to the Merchant from time to time (together, "**Prohibited Products**").

<b>Additional Prohibited Products under Alipay China Wallet</b>	
1	Military, defense or police equipment
2	Asbestos and products containing asbestos
3	Ozone depleting materials
4	Medical toxic drugs, radiopharmaceuticals and special pharmaceutical products
5	Aphrodisiacs, diet pills and health products containing prohibited ingredients
6	Fetal gender determination products or services
7	COVID-19 test kits
8	Seeds
9	Archaeological and cultural heritage relics
10	Trading in tax invoices issued within the PRC

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11	Counterfeit currency
12	Trading or distribution of currency (both RMB and foreign currencies including crypto-currencies)
13	Antiques and artwork
14	Banking products and services (including all types of loans)
15	Insurance products and platforms
16	Stocks and securities
17	Mutual Funds
18	Pawn services
19	Illegal sale of financial information (e.g. bank accounts, bank cards)
20	Sale of payment acceptance terminals
21	Cashback from Alipay account
22	Rebate or cashback services
23	Foreign exchange services
24	Gold investment
25	Peer to peer (P2P) lending services
26	Crowd funding
27	Multi-purpose stored value cards
28	Other financial products and intermediary services (e.g. guarantee and trust services)
29	Software or products related to trading of financial products and investment information
30	Illegal tools (e.g. lock picking tools and accessories)
31	VPN service
32	Mass distribution equipment, software and services
33	Illegal publication of certificates or carving of stamps
34	Debt collection services
35	Crude oil
36	Lucky draws
37	Sale, resale or distribution of event tickets without license (e.g. Olympic Games or World Expo tickets)
38	All religious websites, publications or accessories
39	Online cemeteries and ancestry worshipping
40	Immigration services (including agents and intermediaries)
41	Webcast and live streaming services (being activities that release real-time information to the public in the form of video, audio, graphics and words via internet (excluding sale of goods via webcasting on e-commerce platforms))
42	Other goods or services that violate relevant PRC laws and regulations or adversely affect the reputation of Ant Group

- ii. Unless with the prior written consent of Alipay, the Merchant shall not sell any product where such product is identified by Alipay as a restricted product, including without limitation the products listed below which may be updated by Alipay and notified to the Merchant from time to time (together, “**Restricted Products**”).

<b>Additional Restricted Products under Alipay China Wallet</b>	
1.	Prepaid cards and top-ups (including gift cards and other stored value cards)
2.	Online Gaming
3.	Medical beauty services (offline)
4.	Property leasing

- iii. The Merchant will ensure that no Transaction being submitted for Alipay’s processing involves or relates to any Prohibited Products or, in the case of Restricted Products,

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Restricted Products without Alipay's prior written consent ("**Prohibited Transaction**"). Alipay will have the right to refuse to provide Alipay Services with respect to any Prohibited Transaction, and exercise its right to immediately suspend or terminate Alipay Services (in part or in full). The Merchant will indemnify and hold Alipay harmless for any damages, losses and liabilities that Alipay may suffer arising from or in connection with such Prohibited Transactions.

- iv. If Alipay reasonably believes that any Transaction is a Prohibited Transaction or the Merchant is in breach of any terms and conditions set forth in this Agreement, and the Merchant fails to respond to information request from Alipay in relation to any Transaction within a reasonable time, Alipay has the right to withhold settlement and/or to suspend the relevant Transaction.

## 2. ALIPAY+ PAYMENT METHODS

(including:

**in Hong Kong:** AlipayHK (Hong Kong);

**in Indonesia:** DANA; DOKU; Kredivo;

**in Korea:** Kakaopay (Wallet Balance); Kakaopay (Wallet Balance and South Korean Card); NAVER Pay (Wallet Balance); NAVER Pay (Wallet Balance and South Korean Card); Toss Pay (Wallet Balance); and Toss Pay (Wallet Balance and South Korean Card)

**in Malaysia:** Boost; and Touch 'n Go eWallet;

**in Philippines:** Akulaku PayLater (Philippines); BillEase; BPI; GCash; Maya (*fka* PayMaya);

**in Singapore:** GrabPay (Singapore);

**in Thailand:** Bualuang mBanking; Rabbit LINE Pay; and TrueMoney Wallet)

### a. Specific Terms applicable to all Alipay+ Payment Methods

#### i. Non-Discrimination

- A. Subject to compliance with Relevant Laws, the Merchant shall not decline to accept any available Alipay+ Payment Method (including future Alipay+ Payment Methods).
- B. The Merchant undertakes to treat the respective Payment Methods at least equally in relation to each other and in relation to other Payment Methods in its Online Store and Merchant Outlet (as applicable), in particular with respect to advertising, marketing or promoting such Payment Methods in a manner that could not reasonably be held to unfairly position or disadvantage one Payment Method from another based on the display of marks or other branding. The respective Payment Methods must be listed separately during the selection of payment options.

- ii. The Merchant shall display the Alipay+ Brand Mark on marketing materials related to AMS. The Merchant shall sufficiently identify itself in all materials (including images, sound or through any other medium) which bear, use or refer to the Alipay+ Brand Mark, and must not use the Alipay+ Brand Mark to promote or denote any product or services that is not related to AMS.

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- iii. Additional Merchant onboarding requirements apply for certain Alipay+ Payment Methods. In this regard, Merchant shall provide all information requested by Alipay (including, but not limited to, information regarding the goods and services provided by the Merchant, and any compliance, fraud or risk controls implemented by the Merchant) and represents and warrants to Alipay that such information is true, correct, complete and up-to-date.

### Risk remediation

- iv. Excessive levels of fraud, Escalations, Chargebacks and Refunds are indications of the Merchant's inability to provide its goods and services within Users' expectations and create additional work and costs for all parties involved in the Payment System. Alipay will monitor Chargebacks, Escalations, fraud and Refunds levels of the Merchants and notify the Merchant if the Merchant:
  - A. meets or exceeds both of the following fraud programme thresholds for any calendar month:
    - a. USD 40,000 fraud amount; and
    - b. 0.6% fraud amount-to-total Transaction Value ratio;
  - B. meets or exceeds both of the following prohibited risk programme thresholds for any calendar month:
    - a. 0.6% prohibited risk Transaction Value-to-total Transaction Value ratio; and
    - b. 0.6% prohibited risk merchant count-to-total merchant count ratio; or
  - C. meets or exceeds a 0.6% chargeback count-to-total transaction count ratio for any calendar month,where such thresholds are set and enforced from time to time in accordance with applicable Scheme Requirements.
- v. If the Merchant receives a notification from Alipay pursuant to Clause iv above or has any illegal content on its website or mobile application and Alipay reasonably requests that the Merchant implements risk remediation measures/or risk control and procedures to limit any exposures to unauthorised or fraudulent transactions, the Merchant must do so. Alipay may suspend all or part of the AMS Service whilst the Merchant puts in place these measures.

### Toss Pay

- vi. The Merchant shall comply with Toss Pay's operational policies published from time to time by the Payment Method Provider of Toss Pay, including that the Merchant shall not use Toss Pay to accept payment for products or services prohibited or restricted by Toss Pay's Payment Method Provider as set out in the following webpage: <https://toss.im/docs/10290>.

### Naver Pay

- vi. The Merchant shall not use Naver Pay to accept payment for products or services prohibited or restricted by Naver Pay's Payment Method Provider as set out in the following webpage: <https://admin.pay.naver.com/introduction/restrictedPayment>.

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### CARD PAYMENT

#### 3. GLOBAL: VISA AND MASTERCARD

##### a. Definitions

**“Assessments”** means any assessments, fines, fees, charges or expenses of any nature which a Payment System Operator levies on Alipay or the Merchant at any time, directly or indirectly, in relation to any aspect of Alipay’s relationship with the Merchant under the Agreement including in respect of any Transaction or Payment.

**“Authorisation”** means the process whereby a User (or the Merchant on a User’s behalf) requests, via Alipay, permission for a Payment Method to be used for a particular purchase of the Merchant’s products/services.

**“Card Issuer”** means an institution that issues Credit and Debit Cards to the User and whose name appears on the Credit or Debit Card or bank account statement as the issuer or who enters into a contractual relationship with the User with respect to the Credit or Debit Card.

**“Interchange Fees”** means the fees which are set out by the Credit and Debit Payment System Operators and are paid in full by Alipay on a pass-through basis with no additional charges applied from Alipay.

**“Merchant Liabilities”** means any debt, liability and/or Losses attributable to the Merchant in relation to the Agreement, including fees, Chargebacks, Refunds, reversed Transactions, Assessments, and/or any Losses arising out of or in connection with any AMS Services.

**“PCI SSC”** means Payment Card Industry Security Standards Council.

**“Reported Fraud Ratio”** means the value of fraud advises reported to Alipay by the Payment Method Provider and/or the Payment Scheme Operator divided by the gross sales value, calculated on a monthly basis.

**“Sensitive Authentication Data”** means security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate Users and/or Authorise Transactions.

##### b. Specific Terms

- i. Credit and Debit Card Payment Methods include the details which are given to Users by card issuers and also any tokenised use of such details (for example, through Apple Pay or Google Pay).
- ii. Support for each Credit and Debit Card is subject to acceptance by the relevant Payment System Operator and/or the relevant Credit and Debit Card acquirer (if applicable). This may be withheld or withdrawn at any time at their discretion, and may be conditional upon the Merchant entering into a direct agreement with such Payment System Operator and/or acquirer. Alipay may suspend or terminate the AMS Services relating to a Payment Method when the relevant Payment System Operator and/or acquirer withhold or withdraw their support for that Payment Method.
- iii. Alipay shall be entitled to (1) pass through any increases to existing Payment System Operator fees and/or Card Issuer fees (including Interchange Fees) and to the extent a new fee is introduced by

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- a Payment System Operator and/or a Card Issuer, and (2) in each case amend the Service Fee in the Agreement unilaterally to reflect the increase/new fees.
- iv. By using the Credit and Debit Card Payment Methods, the Merchant represents, warrants and covenants to Alipay, at all times during the duration of the Agreement, that:
- A. is a bona fide business, is financially responsible and only uses the Credit and Debit Card AMS Service for its own business and does not allow anyone else to access and/or use it;
  - B. it will not use the Credit and Debit Card AMS Services in a manner which could (1) cause Alipay to be in breach of Applicable Law, Sanctions or Scheme Requirements, (2) damage the reputation of Alipay and/or the relevant Payment System Operator(s), or (3) affect Alipay's compliance with PCI DSS;
  - C. it would not use the Credit and Debit Card Payment Method for products or services which are delivered more than 6 months after the date of the transaction unless Alipay has explicitly consented to this;
  - D. the Merchant's website, business and terms and conditions, including its refund policy, comply with the Applicable Laws and Scheme requirements;
  - E. the Merchant (1) is registered to do business in the EEA and holds the requisite permits to operate in the EEA; (2) has a local address in EEA for correspondence and acceptance of judicial process, other than just a post-office box or mail-forwarding address; (3) is registered to pay taxes in the EEA (where required) in relation to its sales activity and complies with relevant tax laws in its jurisdiction of incorporation; and (4) satisfies the domesticity requirements to qualify as a merchant location / merchant outlet in the EEA as imposed by the Payment System Operator for the relevant Credit and Debit Card from time to time; and
  - F. the Merchant has never: (i) committed fraud; (ii) been terminated by an acquirer; or (iii) been asked to terminate its agreement with an acquirer.
- v. The Merchant agrees, in connection with Transactions processed via Credit and Debit Cards, that it will comply with any and all Scheme Requirements for the relevant Payment Method, as may be amended from time to time. Such Scheme Requirements and other requirements may be provided by the Payment Method Providers or Payment Systems on their website. The Merchant acknowledges that it has read, and will regularly review, the Scheme Requirements to ensure its continued compliance with Scheme Requirements. Where the Merchant finds the Scheme Requirement to be unacceptable, the Merchant is free at any point to stop using the relevant Payment Method (however, the Scheme Requirements and terms of the Agreement remains applicable for Transactions already processed). Upon request by Alipay, the Merchant shall provide assistance to investigate any actual or suspected breach of the Scheme Requirements and where necessary, remedy the breach.
- vi. The Merchant's website must clearly and prominently display all information required by Alipay and the Scheme Requirements.
- vii. In the event of any change or addition to the website and/or application notified to Alipay during your merchant onboarding and/or when enabling Payment by Credit and Debit Cards via the AMS

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Service, the Merchant shall seek Alipay's written consent prior to using the AMS Service via the amended or new website and/or application.

- viii. The Merchant must follow the Scheme Requirements for authenticating Payments, including using 3-D Secure where it is supported by the Payment Method being used for all e-commerce card (or any other payment instrument) payments where the Payment System Operator(s) uses this method of authentication. If you do not use 3-D Secure:
  - A. this may mean that the Payment will not be accepted (but the use of 3-D Secure does not guarantee the acceptance of the Payment);
  - B. there may be a higher fee associated with the Payment; and/or
  - C. a Government Authority acting in accordance with Applicable Law or a Payment System Operator may impose other restrictions and/or penalties, which the Merchant shall be responsible for.
- ix. Alipay may make 3-D Secure mandatory or add other restrictions if a Transaction is suspected to be fraudulent or if it is required by Applicable Law or the Payment System Operator.
- x. Alipay will not be responsible for any delays, declines or errors when the Merchant uses 3-D Secure if the issues are not caused directly by our gross negligence or wilful default.
- xi. The Merchant guarantees not to copy, capture or intercept a User's payment instrument related information such as Credit and Debit Card number and Sensitive Authentication Data. The Merchant acknowledges and agrees that strict rules related to the security of payment instruments are imposed and enforced by the Payment System Operators and PCI SSC to protect Users against misuse of their payment instruments and must be adhered to by the Merchant. The Merchant shall fully indemnify and hold Alipay harmless from any Losses (including Assessments), incurred by Alipay as a result of the Merchant's breach of this clause.
- xii. The Merchant shall immediately notify Alipay if any User data, Sensitive Authentication Data or similar Buyer's payment instrument related information is breached or compromised. The Merchant shall strictly comply, with respect to the security of the User's payment instrument, with the terms of the Agreement, Applicable Law and/or the Payment System Requirement (e.g. MasterCard's Site Data Protection Program), as well as with the guidance, requirements and standards of PCI SCC (such as PCI DSS) as applicable to it.
- xiii. For each transaction the Merchant processes using the AMS Services, the Merchant must keep accurate and complete records of (i) the order and delivery of its products and/or services, including any shipping details, delivery invoices and all contact the relevant User, for a period of 18 months from Transaction date, and (ii) all Payments as set out in the Scheme Requirements, and where required, by Applicable Law.
- xiv. Audit rights
  - A. The Merchant must, upon Alipay's reasonable request, provide Alipay with reasonable access to inspect the Merchant's locations to confirm that the Merchant is complying with the Agreement.

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- B. Alipay, or an auditor appointed by Alipay may, during normal working hours, inspect, audit and make copies of the Merchant's records and any files relating to any transaction processed under these Merchant Terms.
  
- xv. The Merchant acknowledges and agrees that if a Transaction status is Authorised, this means the Payment is likely to be successful but the Payment may still be blocked or subject to Chargeback by the User or any other recovery (where allowed under the relevant Scheme Requirements). The likelihood of an Authorised Payment being blocked or unsuccessful depends on the Payment Method which is used.
  
- xvi. The Merchant must get Authorisation for each Payment in line with the Scheme Requirements which apply to the Credit and Debit Card being used for the transaction. If the Merchant or the User decides not to go ahead immediately with the Transaction, the Merchant must cancel any Authorisation.
  
- xvii. If Authorisation is hard-declined, the Merchant must not resubmit a Payment for Authorisation. If the Merchant does so, it must indemnify Alipay for any Losses Alipay incurs in relation to such a transaction.
  
- xviii. The Merchant may only use Recurring Payment if Alipay has agreed to process Recurring Payment for the Merchant. If the Merchant uses Recurring Payment, it must ensure that all such Payments comply with Scheme Requirements and Applicable law.
  
- xix. The Merchant agrees that it will only use the AMS Services:
  - A. for those products and services described in its merchant onboarding information, or which Alipay has subsequently agreed to;
  - B. for products and services that are sold via the same website and/or application as provided in its merchant onboarding information;
  - C. that do not significantly differ in value and/or type of transaction from those described in its merchant onboarding information;
  
- xx. The Merchant shall indemnify Alipay for all Assessments and associated Losses. When an Assessment occurs or any other Merchant Liability arises, whether during or after termination of the Agreement, Alipay shall be entitled to recover the full amount of the Merchant Liabilities, including *inter alia* the Service Fees, Chargebacks, Refunds, Assessments and any other Losses Alipay has incurred in connection with that Assessment immediately by:
  - A. making a deduction in determining the Net Settlement Amount that Alipay will settle to the Merchant under the Agreement;
  - B. debiting the Collateral Amount (as defined below);
  - C. debiting any additional funds provided to Alipay as security or calling on any other forms of security provided to Alipay;
  - D. invoicing the Merchant for the relevant amount; and/or
  - E. any other reasonable means.

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- xxi. As Chargebacks and Assessments may arise a considerable period after the date of the relevant Transaction, the Merchant acknowledges and agrees that, notwithstanding any termination of this Agreement for any reason, Alipay shall remain entitled to recover Merchant Liabilities in relation to Payments effected during the term of the Agreement, notwithstanding termination of the Agreement
- xxii. Refunds
  - A. All Refunds must be made to the same payment instrument used for the original transaction (unless required by Applicable Law). You must not make Refunds with cash if the original purchase was made using a card or any other payment instrument.
  - B. Alipay can refuse to process Refunds if it: (a) is not allowed by Applicable Law; (b) does not comply with Scheme Requirements; or (c) is not within these Merchant Terms. Alipay also reserves the right to suspend the Merchant's ability to make Refunds if the Merchant is subject to a fraud investigation, Alipay reasonably thinks that this may lead to excessive Chargebacks, any other related risk reason and/or where Alipay considers that allowing Refunds might otherwise result in Alipay suffering a Loss.
  - C. When processing a Refund, the Merchant will be charged the applicable Service Fee together with any Refund Fee, in addition to the Service Fees charged on the original Transaction.
- xxiii. In the event an arbitration process is enacted as part of the Chargeback process and the Merchant's Chargeback challenge is determined to be invalid, arbitration fee of charged as per the requirements of the relevant Payment System Operator will be passed onto the Merchant.
- xxiv. Without limitation to any other rights of suspension or termination Alipay has under the other provisions of the Agreement, Alipay has the right to terminate the Agreement and/or suspend the provision of AMS Services, in whole or in part, immediately upon written notice to the Merchant if:
  - A. Alipay considers, in its sole and absolute discretion, that the ratio of Chargebacks to Transaction volume, the total value of Refunds, Chargebacks and/or the Reported Fraud Ratio and/or the number of declined Authorisation requests and/or the number of User complaints is excessive;
  - B. the Merchant has been listed on World-Check or a Payment System Operator's fraud and risk databases such as MATCH, VMAS or equivalent or Alipay reasonably considers that any act or omission of the Merchant falls within a Payment System Operator reason code which would ordinarily lead to a Merchant being listed on VMAS, MATCH or an equivalent for any other Payment System Operator or a Government Agency black list;
  - C. Alipay (or its partner Credit and Debit Card acquirer) is directed to terminate the Agreement by any Payment System Operator or Government Agency; or
  - D. the Merchant uses the AMS Services in relation to products or services that are infringing or are suspected to be infringing the intellectual property rights or Alipay suspects that the Merchant is using the AMS Services in relation to the selling of counterfeit products or services and this is not rectified (for example by requiring the removal of the counterfeit products or services from the relevant website) within thirty (30) days' of Alipay's notice to the Merchant or immediately if mandatorily required by Applicable Law or Payment System Operator.

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- xxv. Where the Merchant has enabled Credit and Debit Card Payment Methods, it shall not engage in activities that include the prohibited and restricted products listed in the table below (as updated by Alipay from time to time). Alipay will have the right to refuse to provide AMS Services with respect to any activity listed below, and exercise its right to immediately suspend or terminate the Agreement (in part or in full).

MCC	MCC Title or Line of Business	Line of Business Description
N/A	Adult: Entertainment	gentleman's clubs, topless bars, strip clubs, sexually oriented massage parlors, saunas, escort agencies or any sexually related services.
N/A	Adult: Pornography	pornography and other obscene materials.
N/A	Brand or Reputation damaging activities (potential or otherwise)	activities or content which have the potential to cause reputational damage to the Credit and Debit Card acquirer and/or Alipay
N/A	CBD Products	products that contain CBD
N/A	Circumvention Devices	circumvention devices/black boxes which enable a person to bypass technology designed to prevent access to copyrighted material. Such devices include, but are not limited to, devices that unscramble cable channels or circumvent paid television, cable, and streaming services via pre-installed applications.
N/A	Circumvention Application	mobile phone applications for activities such as circumventing gambling rules, the purchase and downloading of intellectual property infringing content, the purchase of pharmaceuticals or illegal drugs, or other illegal or brand-damaging activity.
N/A	Copyright Infringement	infringe any duly registered copyrights/trademarks or other violation of intellectual property rights. The marketing and/or sale of any good or service that involves the unauthorized use of a celebrity's name, image, likeness, or other aspect of identity, either through an affiliate marketer or directly from the merchant.
N/A	Counterfeit Medical or Dental devices	medical and dental devices that are counterfeit, not approved by regulatory entities, or are expired.
N/A	Cryptocurrency	any cryptocurrency related services, including non-fungible-tokens (NFTs).
N/A	Cryptocurrency - Cloud Mining Services	any cryptocurrency related services involving cloud mining.

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N/A	Cryptocurrency - Initial Coin Offerings (ICOs)	any cryptocurrency related services involving initial coin offerings
N/A	Cryptocurrency - Mining Equipment	cryptocurrency mining equipment tends to be tied to pre-orders.  If a reputable company and selling out of inventory then the risk is lower.
N/A	Data Pass Merchants	when a merchant offers a third party product or service to a consumer before the transaction is complete. Many consumers don't know the offer is from a different retailer and end up signing up for an outside product, which often comes with unexpected monthly membership fees or recurring charges.
N/A	Deceptive Marketing	transactions involving fraudulent or deceptive marketing practices (such as bait-and-switch, bogus claims and endorsements, false claims of scientific support or endorsement by scientific or medical authorities, statements about quality or origin that cannot be substantiated, misleading information regarding a product's price, misleading illustrations or photographs, poorly disclosed negative billing options, refund and/or cancellation avoidance).
N/A	Illegal Drug Creation	products/services specifically offered or intended to be used to create drugs or grow ingredients for drugs.
N/A	Drugs/Illicit Substances	drugs/illicit substances, steroids and certain controlled substances or other products that present a risk to consumer safety.
N/A	Drug paraphernalia	illegal drugs, drug paraphernalia, illegal substances designed to mimic illegal drugs, and/or other psychoactive products and illegal synthetic stimulants (e.g. K2, salvia divinorum, nitrate inhalers, bath salts, etc.).
N/A	DVD Decryption Devices	high-definition DVD and Blu-ray disc decryption devices. These softwares are used to decrypt the advanced access content system (AACS) on DVDs and Blu-ray discs. The AACS is a standard for content distribution intended to restrict access to and copying of the “next generation” of optical discs and DVDs. These products are primarily designed to strip discs of this protection.

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N/A	Essay Mills/Paper Mills	ghostwriting services that sell essays, term papers, etc. with intent that Cardholders will submit documents as their own.
N/A	Evade Card Brands	Sub-merchants utilizing tactics to evade card brand excessive chargeback monitoring programs.
N/A	Fireworks, flammable or radioactive materials	involve the sale of fireworks, flammable or radioactive materials
N/A	Fraudulent Products/Services	involve the sale of products or services identified by government agencies to have a high likelihood of being fraudulent.
N/A	Get Rich Quick Schemes	involve offering or receiving payments for the purpose of bribery or corruption of any form of high yield financial investments .
N/A	Hazardous Goods	hazardous materials (B2C), including but not limited to: <ul style="list-style-type: none"> <li>- hydrofluoric acid</li> <li>- products containing cyanide</li> <li>- prohibited ozone-depleting substances (ODS)</li> <li>- nitric acid</li> <li>- peptides, research chemicals</li> <li>-bacteria cultures or other products containing e-coli or escherichia coli</li> </ul>
N/A	High Risk File Hosting/Sharing	high risk cyber lockers,cloud storage and file sharing services.
N/A	Illegal Activity	encourage, promote, facilitate or instruct others to engage in illegal activity.
N/A	Inappropriate Content	are inappropriate content, goods or services that promote, cause or further hate, violence, racism, religious persecution, terrorism or abuse.
N/A	Independent Financial Advisers	independent financial advisers (IFA), payday loans and unsecured loan/lines originating from non Federal Deposit Insurance Corporation (FDIC) insured banks (US) or country equivalent.
N/A	Intravenous therapy	intravenous therapy including: intravenous drip bar, vitamin infusions, hang over cures;
N/A	Jammers	jammers or devices that are designed to block, jam or interfere with communication devices or signals.

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N/A	Lay-away systems	this is a system where the Cardholder makes incremental advance payments towards goods or services which will only be provided once the full amount has been paid.
N/A	Mail order spouse or international match making services	services offering international romantic match making or offering to procure prospective spouses.
N/A	Malware scams	malware scams (including computer viruses, ransomware, worms, trojan horses, rootkits, keyloggers, dialers, spyware, adware, malicious browser helper objects, rogue security software, and others.
N/A	Marijuana Products & Services	involve the sale of products including marijuana, or products/services related to marijuana production, sale, distribution or consumption (including accessories).
N/A	Merchants or principals listed on MATCH or VMSS	Sub-Merchants or principals which have been flagged on the MATCH (Mastercard) or VMSS (Visa) services, as being terminated by previous payment providers.
N/A	Mobile (cellular phone) repeaters	mobile (cellular phone) repeaters that are sold without the proper license (where applicable).
N/A	Modification Chips	modification chips used to modify or disable built-in restrictions and limitations on computers, specifically video game consoles.
N/A	Money laundering or the financing of terrorist activities	businesses or principals suspected to be involved in money laundering or terrorism financing.
N/A	Mushrooms	psilocybin mushrooms and spores (i.e. hallucinogenic mushrooms).
N/A	Payment Service Companies	including but not limited to peer to peer, bill payments, commissary account.
N/A	Penny and Reserve Auctions	auctions where players pay fees to place small bids on items they want.
N/A	Possible Rule Violation(s)	violate any law, statue, ordinance or regulation.
N/A	Prostitution, Escort Services	prostitution, escort services, sexual services, adult entertainment (such as pornography) and other obscene content or any sexual behaviour.
N/A	Pseudo-Pharmaceuticals (Nutraceuticals and Supplements)	food products or other digestibles marketed via unsubstantiated and/or unlawful health or medical claims - including but not limited to: anti-aging pills, sex nutrients/stimulants, weight loss/diet pills, increased energy pills.

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N/A	Psychoactive Herbal Products	psychoactive herbal product (e.g. fly amanita/agaric, kava kava, kratom), amyl nitrite inhalants (i.e. poppers) and illegal peptides.
N/A	Pyramid or Ponzi Schemes	pyramid or ponzi schemes.
N/A	Rebate/Refund Schemes	businesses that impersonate government agencies or legitimate businesses, offering a rebate/refund with a small fee tied to claiming the funds.
N/A	Shell banks	a bank that has no physical presence in the country in which it is incorporated and licensed, and which is unaffiliated with a regulated financial group that is subject to effective consolidated supervision.
N/A	Social Media "Click Farms"	a click farm is a Sub-merchant that is involved in the provision of services aimed at artificially inflating statistics of online traffic or engagement.
N/A	Stolen Items	stolen goods (including physical, digital and virtual goods).
N/A	Tech Support - Outbound Telemarketing	PC and/or Tech Support support sold via outbound telemarketing.
N/A	Third Party Agents / Intermediaries	ISO, payment facilitators, bill payment providers and wallet operators including open-loop vouchers, aggregators such as merchant of records and crowdfunding merchants.
N/A	Timeshare and Timeshare Maintenance	businesses involved in the sale of timeshares, sale of timeshare points, maintenance of timeshares or any other services related to the timeshare industry.
N/A	UseNet Merchants	usetnet merchants, internet forums, bulletin board systems and other content sharing platforms with illegal or brand-damaging content.
N/A	Weapons, firearms and ammunitions	businesses involved in the sale of weapons firearms and ammunitions, including accessories.
7012	Timeshares	sell, lease, rent timeshares or arranged timeshare condominium exchanges.
5966	Direct Marketing – Outbound Telemarketing Merchants	direct marketing – outbound telemarketing where contact with prospective buyers is initiated via telephone or mailing (other than a catalog) that instructs the cardholder to contact the Sub-Merchant. Does not include charitable organizations conducting outbound telemarketing.

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5962	Direct Marketing - Travel Related Arrangement Services	travel-related arrangement services (including discount travel clubs or newsletters) via outbound telemarketing calls, mailings, magazine or television ads, or other direct marketing methods that include either a toll-free telephone number or an address to which prospective customers may respond.
4511	Airlines and Air Carriers	airlines and air carriers not elsewhere classified.
4411	Cruise Lines	cruise lines.

### France

#### 4. CARTE BANCAIRE

##### a. Definitions

**“Assessments”** means any assessments, fines, fees, charges or expenses of any nature which a Payment System Operator levies on Alipay or the Merchant at any time, directly or indirectly, in relation to any aspect of Alipay’s relationship with the Merchant under the Agreement including in respect of any Transaction or Payment.

**“Authorisation”** means the process whereby a User (or the Merchant on a User’s behalf) requests, via Alipay, permission for a Payment Method to be used for a particular purchase of the Merchant’s products/services.

**“Card Issuer”** means an institution that issues Credit and Debit Cards to the User and whose name appears on the Credit or Debit Card or bank account statement as the issuer or who enters into a contractual relationship with the User with respect to the Credit or Debit Card.

**“Interchange Fees”** means the fees which are set out by the Credit and Debit Payment System Operators and are paid in full by Alipay on a pass-through basis with no additional charges applied from Alipay.

**“Merchant Liabilities”** means any debt, liability and/or Losses attributable to the Merchant in relation to the Agreement, including fees, Chargebacks, Refunds, reversed Transactions, Assessments, and/or any Losses arising out of or in connection with any AMS Services.

**“PCI SSC”** means Payment Card Industry Security Standards Council.

**“Reported Fraud Ratio”** means the value of fraud advises reported to Alipay by the Payment Method Provider and/or the Payment Scheme Operator divided by the gross sales value, calculated on a monthly basis.

**“Sensitive Authentication Data”** means security-related information (including but not limited to card validation codes/values, full track data (from the magnetic stripe or equivalent on a chip), PINs, and PIN blocks) used to authenticate Users and/or Authorise Transactions.

##### a. Specific Terms

- i. Credit and Debit Card Payment Methods include the details which are given to Users by card issuers and also any tokenised use of such details (for example, through Apple Pay or Google Pay).
- ii. Support for each Credit and Debit Card is subject to acceptance by the relevant Payment System Operator and/or the relevant Credit and Debit Card acquirer (if applicable). This may be withheld or withdrawn at any time at their discretion, and may be conditional upon the Merchant entering

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into a direct agreement with such Payment System Operator and/or acquirer. Alipay may suspend or terminate the AMS Services relating to a Payment Method when the relevant Payment System Operator and/or acquirer withhold or withdraw their support for that Payment Method.

- iii. Alipay shall be entitled to (1) pass through any increases to existing Payment System Operator fees and/or Card Issuer fees (including Interchange Fees) and to the extent a new fee is introduced by a Payment System Operator and/or a Card Issuer, and (2) in each case amend the Service Fee in the Agreement unilaterally to reflect the increase/new fees.
- iv. By using the Credit and Debit Card Payment Methods, the Merchant represents, warrants and covenants to Alipay, at all times during the duration of the Agreement, that:
  - A. is a bona fide business, is financially responsible and only uses the Credit and Debit Card AMS Service for its own business and does not allow anyone else to access and/or use it;
  - B. it will not use the Credit and Debit Card AMS Services in a manner which could (1) cause Alipay to be in breach of Applicable Law, Sanctions or Scheme Requirements, (2) damage the reputation of Alipay and/or the relevant Payment System Operator(s), or (3) affect Alipay's compliance with PCI DSS;
  - C. it would not use the Credit and Debit Card Payment Method for products or services which are delivered more than 6 months after the date of the transaction unless Alipay has explicitly consented to this;
  - D. the Merchant's website, business and terms and conditions, including its refund policy, comply with the Applicable Laws and Scheme requirements;
  - E. the Merchant (1) is registered to do business in the EEA and holds the requisite permits to operate in the EEA; (2) has a local address in EEA for correspondence and acceptance of judicial process, other than just a post-office box or mail-forwarding address; (3) is registered to pay taxes in the EEA (where required) in relation to its sales activity and complies with relevant tax laws in its jurisdiction of incorporation; and (4) satisfies the domesticity requirements to qualify as a merchant location / merchant outlet in the EEA as imposed by the Payment System Operator for the relevant Credit and Debit Card from time to time; and
  - F. the Merchant has never: (i) committed fraud; (ii) been terminated by an acquirer; or (iii) been asked to terminate its agreement with an acquirer.
- v. The Merchant agrees, in connection with Transactions processed via Credit and Debit Cards, that it will comply with any and all Scheme Requirements for the relevant Payment Method, as may be amended from time to time. Such Scheme Requirements and other requirements may be provided by the Payment Method Providers or Payment Systems on their website. The Merchant acknowledges that it has read, and will regularly review, the Scheme Requirements to ensure its continued compliance with Scheme Requirements. Where the Merchant finds the Scheme Requirement to be unacceptable, the Merchant is free at any point to stop using the relevant Payment Method (however, the Scheme Requirements and terms of the Agreement remains applicable for Transactions already processed). Upon request by Alipay, the Merchant shall provide

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- assistance to investigate any actual or suspected breach of the Scheme Requirements and where necessary, remedy the breach.
- vi. The Merchant's website must clearly and prominently display all information required by Alipay and the Scheme Requirements.
  - vii. In the event of any change or addition to the website and/or application notified to Alipay during your merchant onboarding and/or when enabling Payment by Credit and Debit Cards via the AMS Service, the Merchant shall seek Alipay's written consent prior to using the AMS Service via the amended or new website and/or application.
  - viii. The Merchant must follow the Scheme Requirements for authenticating Payments, including using 3-D Secure where it is supported by the Payment Method being used for all e-commerce card (or any other payment instrument) payments where the Payment System Operator(s) uses this method of authentication. If you do not use 3-D Secure:
    - A. this may mean that the Payment will not be accepted (but the use of 3-D Secure does not guarantee the acceptance of the Payment);
    - B. there may be a higher fee associated with the Payment; and/or
    - C. a Government Authority acting in accordance with Applicable Law or a Payment System Operator may impose other restrictions and/or penalties, which the Merchant shall be responsible for.
  - ix. Alipay may make 3-D Secure mandatory or add other restrictions if a Transaction is suspected to be fraudulent or if it is required by Applicable Law or the Payment System Operator.
  - x. Alipay will not be responsible for any delays, declines or errors when the Merchant uses 3-D Secure if the issues are not caused directly by our gross negligence or wilful default.
  - xi. The Merchant guarantees not to copy, capture or intercept a User's payment instrument related information such as Credit and Debit Card number and Sensitive Authentication Data. The Merchant acknowledges and agrees that strict rules related to the security of payment instruments are imposed and enforced by the Payment System Operators and PCI SSC to protect Users against misuse of their payment instruments and must be adhered to by the Merchant. The Merchant shall fully indemnify and hold Alipay harmless from any Losses (including Assessments), incurred by Alipay as a result of the Merchant's breach of this clause.
  - xii. The Merchant shall immediately notify Alipay if any User data, Sensitive Authentication Data or similar Buyer's payment instrument related information is breached or compromised. The Merchant shall strictly comply, with respect to the security of the User's payment instrument, with the terms of the Agreement, Applicable Law and/or the Payment System Requirement (e.g. MasterCard's Site Data Protection Program), as well as with the guidance, requirements and standards of PCI SCC (such as PCI DSS) as applicable to it.
  - xiii. For each transaction the Merchant processes using the AMS Services, the Merchant must keep accurate and complete records of (i) the order and delivery of its products and/or services, including any shipping details, delivery invoices and all contact the relevant User, for a period of 18 months from Transaction date, and (ii) all Payments as set out in the Scheme Requirements, and where required, by Applicable Law.

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- xiv. Audit rights
  - A. The Merchant must, upon Alipay's reasonable request, provide Alipay with reasonable access to inspect the Merchant's locations to confirm that the Merchant is complying with the Agreement.
  - B. Alipay, or an auditor appointed by Alipay may, during normal working hours, inspect, audit and make copies of the Merchant's records and any files relating to any transaction processed under these Merchant Terms.
- xv. The Merchant acknowledges and agrees that if a Transaction status is Authorised, this means the Payment is likely to be successful but the Payment may still be blocked or subject to Chargeback by the User or any other recovery (where allowed under the relevant Scheme Requirements). The likelihood of an Authorised Payment being blocked or unsuccessful depends on the Payment Method which is used.
- xvi. The Merchant must get Authorisation for each Payment in line with the Scheme Requirements which apply to the Credit and Debit Card being used for the transaction. If the Merchant or the User decides not to go ahead immediately with the Transaction, the Merchant must cancel any Authorisation.
- xvii. If Authorisation is hard-declined, the Merchant must not resubmit a Payment for Authorisation. If the Merchant does so, it must indemnify Alipay for any Losses Alipay incurs in relation to such a transaction.
- xviii. The Merchant may only use Recurring Payment if Alipay has agreed to process Recurring Payment for the Merchant. If the Merchant uses Recurring Payment, it must ensure that all such Payments comply with Scheme Requirements and Applicable law.
- xix. The Merchant agrees that it will only use the AMS Services:
  - A. for those products and services described in its merchant onboarding information, or which Alipay has subsequently agreed to;
  - B. for products and services that are sold via the same website and/or application as provided in its merchant onboarding information;
  - C. that do not significantly differ in value and/or type of transaction from those described in its merchant onboarding information;
- xx. The Merchant shall indemnify Alipay for all Assessments and associated Losses. When an Assessment occurs or any other Merchant Liability arises, whether during or after termination of the Agreement, Alipay shall be entitled to recover the full amount of the Merchant Liabilities, including *inter alia* the Service Fees, Chargebacks, Refunds, Assessments and any other Losses Alipay has incurred in connection with that Assessment immediately by:
  - A. making a deduction in determining the Net Settlement Amount that Alipay will settle to the Merchant under the Agreement;
  - B. debiting the Collateral Amount (as defined below);

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- C. debiting any additional funds provided to Alipay as security or calling on any other forms of security provided to Alipay;
  - D. invoicing the Merchant for the relevant amount; and/or
  - E. any other reasonable means.
- xxi. As Chargebacks and Assessments may arise a considerable period after the date of the relevant Transaction, the Merchant acknowledges and agrees that, notwithstanding any termination of this Agreement for any reason, Alipay shall remain entitled to recover Merchant Liabilities in relation to Payments effected during the term of the Agreement, notwithstanding termination of the Agreement
- xxii. Refunds
  - A. All Refunds must be made to the same payment instrument used for the original transaction (unless required by Applicable Law). You must not make Refunds with cash if the original purchase was made using a card or any other payment instrument.
  - B. Alipay can refuse to process Refunds if it: (a) is not allowed by Applicable Law; (b) does not comply with Scheme Requirements; or (c) is not within these Merchant Terms. Alipay also reserves the right to suspend the Merchant's ability to make Refunds if the Merchant is subject to a fraud investigation, Alipay reasonably thinks that this may lead to excessive Chargebacks, any other related risk reason and/or where Alipay considers that allowing Refunds might otherwise result in Alipay suffering a Loss.
  - C. When processing a Refund, the Merchant will be charged the applicable Service Fee together with any Refund Fee, in addition to the Service Fees charged on the original Transaction.
- xxiii. In the event an arbitration process is enacted as part of the Chargeback process and the Merchant's Chargeback challenge is determined to be invalid, arbitration fee of EUR 550 will be passed onto the Merchant.
- xxiv. Without limitation to any other rights of suspension or termination Alipay has under the other provisions of the Agreement, Alipay has the right to terminate the Agreement and/or suspend the provision of AMS Services, in whole or in part, immediately upon written notice to the Merchant if:
  - A. Alipay considers, in its sole and absolute discretion, that the ratio of Chargebacks to Transaction volume, the total value of Refunds, Chargebacks and/or the Reported Fraud Ratio and/or the number of declined Authorisation requests and/or the number of User complaints is excessive;
  - B. the Merchant has been listed on World-Check or a Payment System Operator's fraud and risk databases such as MATCH, VMAS or equivalent or Alipay reasonably considers that any act or omission of the Merchant falls within a Payment System Operator reason code which would ordinarily lead to a Merchant being listed on VMAS, MATCH or an equivalent for any other Payment System Operator or a Government Agency black list;
  - C. Alipay (or its partner Credit and Debit Card acquirer) is directed to terminate the Agreement by any Payment System Operator or Government Agency; or

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D. the Merchant uses the AMS Services in relation to products or services that are infringing or are suspected to be infringing the intellectual property rights or Alipay suspects that the Merchant is using the AMS Services in relation to the selling of counterfeit products or services and this is not rectified (for example by requiring the removal of the counterfeit products or services from the relevant website) within thirty (30) days' of Alipay's notice to the Merchant or immediately if mandatorily required by Applicable Law or Payment System Operator.

xxv. Where the Merchant has enabled Credit and Debit Card Payment Methods, it shall not engage in activities that include the prohibited and restricted products listed in the table below (as updated by Alipay from time to time). Alipay will have the right to refuse to provide AMS Services with respect to any activity listed below, and exercise its right to immediately suspend or terminate the Agreement (in part or in full).

MCC	MCC Title or Line of Business	Line of Business Description
N/A	Adult: Entertainment	gentleman's clubs, topless bars, strip clubs, sexually oriented massage parlors, saunas, escort agencies or any sexually related services.
N/A	Adult: Pornography	pornography and other obscene materials.
N/A	Brand or Reputation damaging activities (potential or otherwise)	activities or content which have the potential to cause reputational damage to the Credit and Debit Card acquirer and/or Alipay
N/A	CBD Products	products that contain CBD
N/A	Circumvention Devices	circumvention devices/black boxes which enable a person to bypass technology designed to prevent access to copyrighted material. Such devices include, but are not limited to, devices that unscramble cable channels or circumvent paid television, cable, and streaming services via pre-installed applications.
N/A	Circumvention Application	mobile phone applications for activities such as circumventing gambling rules, the purchase and downloading of intellectual property infringing content, the purchase of pharmaceuticals or illegal drugs, or other illegal or brand-damaging activity.
N/A	Copyright Infringement	infringe any duly registered copyrights/trademarks or other violation of intellectual property rights. The marketing and/or sale of any good or service that involves the unauthorized use of a celebrity's name, image, likeness, or other aspect of identity, either through an affiliate marketer or directly from the merchant.

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N/A	Counterfeit Medical or Dental devices	medical and dental devices that are counterfeit, not approved by regulatory entities, or are expired.
N/A	Cryptocurrency	any cryptocurrency related services, including non-fungible-tokens (NFTs).
N/A	Cryptocurrency - Cloud Mining Services	any cryptocurrency related services involving cloud mining.
N/A	Cryptocurrency - Initial Coin Offerings (ICOs)	any cryptocurrency related services involving initial coin offerings
N/A	Cryptocurrency - Mining Equipment	cryptocurrency mining equipment tends to be tied to pre-orders.  If a reputable company and selling out of inventory then the risk is lower.
N/A	Data Pass Merchants	when a merchant offers a third party product or service to a consumer before the transaction is complete. Many consumers don't know the offer is from a different retailer and end up signing up for an outside product, which often comes with unexpected monthly membership fees or recurring charges.
N/A	Deceptive Marketing	transactions involving fraudulent or deceptive marketing practices (such as bait-and-switch, bogus claims and endorsements, false claims of scientific support or endorsement by scientific or medical authorities, statements about quality or origin that cannot be substantiated, misleading information regarding a product's price, misleading illustrations or photographs, poorly disclosed negative billing options, refund and/or cancellation avoidance).
N/A	Illegal Drug Creation	products/services specifically offered or intended to be used to create drugs or grow ingredients for drugs.
N/A	Drugs/Illicit Substances	drugs/illicit substances, steroids and certain controlled substances or other products that present a risk to consumer safety.
N/A	Drug paraphernalia	illegal drugs, drug paraphernalia, illegal substances designed to mimic illegal drugs, and/or other psychoactive products and illegal synthetic stimulants (e.g. K2, salvia divinorum, nitrate inhalers, bath salts, etc.).
N/A	DVD Decryption Devices	high-definition DVD and Blu-ray disc decryption devices. These softwares are used to decrypt the advanced access content system (AACS) on DVDs

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		and Blu-ray discs. The AACs is a standard for content distribution intended to restrict access to and copying of the “ next generation ” of optical discs and DVDs. These products are primarily designed to strip discs of this protection.
N/A	Essay Mills/Paper Mills	ghostwriting services that sell essays, term papers, etc. with intent that Cardholders will submit documents as their own.
N/A	Evade Card Brands	Sub-merchants utilizing tactics to evade card brand excessive chargeback monitoring programs.
N/A	Fireworks, flammable or radioactive materials	involve the sale of fireworks, flammable or radioactive materials
N/A	Fraudulent Products/Services	involve the sale of products or services identified by government agencies to have a high likelihood of being fraudulent.
N/A	Get Rich Quick Schemes	involve offering or receiving payments for the purpose of bribery or corruption of any form of high yield financial investments .
N/A	Hazardous Goods	hazardous materials (B2C), including but not limited to: <ul style="list-style-type: none"> <li>- hydrofluoric acid</li> <li>- products containing cyanide</li> <li>- prohibited ozone-depleting substances (ODS)</li> <li>- nitric acid</li> <li>- peptides, research chemicals</li> <li>-bacteria cultures or other products containing e-coli or escherichia coli</li> </ul>
N/A	High Risk File Hosting/Sharing	high risk cyber lockers,cloud storage and file sharing services.
N/A	Illegal Activity	encourage, promote, facilitate or instruct others to engage in illegal activity.
N/A	Inappropriate Content	are inappropriate content, goods or services that promote, cause or further hate, violence, racism, religious persecution, terrorism or abuse.
N/A	Independent Financial Advisers	independent financial advisers (IFA), payday loans and unsecured loan/lines originating from non Federal Deposit Insurance Corporation (FDIC) insured banks (US) or country equivalent.

## Payment Methods Terms of Use

N/A	Intravenous therapy	intravenous therapy including: intravenous drip bar, vitamin infusions, hang over cures;
N/A	Jammers	jammers or devices that are designed to block, jam or interfere with communication devices or signals.
N/A	Lay-away systems	this is a system where the Cardholder makes incremental advance payments towards goods or services which will only be provided once the full amount has been paid.
N/A	Mail order spouse or international match making services	services offering international romantic match making or offering to procure prospective spouses.
N/A	Malware scams	malware scams (including computer viruses, ransomware, worms, trojan horses, rootkits, keyloggers, dialers, spyware, adware, malicious browser helper objects, rogue security software, and others).
N/A	Marijuana Products & Services	involve the sale of products including marijuana, or products/services related to marijuana production, sale, distribution or consumption (including accessories).
N/A	Merchants or principals listed on MATCH or VMSS	Sub-Merchants or principals which have been flagged on the MATCH (Mastercard) or VMSS (Visa) services, as being terminated by previous payment providers.
N/A	Mobile (cellular phone) repeaters	mobile (cellular phone) repeaters that are sold without the proper license (where applicable).
N/A	Modification Chips	modification chips used to modify or disable built-in restrictions and limitations on computers, specifically video game consoles.
N/A	Money laundering or the financing of terrorist activities	businesses or principals suspected to be involved in money laundering or terrorism financing.
N/A	Mushrooms	psilocybin mushrooms and spores (i.e. hallucinogenic mushrooms).
N/A	Payment Service Companies	including but not limited to peer to peer, bill payments, commissary account.
N/A	Penny and Reserve Auctions	auctions where players pay fees to place small bids on items they want.
N/A	Possible Rule Violation(s)	violate any law, statue, ordinance or regulation.

## Payment Methods Terms of Use

N/A	Prostitution, Escort Services	prostitution, escort services, sexual services, adult entertainment (such as pornography) and other obscene content or any sexual behaviour.
N/A	Pseudo-Pharmaceuticals (Nutraceuticals and Supplements)	food products or other digestibles marketed via unsubstantiated and/or unlawful health or medical claims - including but not limited to: anti-aging pills, sex nutrients/stimulants, weight loss/diet pills, increased energy pills.
N/A	Psychoactive Herbal Products	psychoactive herbal product (e.g. fly amanita/agaric, kava kava, kratom), amyl nitrite inhalants (i.e. poppers) and illegal peptides.
N/A	Pyramid or Ponzi Schemes	pyramid or ponzi schemes.
N/A	Rebate/Refund Schemes	businesses that impersonate government agencies or legitimate businesses, offering a rebate/refund with a small fee tied to claiming the funds.
N/A	Shell banks	a bank that has no physical presence in the country in which it is incorporated and licensed, and which is unaffiliated with a regulated financial group that is subject to effective consolidated supervision.
N/A	Social Media "Click Farms"	a click farm is a Sub-merchant that is involved in the provision of services aimed at artificially inflating statistics of online traffic or engagement.
N/A	Stolen Items	stolen goods (including physical, digital and virtual goods).
N/A	Tech Support - Outbound Telemarketing	PC and/or Tech Support support sold via outbound telemarketing.
N/A	Third Party Agents / Intermediaries	ISO, payment facilitators, bill payment providers and wallet operators including open-loop vouchers, aggregators such as merchant of records and crowdfunding merchants.
N/A	Timeshare and Timeshare Maintenance	businesses involved in the sale of timeshares, sale of timeshare points, maintenance of timeshares or any other services related to the timeshare industry.
N/A	UseNet Merchants	usetnet merchants, internet forums, bulletin board systems and other content sharing platforms with illegal or brand-damaging content.
N/A	Weapons, firearms and ammunitions	businesses involved in the sale of weapons firearms and ammunitions, including accessories.

## Payment Methods Terms of Use

7012	Timeshares	sell, lease, rent timeshares or arranged timeshare condominium exchanges.
5966	Direct Marketing – Outbound Telemarketing Merchants	direct marketing – outbound telemarketing where contact with prospective buyers is initiated via telephone or mailing (other than a catalog) that instructs the cardholder to contact the Sub-Merchant. Does not include charitable organizations conducting outbound telemarketing.
5962	Direct Marketing - Travel Related Arrangement Services	travel-related arrangement services (including discount travel clubs or newsletters) via outbound telemarketing calls, mailings, magazine or television ads, or other direct marketing methods that include either a toll-free telephone number or an address to which prospective customers may respond.
4511	Airlines and Air Carriers	airlines and air carriers not elsewhere classified.
4411	Cruise Lines	cruise lines.

## **BANK TRANSFER / ONLINE BANKING / MOBILE BANKING APP**

### Europe

#### **5. BANCORMAT**

- a. The BANCORMAT Pay® Service envisages the possibility for the cardholder of an enabled card to make, via smartphone and in App, payment transactions care of partner merchants (P2B/P2G Payments) as well as to make transfers of sums between private parties or in favor of non-profit entities (P2P/P2C Transfers).
- b. For the purposes of its activation, the card associated with the BANCORMAT Pay® Service must be registered in the databases managed by the BANCORMAT Pay® Platform as well as via specific procedures for the alignment of the authorisation centre's archives, according to the specific procedures made known over time by BANCORMAT S.p.A.
- c. The Merchant duly notes and accepts that:
  - i. the BANCORMAT Pay® Service is limited exclusively to Italy, to the area of the Vatican State and the Republic of San Marino, while its provision in other European Union countries is precluded, unless otherwise approved by BANCORMAT S.p.A. BANCORMAT Pay® Service is permitted solely for use by Merchants operating in or for transactions originating from or directed to countries explicitly approved by Bancomat SpA, such approval to be obtained prior access to the BANCORMAT Pay® Service is granted;
  - ii. BANCORMAT S.p.A. reserves the right to exercise supervisory and control functions, also through specific audits in the field, on the Merchant at any point in time to, among others, verify absolute compliance with the terms of use of BANCORMAT Pay® Service. The Merchant

## Payment Methods Terms of Use

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is obliged to ensure its full cooperation in order to allow BANCOMAT S.p.A. to exercise the supervisory and control functions either directly or with use of third parties;

- iii. the trademark of BANCOMAT Pay<sup>®</sup> Service be displayed only in accordance with BANCOMAT S.p.A. regulations for the use of said trademarks (Regulation for the Use of Trademarks), available upon request. The Merchant is obliged to request the Regulation for the Use of Trademarks from Alipay and ensure that it uses the trademark of BANCOMAT Pay<sup>®</sup> Service in accordance with said terms at all times;
  - iv. BANCOMAT S.p.A. has an established complaints process on commercial disputes, available upon request, which the Merchant should follow at all times. The Merchant is obliged to request the complaints process on commercial disputes from Alipay and ensure that it follows the process at all times.
- d. The Merchant explicitly agrees and undertakes to:
- i. use only permitted and, if envisaged, standardized by BANCOMAT S.p.A equipment enabling the use of BANCOMAT Pay<sup>®</sup> Service and enable replacement and/or adaptation of such equipment from time to time in order to guarantee the security and evolution of the circuit;
  - ii. in e-commerce payments to provide the payer being the cardholder, before confirming the payment, with the following information, among other aspects: i) the precise description of the service or the goods purchased; ii) the total amount of the Payment; and provide the payer being the cardholder with a receipt (paper or electronic) bearing the details of payment.

oversee the correct use of and promptly report any malfunction of equipment enabling the use of BANCOMAT Pay<sup>®</sup> Service and adopt the appropriate measures to guarantee the security of the equipment enabling the use of BANCOMAT Pay<sup>®</sup> Service and notify Alipay without delay of any theft, loss, tampering or improper use of the equipment enabling the use of BANCOMAT Pay<sup>®</sup> Service.

### 6. Bancontact

- e. The Merchant acknowledges that although Bancontact payment Transactions can be executed from User accounts established with most banks in Belgium, there is no guarantee that a User will be able to make an online bank transfer from every bank account in Belgium using Bancontact.

### 7. BLIK

- f. The Merchant must, or if applicable must ensure that Merchants, prominently display, on their website or device as applicable, the BLIK name or Trademarks in a manner consistent with the BLIK Brand Book.

### 8. EPS

- a. eps is a bank transfer Payment Method where the Contractual Partner receives a real time confirmation of the Transaction. It is facilitated by eps participating banks. eps offers a special guarantee inform of an abstract promissory note meaning that the Merchant is not only provided with a confirmation statement concerning the completion of the online transfer, but a positive confirmation statement is combined with a guarantee issued by the eps participating banks as an abstract promissory note. A positive confirmation statement is combined with a payment guarantee issued by the eps participating banks as an abstract promissory note. A guarantee event occurs if a

## Payment Methods Terms of Use

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positive bank transfer confirmation is received by the Contractual Partner even if a eps bank transfer order is not carried out.

- b. The Merchant is obliged to strictly comply with the relevant provisions of the Austrian Gaming Act and shall only accept or transfer funds for games of chance if this is legally permitted under the laws of Austria. The Contractual Partner acknowledges and confirms that it is aware that any violation of provision of the Terms of Use may be subject to fines by the respective Austrian authorities for which the Merchant shall remain solely liable for at all times.
- c. Should claims be asserted against Alipay by third parties due to the infringement or non-compliance of the eps Terms of Use by the Merchant, the Merchant indemnifies Alipay from all associated fines, costs, damages and compensation payments and if so requested by Alipay will intervene and substitute itself in place of Alipay in any proceedings that may be brought against Alipay.

### 9. GIROPAY

- a. giropay is restricted to Users with access to an online banking compatible account held at an authorised credit institution based in Germany. Alipay does not guarantee that all German bank accounts are giropay compatible.
- b. The Merchant must request from Alipay a copy of the giropay Rules and Regulations and the giropay Brand Book and must ensure that it (and where applicable its Merchants) adhere to the terms and conditions for giropay contained therein, including the use of the giropay logo which is limited to the European region.
- c. After selecting giropay as the payment method it is prohibited to request the User's data, in particular personal data such as IBAN or names.

### 10. IDEAL

- a. The Merchant integrated, or applying to integrate, the iDEAL Payment Method must comply with the iDEAL requirements, mandates, rules and/or operational guides for Merchants, as issued and updated independently by iDEAL from time to time ("**iDEAL Requirements**").
- b. When applying to integrate the iDEAL Payment Method, the Merchant is deemed to have read, understood and agreed to all of the additional terms and conditions applicable to Merchants, as stated in the iDEAL Requirements and as provided by Alipay, upon request by the Merchant.
- c. Prior to the integration to the iDEAL Payment Method, the Merchant shall demonstrate its compliance with the "Minimum Acceptance Criteria" and observe the "General terms and conditions for iDEAL Contracts", as a preceding condition to qualify for the iDEAL Payment Method.
- d. Therefore, in addition to the Due Diligence provisions under Clause 3 of this Agreement, Alipay and iDEAL reserve the right to request additional information and documentation from the Merchant, in accordance with, and to the extent necessary to fulfil, the iDEAL Requirements.
- e. By using the iDEAL Payment Method, the Merchant hereby agrees and acknowledges that it shall comply with the "Merchant Implementation Guide (MIG)" and shall adopt the "Requirements and instructions iDEAL (QR) logo", which form part of the iDEAL rules and regulation for Merchants integrated with the iDEAL Payment Method.

## Payment Methods Terms of Use

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- f. Alipay and iDEAL, on an independent or joint basis, are entitled at all times to request the Merchant to provide any proof accepted, as per the applicable laws and regulations, of the Merchant's compliance with the iDEAL Requirements, subject to the termination provisions under Clause 17 of this Agreement.
- g. Should it become apparent that the Merchant is not complying with relevant laws and regulations concerning the activities they undertake and/or not complying with the iDEAL Requirements, any access to the iDEAL Payment Method may be immediately terminated by Alipay with immediate effect.
- h. The Merchant shall ensure that an effective complaints procedure is provided to Users, under which it can be easily contacted by e-mail and one other means of direct contact (such as a telephone number, chat box, or other medium). The Merchant must make the information about the complaints procedure easily available to Users, and make it easy for Users to find on the respective website.
- i. The Merchant must cooperate with requests for information in specific situations that require further investigation in relation to the iDEAL Payment Method as may be notified by Alipay to the Merchant from time to time.
- j. In the event of a breach of contract or fraud (actual or suspected) by the Merchant, Alipay may be obliged to take specific emergency measures including but not limited to termination of iDEAL services with immediate effect.
- k. The Merchant is not permitted to remove any issuers from the issuer list.
- l. Where at Alipay's sole discretion the Merchant is deemed to be high risk, Alipay reserves the right to request the Merchant to implement a User registration process to record at least the following data concerning the User:
  - i. Name and e-mail address;
  - ii. Account number and name for the bank account number which is being used to make purchases via the iDEAL Payment Method;
  - iii. Additional information for verification in step 2 and the monitoring of Transactions, for example:
    - IP address
    - Browser fingerprint
    - Mobile number

### 11. PAYU (CZECH AND POLISH BANKLINKS)

- a. The Merchant must inform the User in clearly recognizable and easily accessible form that transactions made via the PayU Payment Method are irrevocable.
- b. Alipay and the Payment Method are not liable for any additional charges due to incorrect bank details if the Merchant has not ensured that only correct bank details are submitted.
- c. Merchants using the PayU Payment Method are liable for all unauthorised or fraudulent Transactions made with the Payment Method.

## Payment Methods Terms of Use

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- d. The Merchant shall ensure that:
  - i. any User identification and/or authenticating data that could be used to place orders shall not be stored electronically or written down in another form;
  - ii. during the input of User identification and/or authenticating data that could be used to place orders, third parties are prevented from obtaining such data. Disclosure of User identification and/or authenticating data to third parties is strictly prohibited.

### 12. PRZELEWY24 (P24)

- a. The Merchant shall submit any User complaints pertaining to incorrectly executed Transactions directly to Alipay who will thereafter forward the matter to Przelewy24 Payment Scheme for investigation.
- b. In relation to such complaints, the Merchant is obliged to ensure the following details are collected from the User:
  - i. E-mail address;
  - ii. Transaction number;
  - iii. Transaction amount;
  - iv. Full name of the holder of the originating bank account from which the Transaction amount was to be transferred;
  - v. Name of the bank that holds the account from which the Transaction amount was to be transferred or to which the Transaction was transferred to as applicable;
  - vi. Transaction date; and
  - vii. In the case of payment from a card: the name of the card;
  - viii. In the case of an SMS payment: the User's mobile telephone number.
- c. Notwithstanding the foregoing, any complaints pertaining to Transactions made 90 or more days prior to such complaint may be refused for review by the Przelewy24 Payment Scheme.
- d. In addition to the prohibited product list set out in Schedule E (Prohibited Product List), the list below (to be updated from time to time by Alipay at its sole discretion) sets out additional products and services that the Merchant cannot offer for sale or sell in connection with AMS in relation to Transactions for Przelewy24.

Items
Payment Transaction – Customer Financial Institution
Payment Transaction – Merchant
Money Send Intercountry
Money Send Funding

## Payment Methods Terms of Use

POI Funding transactions excluding Mastercard money send
Timeshares
Dropshipping model merchants

### Japan

#### 13. PAY-EASY

- a. Transactions made using Pay-easy may incur a minimum fee threshold or an additional fixed amount payment channel fee, which shall be as described in Schedule A (*Payment Methods and Service Fees*) of the Agreement.
- b. The Merchant shall ensure that it complies with the following Japanese laws and regulations:
  - i. Specified Commercial Transactions Act, including the requirements to display the Merchant's trade name or name, location, telephone number (if operating within Japan) and email address, name and contact information of a contact person responsible for the Transaction, and timing of delivery and other terms of service related to the provision of goods and services;
- c. In addition to those prohibited goods and services listed in the Prohibited and Restricted Products List, the following list sets out additional products and services that the Merchant cannot offer for sale or sell if this Payment Method is enabled for the Merchant:

S/No	Prohibited List	
1	Price greater than ¥300,000	
2	Products that may have a possibility for criminal usage	
3	Real Money Trading	
4	Gambling	Online casino, or anything related to gambling
5	Information selling	Information/method of earning large amounts of cash, Tips of easy-earning without specific explanations Investment related information, e.g. day-trading and FX Winning strategy for Horse Racing, Pachinko, Pachislot, etc.
6	Multi-Level Marketing, Pyramid Scheme, etc.	Networking business, pyramid scheme selling websites and products
7	Products that may be perverted, cruel or shock the public's senses	This may be notwithstanding that products may meet legal requirements
8	Unscientific/Superstition based products	
9	Prohibited medical products	Products prohibited under Japanese Pharmaceutical Affairs Act
10	Offensive to public order and moral	
11	Individuals that are conducting business without registering a business entity	Individuals may not take on certain responsibilities required of seller
12	Foreign Money Transfer	
13	Consumer Loans	
14	Electronic cigarettes/ Heat-not-burn cigarettes	
15	Sexual or pornographic related goods	
16	Creatures, Animals	

## Payment Methods Terms of Use

The following businesses or businesses that offer the following Products/Services are restricted, and may be approved upon further review by the Company

S/No	Restricted List	
1	Specially Controlled Medical Devices, including (coloured) Contact Lenses	Certified sales license of Specially Controlled Medical Devices. Must display the Registration Number and name of administrator on the Merchant's website
2	Controlled Medical Devices including electric massager for household use	Certified sales license of Controlled Medical Devices Must display the Registration Number on the Merchant's website
3	Tourist Business	Must display the Certified Travel Industry Registration and Terms & Conditions on Merchant's website
4	Liquor Retailer	Must display the Liquor Sales License Number on Merchant's website
5	Cosmetics, Healthy Food, Supplements	Must display the following Notices Displayed on the Merchant's website - Information of Ingredients and Manufacturer - Effect/Efficacy difference for different people - End the usage and consult a doctor when caused problems
6	Fund Raising for governments or public institutions	Must report the financial records.  Fund raising for Corporate Institution/organization is prohibited.
7	Donations for educational institutions	Educational institution as stated in Japanese School Education Act, Article 1  Direct donations to educational institutions
8	Made-to-order/Custom-made products, pre-ordered products	No fraudulent or stock-out. Must indicate the expected delivery date.
9	Marriage Meeting/Party	Strict membership requirement policy and operation.  Must display the "Registration Number of Opposite Sex Introducing Service on Internet" (インターネット異性紹介事業届け出) in the top page and notation page of the Merchant's website.
10	Second-handed Products	Needs second-hand product certification number on Merchant's website
12	Non-prescription Medicine	Certified Pharmaceutical seller and certification number listed on Merchant's website (医薬品販売業許可証番号) Reference: <a href="https://www.gov-online.go.jp/useful/article/201405/1.html">https://www.gov-online.go.jp/useful/article/201405/1.html</a>

## Payment Methods Terms of Use

13	Cash Voucher, Gift Cards	Low liquidity products
14	Dating and Matching Websites	Must display the “Registration Number of Opposite Sex Introducing Service on Internet” (インターネット異性紹介事業届け出) in the top page and notation page of the Merchant’s website.
15	Test Kit	Warnings and precautions clearly stated for customers
16	E-money, top-up, crypto-currency	Methods of KYC, maximum amount, transferring limitations, etc. will be checked.  Screening may be longer than usual and put on “hold”. If the Merchant offers an expiration date of top-up amount of more than 6 months from the date of issue, the license of “Prepaid Payment Method Issuer” (前払い式支払い手段) is required.

- d. For the purposes of this Payment Method, the Merchant authorizes Alipay and the relevant Payment Method Provider to receive Payments from the User on behalf of the Merchant.
- e. The Merchant acknowledges and accepts that the Payment Method may not be uninterrupted or error free, and that Alipay shall not be responsible for service interruptions or errors outside its control, including without limitation due to Force Majeure, outages of the relevant Payment Method, Payment System, or other intermediaries or service providers which facilitates or provides Alipay access to the Payment Method.
- f. The Merchant acknowledges and agrees that if this Payment Method is enabled for the Merchant, the Payment Method Provider may withhold or deduct settlement in part or in whole under the circumstances listed below, in which case Alipay reserves the right to suspend AMS or withhold or deduct settlement in whole or in part for the relevant Payments from the Net Settlement Amount to the Merchant. Where Alipay has already made settlement to the Merchant but does not receive settlement from the Payment Method Provider, Alipay has the right to clawback such amount from the Merchant and/or deduct such amount from the next settlement to the Merchant:
- i. When it can be deemed that the Merchant is not likely able to dispatch or fulfil the relevant goods or services in a transaction due to the Merchant’s circumstances or factors within the Merchant’s control, such as:
1. When the Government Agency cancels or revokes any requisite business license of the Merchant, or impose punishments on the Merchant such as a suspension of business;
  2. When there has been a resolution to discontinue, change or break up the business of the Merchant or to transfer or dispose of vital commercial rights or operating assets of the Merchant;
  3. When it is discovered that the Merchant has submitted false or materially inaccurate errors or made representation in their Due Diligence Information;

## Payment Methods Terms of Use

- ii. When there is a major change in the shareholder structure of the Merchant (excluding cases where such change in control has been submitted and acknowledged by the Payment Method Provider in advance);
- iii. When the Merchant has misused the Payment Method;
- iv. When the Merchant is alleged to frequently provide flawed or inferior goods in Products/Services, or there are frequent complaints of the same from Users;
- v. When Merchant does not respond to requests for information from the Payment Method Provider within 14 days of the request;
- vi. When, due to problems with the Products/Services in a transaction (including but not limited to flaws, defects and failure to deliver, the User demands a Refund from Payment Method Provider, Merchant or Alipay, and the Dispute between the User and the Merchant is not resolved after thirty (30) days have elapsed;

Singapore

### 14. PAYNOW

- a. The entity name reflected on the PayNow QR Code displayed to the Users to receive funds shall be: "Alipay Singapore E-Commerce Pte. Ltd."

### OVER-THE-COUNTER

Japan

### 15. KONBINI (7-ELEVEN), KONBINI (FAMILY MART / LAWSON / MINISTOP / SEICOMART / OTHER BRANDS EXCLUDING 7-ELEVEN)

- a. Transactions made using Konbini (7-Eleven) or Konbini (Family Mart / Lawson / Ministop / Seicomart / other brands excluding 7-Eleven) may incur a minimum fee threshold or an additional fixed amount payment channel fee, which shall be as described in Schedule A (*Payment Methods and Service Fees*) of the Agreement.
- b. The Merchant shall ensure that it complies with the following Japanese laws and regulations:
  - i. Specified Commercial Transactions Act, including the requirements to display the Merchant's trade name or name, location, telephone number (if operating within Japan) and email address, name and contact information of a contact person responsible for the Transaction, and timing of delivery and other terms of service related to the provision of goods and services;
- c. In addition to those prohibited goods and services (Prohibited and Restricted Products List), the following list sets out additional products and services that the Merchant cannot offer for sale or sell if this Payment Method is enabled for the Merchant:

S/No	Prohibited List	
1	Price greater than ¥300,000	
2	Products that may have a possibility for criminal usage	
3	Real Money Trading	
4	Gambling	Online casino, or anything related to gambling

## Payment Methods Terms of Use

5	Information selling	Information/method of earning large amounts of cash, Tips of easy-earning without specific explanations Investment related information, e.g. day-trading and FX Winning strategy for Horse Racing, Pachinko, Pachislot, etc.
6	Multi-Level Marketing, Pyramid Scheme, etc.	Networking business, pyramid scheme selling websites and products
7	Products that may be perverted, cruel or shock the public's senses	This may be notwithstanding that products may meet legal requirements
8	Unscientific/Superstition based products	
9	Prohibited medical products	Products prohibited under Japanese Pharmaceutical Affairs Act
10	Offensive to public order and moral	
11	Individuals that are conducting business without registering a business entity	Individuals may not take on certain responsibilities required of seller
12	Foreign Money Transfer	
13	Consumer Loans	
14	Electronic cigarettes/ Heat-not-burn cigarettes	
15	Sexual or pornographic related goods	
16	Creatures, Animals	

The following businesses or businesses that offer the following Products/Services are restricted, and may be approved upon further review by the Company

S/No	Restricted List	
1	Specially Controlled Medical Devices, including (coloured) Contact Lenses	Certified sales license of Specially Controlled Medical Devices. Must display the Registration Number and name of administrator on the Merchant's website
2	Controlled Medical Devices including electric massager for household use	Certified sales license of Controlled Medical Devices Must display the Registration Number on the Merchant's website
3	Tourist Business	Must display the Certified Travel Industry Registration and Terms & Conditions on Merchant's website
4	Liquor Retailer	Must display the Liquor Sales License Number on Merchant's website
5	Cosmetics, Healthy Food, Supplements	Must display the following Notices Displayed on the Merchant's website - Information of Ingredients and Manufacturer - Effect/Efficacy difference for different people - End the usage and consult a doctor when caused problems
6	Fund Raising for governments or public institutions	Must report the financial records.  Fund raising for Corporate Institution/organization is prohibited.
7	Donations for educational institutions	Educational institution as stated in Japanese School Education Act, Article 1

## Payment Methods Terms of Use

		Direct donations to educational institutions
8	Made-to-order/Custom-made products, pre-ordered products	No fraudulent or stock-out. Must indicate the expected delivery date.
9	Marriage Meeting/Party	Strict membership requirement policy and operation.  Must display the “Registration Number of Opposite Sex Introducing Service on Internet” (インターネット異性紹介事業届け出) in the top page and notation page of the Merchant’s website.
10	Second-handed Products	Needs second-hand product certification number on Merchant’s website
11	Examination Fee/Tuition Fee (only applicable to payments made at 7-Eleven)	Konbini payments may not be made with a different PSP for the same school in the same school year.
12	Non-prescription Medicine	Certified Pharmaceutical seller and certification number listed on Merchant’s website (医薬品販売業許可証番号) Reference: <a href="https://www.gov-online.go.jp/useful/article/201405/1.html">https://www.gov-online.go.jp/useful/article/201405/1.html</a>
13	Cash Voucher, Gift Cards	Low liquidity products
14	Dating and Matching Websites	Must display the “Registration Number of Opposite Sex Introducing Service on Internet” (インターネット異性紹介事業届け出) in the top page and notation page of the Merchant’s website.
15	Test Kit	Warnings and precautions clearly stated for customers
16	E-money, top-up, crypto-currency	Methods of KYC, maximum amount, transferring limitations, etc. will be checked.  Screening may be longer than usual and put on “hold”. If the Merchant offers an expiration date of top-up amount of more than 6 months from the date of issue, the license of “Prepaid Payment Method Issuer” (前払い式支払い手段) is required.

- d. For the purposes of this Payment Method, the Merchant authorizes Alipay and the relevant Payment Method Provider to receive Payments from the User on behalf of the Merchant.
- e. The Merchant acknowledges and accepts that the Payment Method may not be uninterrupted or error free, and that Alipay shall not be responsible for service interruptions or errors outside its control, including without limitation due to Force Majeure, outages of the relevant Payment Method, Payment System, or other intermediaries or service providers which facilitates or provides Alipay access to the Payment Method.

## Payment Methods Terms of Use

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- f. The Merchant acknowledges and agrees that if this Payment Method is enabled for the Merchant, the Payment Method Provider may withhold or deduct settlement in part or in whole under the circumstances listed below, in which case Alipay reserves the right to suspend AMS or withhold or deduct settlement in whole or in part for the relevant Payments from the Net Settlement Amount to the Merchant. Where Alipay has already made settlement to the Merchant but does not receive settlement from the Payment Method Provider, Alipay has the right to clawback such amount from the Merchant and/or deduct such amount from the next settlement to the Merchant:
- i. When it can be deemed that the Merchant is not likely able to dispatch or fulfil the relevant goods or services in a transaction due to the Merchant's circumstances or factors within the Merchant's control, such as:
- (1) When the Government Agency cancels or revokes any requisite business license of the Merchant, or impose punishments on the Merchant such as a suspension of business;
  - (2) When there has been a resolution to discontinue, change or break up the business of the Merchant or to transfer or dispose of vital commercial rights or operating assets of the Merchant;
  - (3) When it is discovered that the Merchant has submitted false or materially inaccurate errors or made representation in their Due Diligence Information;
- ii. When there is a major change in the shareholder structure of the Merchant (excluding cases where such change in control has been submitted and acknowledged by the Payment Method Provider in advance);
- iii. When the Merchant has misused the Payment Method;
- iv. When the Merchant is alleged to frequently provide flawed or inferior goods in Products/Services, or there are frequent complaints of the same from Users;
- v. When Merchant does not respond to requests for information from the Payment Method Provider within 14 days of the request;
- vi. When, due to problems with the Products/Services in a transaction (including but not limited to flaws, defects and failure to deliver, the User demands a Refund from Payment Method Provider, Merchant or Alipay, and the Dispute between the User and the Merchant is not resolved after thirty (30) days have elapsed;
- vii. In the case of Konbini Payments (7-Eleven) and Konbini Payments (Family Mart / Lawson / Ministop / Seicomart / other brands excluding 7-Eleven):
- (1) When the Konbini operator refunds the Payment to the User in whole or in part, in response to a Dispute raised by the User to the Konbini operator directly, alleging issues with the goods or services;
  - (2) When the Payment is processed by an alternative method (such as credit cards, electronic money in the case of Family Pay at Family Mart) other than cash settlement at the Konbini, and the company providing the alternative settlement method with which the convenience store operator has an agreement (including but not limited to credit card

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companies and issuers of electronic money) refuses to pay the Payment Amount to or demands a refund of the Payment Amount from the convenience store operator.

### OTHER E-WALLETS

#### Japan

#### 16. LINE PAY

- a. The Merchant agrees to abide by the Payment Method Provider's terms as may from time to time be published by LINE Pay's Payment Method Provider in Japanese including the following, and shall provide written endorsement as may be requested by Alipay establishing the same. For the avoidance of doubt, in the event of any ambiguity or where a translation of the terms and conditions are provided in a language other than Japanese, the interpretation in Japanese shall prevail:
  - i. **LINE Money Store Opening Terms**  
[https://terms2.line.me/paymerchant\\_money\\_JP?lang=ja](https://terms2.line.me/paymerchant_money_JP?lang=ja)
  - ii. **LINE Cash member store terms**  
[https://terms2.line.me/paymerchant\\_cash\\_JP?lang=ja](https://terms2.line.me/paymerchant_cash_JP?lang=ja)
  - iii. **Additional terms applicable to Merchant's application to admitted as member store under LINE Pay**  
[https://terms2.line.me/paymerchant\\_Agency\\_JP](https://terms2.line.me/paymerchant_Agency_JP)
  - iv. **LINE Pay's Privacy policy**  
[https://terms2.line.me/linepay\\_web\\_PP?lang=ja](https://terms2.line.me/linepay_web_PP?lang=ja)
  - v. **LINE Pay member store guidelines**  
[https://terms2.line.me/paymerchant\\_Guideline?lang=ja](https://terms2.line.me/paymerchant_Guideline?lang=ja)
- b. Minor protection: Merchant who operate online gaming business must conduct age verification of its Users, and set and stipulate appropriate spending limits corresponding to the User's age group in its terms and conditions and relevant product checkout pages.
- c. The Merchant represents and warrants that if it is an individual or if it is a corporation, then its representative director is not an individual who has not attained the legal age of adulthood within the meaning of the Japanese Civil Code, which for the time being shall be 18 years old.
- d. The Merchant shall ensure that it complies with the following Japanese laws and regulations:
  - i. Specified Commercial Transactions Act (Act No. 57 of June 4, 1976), including the requirements to display the Merchant's trade name or name, location, telephone number (if operating within Japan) and email address, name and contact information of a contact person responsible for the Transaction, and timing of delivery and other terms of service related to the provision of goods and services;
  - ii. Act against Unjustifiable Premiums and Misleading Representations (Act No. 134 of May 15, 1962);

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- iii. Consumer Contract Act (Act No. 61 of May 12, 2000)
- iv. Copyright Act (Act No. 48 of May 6, 1970);
- v. Trademark Act (Act No. 127 of April 13, 1959)
- e. The Merchant shall take such measures and implement the Payment Method in a manner where the Users can clearly recognize the time at which a Transaction will form and has been formed, and to prevent erroneous operations (such as displaying confirmation screens) so that duplicate Transactions or mis-entry of Transaction-related information does not occur.
- f. The Merchant shall include its prices of its goods and services in Japanese Yen before using the Payment Method to process Transactions.
- g. In addition to those prohibited goods and services set out in the Prohibited and Restricted Products List) and under the Payment Method Providers' terms and conditions listed above, the following list sets out additional products and services that may be restricted or prohibited:

### Prohibited Items:

- (1) Those that violate the Act for Controlling the Possession of Firearms or Swords and Other Such Weapons, Narcotics and Psychotropics Control Act, Washington Naval Treaty, or other laws, ordinances, etc.
- (2) Living organisms
- (3) Those that may give rise to criminal acts
- (4) Those that may cause death or personal injury
- (5) Those that are obscene or cause abhorrence in normal people
- (6) Those that arouse an enthusiasm for gambling in ordinary people
- (7) Those that cause misunderstanding of facts or are falsified
- (8) Those that infringe the Intellectual Property Rights of third parties
- (9) Those that infringe the property or privacy of third parties
- (10) Acts of sales and provision that lower the image of Payment Method Provider
- (11) Those that are otherwise offensive to public order and morals

### Restricted Items:

- (1) Travel Products
  - (2) Alcoholic beverages
  - (3) Gift Certificates
  - (4) Gold and/or silver bullion
  - (5) Tobacco
  - (6) Revenue Stamp
  - (7) Postage Stamps
  - (8) Antiques
  - (9) Other products/services which are regulated and for which licenses or approvals are required
- h. For the purposes of this Payment Method, the Merchant authorizes Alipay, its designates and intermediaries and the Payment Method Provider to receive Payments from the User on behalf of the Merchant.
  - i. The Merchant acknowledges and accepts that the Payment Method may not be uninterrupted or error free, and that Alipay shall not be responsible for service interruptions or errors outside its control, including without limitation due to Force Majeure, outages of the relevant Payment Method,

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Payment System, or other intermediaries or service Providers which facilitates or provides Alipay access to the Payment Method.

### 17. PAYPAY

- a. The Merchant shall abide by the following terms and conditions issued by PayPay's Payment Method Provider from time to time:
  - i. [https://www.paypay-corp.co.jp/docs/terms/paypay\\_merchant\\_terms/](https://www.paypay-corp.co.jp/docs/terms/paypay_merchant_terms/)
  - ii. <https://about.paypay.ne.jp/terms/merchant-online/guideline/online/>
- b. For the purposes of this Payment Method, as part of the AMS Services provided by Alipay, Alipay and other parties designated by Alipay will receive Payments from the Users as agent of the Merchant, and the Merchant hereby grants authority to Alipay to perform such AMS Services (including authority to designate such other parties to receive relevant Payments) on its behalf.
- c. Except in the event of any Refund (whether or not following an Escalation) which is processed in accordance with the Agreement, if Alipay fails to receive a payment related to a Transaction from the Payment Method Provider or its agents after the Merchant has received the relevant Payment from Alipay in accordance with the applicable settlement procedure, the Merchant shall return to Alipay the received payment amount upon request.