

AMS Terms Definitions

Last Updated: November 30, 2023

In these AMS Terms, capitalized terms have the meanings given below.

“ABC Laws” means those Relevant Laws intended to prohibit bribery or some other form of corruption.

“Acceptance Marks” means the Alipay+ Brand Mark, the Payment System Operators’ Trade Marks and the Payment Method Providers’ Trade Marks identified by AUS to indicate the acceptance of Payment Methods.

“Affiliate” means, with respect to a person, any other person that directly or indirectly Controls, is Controlled by, or is under common Control with, that person.

“Agreement” means the Master Services Agreement in relation to AUS Merchant Services provided to the Merchant which, for the avoidance of doubt, includes these AMS Terms.

“Alipay China Wallet” means Alipay.com Co., Ltd., a fully licensed and regulated third party payment service provider in China.

“Alipay+ Brand Guidelines” means the guidelines and instructions applicable to use of the Alipay+ Brand Mark as specified by AUS and its Affiliates and as updated from time to time.

“Alipay+ Brand Mark” means a mark, including word, name, logo, design, symbol and trademark, that represents Alipay+ and its products and services. Alipay+ or its Affiliate is the exclusive owner of the Alipay+ Brand Mark.

“Alipay+ Code-Scanning Payment Standard” means a set of barcode (1-dimension) and QR code (2-dimension) scanning payment standard developed by Alipay+ to facilitate interoperability among its partners. This set of standards cover user-presented mode and merchant-presented mode use cases, and is composed of code format, routing rules, transaction processing rules, user experience design guidelines, and security guidelines, etc.

“Alipay+ Core” means the systems and services through which Alipay+ and its Affiliates deliver electronic payment processing, clearing and settlement services to the Merchant.

“Alipay+ Core Operator” means Alipay Connect Pte. Ltd., including its successors and assigns.

“Alipay+ Payment Method” means a Payment Method provided by a Payment Method Provider in its role as a mobile payment partner participating in Alipay+ Core, where Payments are processed under the participation agreement between Alipay+ and such Payment Method Provider, including but not limited BPI, GCash, Kakaopay, Boost, Touch’n Go, Rabbit LINE Pay, TrueMoney, AlipayHK, Akulaku PayLater ID and Dana.

“AUS’s Systems” means the system, process, tools and software used by AUS to interface with the Merchant’s Systems and provide AMS.

“Alipay’s Website” means the official website of Alipay (<https://global.alipay.com>).

“AML” means anti-money laundering, counter-terrorism and Sanctions in the context of AML Laws.

“AML Laws” means those Relevant Laws intended to combat money laundering and/or terrorist financing, sanctions or related crimes.

“AMS”, “AMS Services” or AUS Merchant Services” means the electronic payment processing and related services provided by AUS to the Merchant pursuant to the Agreement.

“AMS Terms” has the meaning given to it in Clause 1(a) of the AMS Terms and Conditions.

“AMS Terms Definitions” means these AMS Terms Definitions available at the AMS Webpage, as it may be amended from time to time.

“AMS Webpage” means the AUS Acquiring Solutions webpage with the URL: https://global.alipay.com/docs/ac/Platform/ac_solutions_us.

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“**AUS**” means AUS Merchant Services, Inc.

“**Brand Guidelines**” means the guidelines and instructions applicable to use of the Alipay+ Brand Mark as specified by AUS and its Affiliates and to the use of the Payment System Operators’ Trade Marks and the Payment Method Providers’ Trade Marks as specified by the Payment System Operator or the Payment Method Provider (as applicable) as updated from time to time.

“**Card**” means credit or debit cards issued by or under license from card networks, including but not limited to: Visa, MasterCard and American Express.

“**Cardholder Data**” has the meaning given to it in the PCI DSS.

“**Chargeback**” means the exercise of a right by a Payment Method Provider to wholly or partly reverse an original Payment pursuant to the relevant Scheme Requirements.

“**Collateral**” has the meaning given to it in Clause 12(a) of the AMS Terms.

“**Collateral Period**” has the meaning given to it in Clause 12(a) of the AMS Terms.

“**Collection Code**” means the code presented by a Merchant for a User’s digital wallet to recognize in order to initiate a Payment. Collection Code may be a store code or an order code which codes are generated in accordance with applicable Scheme Requirements.

“**Common Business Day**” means, in respect of AUS and the Merchant, a day on which all banks are open for general banking business in China (including Hong Kong), New York, and the territory of AUS’s settlement bank, excluding a Saturday, Sunday or public holiday in any such territories, and on which settlement is available for the Settlement Currency, or a day specified as a Common Business Day in a calendar provided by AUS by posting on the Webpage or by other form of written notification to the Merchant from time to time setting out, amongst other things, business day conventions for different regions and settlement currencies.

“**Confidential Information**” means all non-public, proprietary or other confidential information, whether in oral, written or other form, including: the content and performance of the Agreement, business plans, capitalisation tables, budgets, financial statements, costs, prices, and marketing plans, contracts and licences, employee, customer, supplier, shareholder, partner or investor lists, technology, know-how, business processes, trade secrets and business models, notes, sketches, flow charts, formulas, blueprints, and elements thereof, source code, object code, graphical design, user interfaces and other intellectual property, including that of any customer, supplier or other third party (including, in the case of AUS, the interface technologies, security protocol and certificate to any other website or enterprise provided by AUS).

Regardless of whether the receiving Party obtains such information solely or partially from the disclosing Party, Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the receiving Party) generally known to the public; (ii) was in the receiving Party’s possession or known by it prior to receipt from the disclosing Party; (iii) was lawfully disclosed to the receiving Party by a third party and received in good faith and without any duty of confidentiality by the receiving Party or the third party; or (iv) was independently developed without use of any Confidential Information of the disclosing Party by employees of the receiving Party who have had no access to such Confidential Information.

“**Control**” (including its correlative meanings, “**Controlled by**” and “**under common Control with**”) means, with respect to a person, the possession, direct or indirect, of the power either:

- (a) to vote based upon a holding of 50% or more of the securities, shares, stock, equity interest or comparable ownership interest having voting power;
- (b) to elect 50% or more of directors of the board (or comparable positions in the case of persons without directors); or
- (c) to direct or cause the direction of the management and policies of such person by contract or otherwise.

For the purposes of the Agreement, neither AUS nor the Merchant is Controlled by, or under common Control with, the other.

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“Cybersecurity Incident” means any act or attempt, successful or unsuccessful, to gain unauthorized access to, disrupt or misuse the Merchant’s System or information stored on the Merchant’s System and any attempted or actual breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

“Cybersecurity Incident Report” means a report in a form determined by AUS to be submitted by the Merchant to AUS for every Cybersecurity Incident that occurs.

“Dispute” means a Transaction-related dispute (including Retrieval Request and Escalations for Alipay+ Payment Method and Chargeback for other Payment Methods) which may be initiated by a Payment Method Provider on behalf of a User or by the Merchant.

“Economic and Trade Sanctions Laws” means those Relevant Laws imposing economic or financial sanctions, trade embargoes, export controls and anti-boycott laws and regulations.

“Effective Date” means the date on which the Agreement has been signed by all of the Parties.

“Escalation” means a process initiated by a Payment Method Provider to the Merchant for a Refund in order to resolve a Dispute.

“Force Majeure Event” means an act of nature, force or cause beyond an entity's, its Affiliates' or Representatives' reasonable control, including:

- (a) a fire, flood, elements of nature or other acts of God;
- (b) an outbreak or escalation of hostilities, war, riots or civil disorder, or an act of terrorism;
- (c) internet, computer, telecommunications or electrical power failures or any other equipment failures;
- (d) currency exchange restrictions;
- (e) a labour dispute (whether or not the employees' demands are reasonable or within the entity's power to satisfy);
- (f) acts or omissions of a Government Agency prohibiting or impeding the affected entity (or its Affiliates or Representatives) from performing its obligations under the Agreement, including orders of domestic or foreign courts or tribunals, governmental restrictions, Sanctions, restrictions on foreign exchange controls, etc.;
- (g) the non-performance by a third party for any similar cause beyond the reasonable control of the entity; or
- (h) the occurrence of any epidemic, pandemic or plague.

“GMT” means Greenwich Mean Time.

“Government Agency” means any government, semi-governmental, statutory, administrative, revenue, fiscal or judicial body, department, commission, authority, agency, tribunal, stock exchange or other person or body having jurisdiction in connection with the activities contemplated by the Agreement or having regulatory or supervisory authority over any part of the business or affairs of AUS or the Merchant, as applicable.

“Harmful Code” means any computer virus or other code which is not intended to serve a legitimate purpose and which is harmful, destructive or disabling or which assists in or enables the theft, alteration, denial of service, unauthorized access to or disclosure, destruction or corruption of information, data or software.

“Incident” means an error, bug, incompatibility or malfunction (including in relation to the connectivity or availability of the Merchant's Systems which interface with AUS’s Systems) which:

- (a) causes AMS to operate other than as designed or in accordance with the Agreement;
- (b) delays or interferes with the execution of, or renders the Merchant or AUS unable to process Payments through AMS; or
- (c) otherwise causes any unavailability or interruption to, or a reduction in the quality of, AMS or affects any functionality or the availability of AMS or access to AMS.

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“Investigation” means, in relation to suspicious activity or transactions or potential non-compliance involving the Merchant, the Merchant collecting all relevant Transaction Data and documents (including such Transaction Data and documents requested by AUS), confirming whether there is any suspicious activity or transactions and timely reporting the findings to AUS.

“IP Claim” means a Claim against AUS as described in Clause 21(a)(iv) of the AMS Terms or a claim against the Merchant as described in Clause 21(b)(iii) of the AMS Terms, as applicable.

“IP Rights” means all industrial and intellectual property rights of any kind, including copyright, rights in computer software or source code, trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know-how or other proprietary rights (whether or not any of these are registered and including any application for registration), and all rights or forms of protection of a similar nature or having an equivalent or similar effect to any of these which may subsist anywhere in the world.

“KYC Check” means 'know your customer' due diligence and verification as well as Sanctions screening conducted as part of the on-boarding processes and on an ongoing basis in accordance with AML and Sanctions Laws including in relation to a User or the Merchant (as applicable).

“Loss” means all claims, damages, losses, liabilities, cost and expenses of any kind or costs of any kind and however arising, including legal costs (on a full indemnity basis), penalties, fines and interest.

“MCC” means a four-digit merchant category code assigned to a Merchant that classifies the type of goods or services such Merchant offers in accordance with the standards under the applicable Scheme Requirements.

“Merchant” means the Merchant which entered into the Agreement with AUS.

“Merchant Display Name” means a name displayed by a Merchant at its stores, Online Store or other locations where Transactions take place, for Users to recognize the Merchant (which is not the Merchant’s registered legal name).

“Merchant Location” means the jurisdictions identified by the Merchant in the due diligence questionnaires to be countries where it operates in compliance with Relevant Laws which have also been confirmed by AUS during the onboarding process.

“Merchant Liabilities” means any liability of the Merchant, including fees, Chargebacks, Refunds, reversed Transactions, assessments, and/or any indemnifiable Losses arising out of or in connection with AMS Services.

“Merchant Outlet” means a fixed place of business or physical location operated by the Merchant where the goods or services are made available for sale to Users and where Payment Methods are accepted.

“Merchant’s Alipay ID” has the meaning given to it in the Service Application Form.

“Merchant’s Systems” means the system, process, tools and software used by the Merchant to interface the AUS’s Systems or use AMS.

“Net Settlement Amount” has the meaning given to it in the Agreement.

“Online Store” means a website or application (or equivalent) operated by the Merchant or (as applicable) an online platform or marketplace operated by the Merchant, by means of which goods or services are made available for sale over the internet or other electronic network.

“Party” has the meaning given to it in the preamble of the Agreement.

“Payment” means the transfer of a Transaction Value from a User to the Merchant which is routed, processed and settled through AMS.

“Payment Card Information” means Cardholder Data or sensitive authentication data, as specified in the PCI DSS.

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“Payment Code” means the code presented by a User in an application provided by a Payment Method Provider for Merchants to recognize and initiate a Payment request, which codes are generated in accordance with applicable Scheme Requirements.

“Payment Confirmation” means a confirmation message from AUS to the Merchant that a Payment has been confirmed successfully.

“Payment Method” means a product issued by a Payment Method Provider to a User (such as an electronic wallet) which allows that User to make a payment to a merchant which the merchant receives through the use of, or in reliance on, AMS.

“Payment Method Acquirer” means an entity that a Payment Method Provider has authorized to (a) sponsor or submit Transactions at the request of Merchants to the Payment Method Provider for authorization and clearing; and (b) receive and remit settlement funds for authorized and cleared Transactions. The Payment Method Acquirer for Card related Transactions is JPMorgan Chase Bank, N.A. For purpose of this Agreement, the term “Payment Method Acquirer” used herein does not include AUS or its Affiliate where AUS or such Affiliate acts in its capacity as a Payment Method Acquirer for a Payment Method.

“Payment Method Provider” means a person in its capacity as a payment method provider where it issues a Payment Method to a User, enters into a user agreement with a User or processes a Payment for a User.

“Payment System” means any multi-participant system (including Alipay+ Core, Visa, Mastercard and other systems or schemes) for the routing, clearing or settlement of financial transactions, including local payment systems such as national card schemes, fast payment systems, as well as international card schemes. AMS shall not of themselves constitute a Payment System.

“Payment System Operator” means the party operating the Payment System.

“PCI DSS” has the meaning given to it in Clause 11(a)(ii) of the AMS Terms.

“Personal Data” means any information relating to an identified or identifiable natural person (an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person) and any other information defined in Relevant Laws as ‘personal data’ or ‘personal information’ or similar terms relating to privacy and data protection.

“Planned Downtime” means any period during which there is a shutdown, suspension or other disruption in (a) the provision of AMS planned in advance by AUS; or (b) the availability or connectivity of the Merchant’s Systems which interface with the AUS’s Systems or use AMS, planned in advance by the Merchant, for the limited purposes of:

- (i) launching new services or upgrading existing services provided to (in the case of AUS) the Merchant;
- (ii) performing preventative maintenance of the systems (including drills and other similar exercises);
- (iii) installing or implementing major adjustments to infrastructure; or
- (iv) general maintenance of the systems, as the Parties may otherwise agree.

“Prohibited and Restricted Product List” means the Prohibited and Restricted Product List as set out in the schedule, as may be amended from time to time.

“Recurring Payment” is a payment model whereby whereby a User authorizes the Merchant to submit automatic Payments for recurring Transactions for the User. Recurring Payment includes Auto Debit.

“Refund” is a partial or full return of a Payment initiated by the Merchant.

“Relevant Law(s)” means any law, statute, subordinate legislation, rule, regulation, licence condition, directive, treaty, judgment, order, guidelines, decree, permit or injunction of any Government Agency, including any common law, and includes Sanctions, ABC Laws, AML Laws, Economic and Trade Sanctions Laws, Tax Laws and laws, rules and regulations regarding data, privacy, credit, financial services, market and consumer protection, in each case that are applicable to the Merchant or AUS (as the case may be).

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“**Representative**” means for a Party, such Party’s Affiliates and its and its Affiliates’ employees, directors, officers, agents, auditors, advisers, partners, consultants, joint ventures, third party service providers, contractors or sub-contractors or any other person that acts at the direction of, or on behalf of, such party in connection with the Agreement. Unless otherwise expressly provided to the contrary in the Agreement, with respect to the Merchant that Merchant’s Users, acting in such respective capacities, are not Representatives for this purpose.

“**Reserve Amount**” has the meaning given to it in Clause 9(e) of the AMS Terms.

“**Retrieval Request**” means a request from a Payment Method Provider for information or documents when a Payment Method Provider or its User has concerns regarding a Transaction.

“**Rolling Collateral**” has the meaning given to it in Clause 12(a) of the AMS Terms.

“**Rolling Collateral Rate**” means a percentage of the Net Settlement Amount which shall be withheld by AUS from the Net Settlement Amount and held as additional collateral, as determined by AUS from time to time.

“**Sanctions**” means Economic and Trade Sanctions Laws and related regulations, rules or restrictive measures administered, enacted or enforced by a Sanctions Authority.

“**Sanctions Authority**” means Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury of the United Kingdom, Ministry of Public Security of the People’s Republic of China and/or Ministry of Commerce of the People’s Republic of China or any other relevant Government Agency responsible for the administration, enactment or enforcement of Economic and Trade Sanctions Laws, and related regulations, rules or restrictive measures.

“**Scheme Requirements**” means any requirements, mandates or rules imposed by a Payment System or funding channel from time to time, including but not limited to the Alipay+ Core Rules and related operation guides issued by Alipay+ Core Operator as updated from time to time, the Visa Core Rules and Visa Product and Service Rules (available at <https://usa.visa.com/content/dam/VCOM/download/about-visa/visa-rules-public.pdf>), the MasterCard Rules (available at <https://www.mastercard.us/content/dam/public/mastercardcom/na/global-site/documents/mastercard-rules.pdf>), American Express Merchant Operating Guide (available at https://icm.aexp-static.com/content/dam/gms/en_us/optblue/us-mog.pdf), Discover Network rules and ChaseNet Rules. Those rules that are not publicly available, shall be communicated to the Merchant, as per guidance and instruction of the relevant Payment System.

“**Service Application Form**” means the service application form set forth in the Agreement.

“**Service Desk**” means a single point of contact in relation to the notification and resolution of Incidents with the appropriate authority to act on behalf of AUS or the Merchant (as relevant).

“**Service Fee**” means amount of fees determined in accordance with the terms of the Agreement.

“**Service Levels**” means the service levels agreed to by AUS in the Agreement.

“**Settlement Account(s)**” means the bank account(s) described in the Service Application Form under “Merchant Bank Account Information” and such other bank account accepted by AUS as a Settlement Account pursuant to instructions from the Merchant from time to time.

“**Settlement Currency**” has the meaning given to it in the Service Application Form under “Merchant Bank Account Information” and such other currency accepted by AUS as a Settlement Currency pursuant to instructions from the Merchant from time to time.

“**Settlement Cycle**” means, in relation to the daily, weekly or monthly settlement cycle specified in Schedule A of the Agreement:

- (a) for daily, a period starting from, and including, 00:00 GMT-7 on one calendar day and ending at, but excluding, 00:00 GMT-7 on the next calendar day;
- (b) for weekly, a period of seven (7) consecutive calendar days starting from, and including, 00:00 GMT-7 on a Monday and ending on, but excluding, 00:00 GMT-7 on the following Monday;

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- (c) for monthly, a period starting from, and including, 00:00 GMT-7 on the first calendar day of a month and ending on, but excluding, 00:00 GMT-7 on the last calendar day of that month; or
- (d) as otherwise described in the Agreement.

“**Settlement Day**” has the meaning given to it in the Agreement.

“**Settlement Report**” means the report issued by AUS with respect to the Settlement Cycle to the Merchant.

“**Support**” means support of or by AUS in the resolution of Incidents, including by taking such action as is necessary to detect, properly classify, appropriately communicate and resolve Incidents relating to AUS’s Systems and the Merchant’s Systems (as applicable) in order to restore and maintain the service quality requirements set out in AMS Operation Guides, and such other support as may be contemplated in the Agreement.

“**Tax Laws**” means Relevant Laws in relation to Taxes, including identification of persons for purposes related to Taxes.

“**Taxes**” means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including sales, use, licence, excise, goods and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof, but excludes any Taxes that are based on net income and imposed by the jurisdiction in which the relevant entity is incorporated or resident for tax purposes.

“**Technical Specifications**” means (a) in relation to AMS, the written specifications applicable to the provision of AMS; and (b) in relation to any other services, any written specifications applicable to those services, published by AUS or its Affiliates on AUS’s website or otherwise notified to the Merchant in writing that are required for the relevant set-up, customisation, operation and maintenance of AMS. The Technical Specifications may be updated from time to time by AUS at its sole discretion.

“**Term**” means the term of the Agreement, being the period between the Effective Date and termination of the Agreement in accordance with the terms hereof.

“**Terms of Use**” means the Payment Method Specific Terms of Use.

“**Third Party Claims**” has the meaning given to it in Clause 21(e)(i) of the AMS Terms.

“**Trade Mark**” includes registered and unregistered trade marks and service marks, as well as any and all variations, modifications or enhancements to each of them, whether created before or after the Effective Date.

“**Transaction**” means the transaction between the Merchant and a User in respect of goods or services, which gives rise to a Payment.

“**Transaction Currency**” means the currency in which the Merchant and a User conclude a Transaction.

“**Transaction Data**” means the following information or such information on the Merchant as reasonably requested by AUS from time to time: (a) the date and time of the Transaction, (b) Transaction Value and Transaction Currency, (c) goods or services purchased, and (d) name of the Merchant, MCC and Merchant’s Alipay ID.

“**Transaction Day**” means the 24-hour period of time starting from, and including, 00:00 GMT-7 on the day on which a Payment occurs and ending at, but excluding, 00:00 GMT-7 on the next day.

“**Transaction Report**” means a report of all the completed and not cancelled Transactions issued by AUS to the Merchant.

“**Transaction Value**” means, in relation to a Transaction, the value of such Transaction specified in the Transaction Report, which is the sum of all amounts which appear in the Payment Confirmation for the Transaction, including the purchase price, sales tax and other charges associated with the purchase.

“**User**” means a person who has obtained a Payment Method from a Payment Method Provider.

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“**User Account**” means an account or user profile of a User, comprising (i) the credentials and registration information for that User with the Payment Method Provider and (ii) if applicable, one or more associated payment accounts.

“**Variations**” has the meaning given to it in Clause 23 of the AMS Terms.