

Alipay Operating Rules

These Alipay Operating Rules contain an explanation of the Alipay payment service and set forth the roles and responsibilities of the participants in the Service.

1. Responsibilities of Alipay.

Subject to payment by Acquirer of the Service Fee and Settlement Fee (if applicable) in compliance with the other terms of this Agreement, Alipay will use reasonable commercial efforts to perform

Alipay Service as follows:

- A. Alipay will make Alipay's Platform available and accessible to Acquirer, collect payments in RMB from Alipay Users using Merchant's Platform and Acquirer's service, convert Settlement Fund in RMB into Settlement Currency selected by Acquirer and settle such Settlement Fund with the Acquirer in accordance with the Settlement Option elected by the Acquirer as set forth in the Service Application Form.
- B. Alipay will provide encrypted access for network transmission, including but not limited to the availability to Acquirer's interface for information transmission, configuration safety transmission protocol and selected backstage management.
- C. Alipay undertakes to carry out independent accounting and maintain separate accounts in respect of all amounts payable to Acquirer under this Agreement.
- D. Alipay shall complete on schedule the formalities for outward remittance of the amounts payable by it as agreed under this Agreement.
- E. Alipay undertakes not to divert any of the funds payable to Acquirer without the written consent of Acquirer and Alipay guarantees that such funds shall not be affected by any attachment, judgment, or other legal actions, except as a result of a reason on the part of Acquirer.
- F. If Alipay enters into bankruptcy or liquidation, the amounts payable to Acquirer shall not be incorporated into the scope of bankruptcy or liquidation as part of the bankrupted or liquidated assets, and Acquirer shall have the right to collect such amounts in accordance with applicable law and procedure.

2. Responsibilities of Acquirer.

- A. Acquirer is responsible to ensure all of information and data disclosed and provided by Acquirer and Merchant to Alipay is true, accurate and complete and will give one (1) week notice before any change is affected (including but not limited to any change of Merchant's information).
- B. Acquirer shall not obtain Alipay's services in the name of Acquirer for any other party, or make use of the payment interface provided by Alipay for performing any commercial or non-commercial services for other websites or enterprises.

- C. Acquirer is (and shall ensure Merchant to be) responsible to ensure it will properly use Alipay's transaction management system provided by Alipay and shall ensure its system meets the software requirements and service process provided by Alipay with respect to order handling and goods delivery or service provision, which may be updated from time to time. In particular, Acquirer shall and shall ensure its Merchant to facilitate the provision of Alipay Service as described in Schedule A at its own costs. Alipay will not be responsible for any loss or damages due to the malfunction of Acquirer/its Merchant's own system.
- D. Acquirer represents and shall ensure Merchant be liable for the complaints, goods rejections, and disputes arising out of the illegal, false, outdated or incomplete transaction information contained on Merchant's Platform and defects and poor quality of Products.

3. Alipay Presentation Guidelines

Acquirer shall ensure that the logo of "Alipay" shall be displayed in parity with all other forms of payment supported by Merchant, in areas of the website, wap sites or applications of Merchant such as the home page, shopping cart page, checkout page, product pages, payment options pages, navigation sidebars and Merchant's catalog, in each case on Merchant's Platform where forms of payment are featured for the purchase of goods and/or services. Alipay shall be identified as prominently as other payment forms via physical placement on Merchant's website, drop down boxes, menus, dialog boxes and similar lists and methods used to select a payment type.

Alipay's logo and content must be used only for the purpose of indicating acceptance of Alipay by the Merchant as a form of payment, unless otherwise authorized by Alipay. Acquirer shall ensure that Merchant shall present a truthful description of Alipay Service in accordance with Alipay's guidance and introduction, and direct Alipay Users to access Alipay's Platform through Merchant's Platform to submit service applications.

4. Alipay Payment Policies

- A. **Responsibilities for Service Fee and Settlement fee.** Acquirer should be fully responsible for the payment of any Service Fees and Settlement Fee (if applicable) for using the Alipay Service and will not charge (and shall ensure Merchant not charge) any such Service Fees or Settlement Fee to its Alipay Users.
- B. **Alipay as Payment Method.** Acquirer shall not restrict (and shall ensure its Merchant not to restrict) their customers in any way from using Alipay as a Payment method at checkout at any of the sales channel, including establishing or changing a minimum or maximum purchase amount for customers using Alipay.
- C. **Assignment of a PID.** Alipay will allocate a personal identification number ("PID") allocated by Alipay's software system to Acquirer, which is strictly linked to the PID email address provided by Acquirer for Acquirer, which will be used to keep track of transaction record and information in relation to the Service.
- D. **Prohibited Products.** Acquirer fully acknowledges that Alipay must not provide Alipay Service for any transaction which is prohibited by applicable laws and regulations or violates Alipay's internal policy.

Acquirer guarantees that the Products sold to Alipay Users by Merchant through Alipay's Platform shall not contain articles prohibited or restricted from being sold to Alipay Users under the applicable laws and regulations, including the products listed in Appendix I hereto, which may be updated by Alipay from time to time.

E. Alipay Service for Acquirer's Own Use. Acquirer shall only use Alipay Service for its own account, on Merchant's Platform for its own business purpose as indicated in the Service Application Form and shall not make use of the payment interface provided by Alipay for performing any commercial or non-commercial services for any other third parties' websites, wap sites or applications. Acquirer shall use Alipay Service hereunder to collect Payment only for the products in connection with Merchant who has been preapproved by Alipay.

F. Storage of Transaction Information. Acquirer shall maintain and shall ensure its Merchant to maintain the proofs for each Transaction (for example, proof of delivery) to justify its authenticity within five years after the completion of the transaction for Alipay's review, provided that Alipay shall advise Acquirer of the names of such cooperative banks and regulatory authorities to which such information is presented to the extent as legally and practically allowed.

G. Downtime. Alipay's website (www.alipay.com) and Alipay's Platform are subject to maintenance, repairs, inspections, modifications and improvements, during which the Alipay Service may not be available. Such scheduled Downtime is subject to change. As to any outage of the normal services resulting therefrom, such outage shall not constitute a breach of contract by Alipay.

H. Cooperation. Promptly after the Effective Date, Acquirer and Alipay will discuss in good faith, with a view to agree upon jointly marketing programs to promote the Alipay Service, which shall include without limitation a process for the Parties to facilitate the implementation of the Alipay Service on the Merchant Platform, including the development of APIs, technical integrations, and data exchanges. Each Party shall use commercially reasonable efforts to dedicate the necessary time and resources to launch the Alipay Service in an efficient and cost effective manner. During the term of this Agreement for the limited purposes of performing the obligations set forth in this Agreement and subject to the terms of this Agreement, Acquirer agrees and shall ensure its Merchant agree to grant to Alipay a non-exclusive, nontransferable, royalty-free license to use, reproduce, publish, distribute and transmit any marketing materials, proprietary indicia or other similar items containing Acquirer and/or Merchant's Intellectual Properties necessary for Alipay to perform its obligations contemplated hereunder, including referring to the name of Acquirer and /or Merchant in the public announcement as one of the partners using Alipay Services.

5. Amendment

Alipay may amend these Operating Rules from time to time.