

# **ALIPAY ACCEPTANCE ADDITIONAL CONDITIONS FOR MERCHANTS**

## **1. Customer Due diligence**

- Before providing the Alipay Services for the benefit of any Merchant, the Merchant ensures that CCV can deliver the true and complete Customer Due Diligence information to Alipay in accordance with the Alipay Internal Policies originating from the (prospective) Merchant to Alipay.
- CCV and Alipay are unable to provide Alipay services to the (prospective) Merchant unless it has received all requested Due Diligence information and CCV received formal approval from Alipay to activate the Alipay Payment services.
- CCV and Alipay retain the full discretion to decline access to, or suspend or terminate the provision of the Alipay Services to any Merchant or prospective Merchant at any time and without incurring any liability to the Merchant.

## **2. Refunds**

- Alipay shall not be responsible for any claim or liability that the relevant Alipay User may seek from CCV or the Merchant in the event of any delay in processing such Refund. The Merchant agree to indemnify and hold harmless Alipay and CCV for any losses and damages incurred by or awarded against Alipay in connection with such claims or liabilities.
- The Merchant's after-sale service policy shall be properly notified (in writing or orally) by the Merchant to the Alipay Users before or at the time of the Transaction.
- The Refund is only effectuated through the system interface provided by Alipay. No alternative method for the Refund, including but not limited to bank remittance or topping up CCV's membership account is allowed.

## **3. Rules for unauthorized payment**

- If the accumulative amount of Unauthorized Payments submitted by the Merchant exceeds an amount or percentage to be determined by Alipay of the total Transaction Value of the Transactions submitted by CCV in any single calendar month, the Merchant will, upon Alipay's request, cooperate with Alipay to mitigate the risks of the relevant Transactions.

## **4. Transaction Information**

- The Merchant provides all necessary records and information for each Payment submitted by CCV via Alipay's Platform ("Mandatory Transaction Information") and that such Mandatory Transaction Information provided to Alipay is true and complete.
- The Merchant shall provide CCV with copies of the transaction documentation (which shall include, as a minimum, names and prices of the products/services in question, evidence that the product/service has been delivered to the Alipay User, Receipt (if obtained by the Merchant

contact information on the relevant Alipay User)) within 2 days of request from CCV. If the transaction documentation in respect of a disputed Alipay Payment is not received within this deadline, CCV shall be authorized to credit the Alipay Payment to the Alipay User and set off the amount of that Alipay Payment against any current or future settlement amounts due to the Merchant.

Upon reasonable request by Alipay, the Merchant shall share records and information (including transaction information and records) with Alipay from time to time and Alipay is authorized by the Merchant to provide the relevant records and information to governmental agencies, regulatory authorities and third party service providers for examination and verification as necessary.

## **5. Prohibited Products**

The Merchant will not accept Alipay payment for products (or products containing articles) prohibited from being sold to Alipay Users under applicable law, or violated Alipay's internal policies, including without limitation the products listed in Appendix 1 (Prohibited Product List), which may be updated by Alipay from time to time. The Merchant will indemnify and hold harmless CCV and Alipay for any damages, losses and liabilities that parties may suffer arising from or in connection with such prohibited transaction.

## **6. Fraud and risk**

- If an Alipay User claims that CCV or any of its Merchants has submitted any Unauthorized Payment or other fraudulent Transaction via Alipay's Platform, the Merchant provides the Transaction Evidence within five (5) Working Days upon Alipay's request.

- The Merchant only uses the Alipay Services for their own account, for their own business purpose and will not make use of the payment interface provided by Alipay in connection with these Alipay Acceptance Additional Conditions for Merchants ("Conditions") for performing any commercial or non-commercial services for any other third parties.

## **7. Alipay payment policies**

The Merchant will use the Alipay Services only for the Products in connection with such Merchant's principal business as notified to Alipay. The Merchant acknowledges that Alipay shall provide the Alipay Services only for bona fide commercial transactions pursuant to Applicable Law.

The Merchant permits that CCV or Alipay shall use commercially reasonable efforts to (i) establish and maintain effective internal control and risk management systems, procedures and policies; (ii) utilize appropriate and reasonable parameters (including but not limited to the volume of the Transaction, Transaction Value, Merchant type and type of the Alipay Services and products) to assess the level of risks associated with the Merchants and the Transactions accordingly; and (iii) monitor, control, manage, remediate and/or terminate the Merchants and the Transactions with higher-level risks using reasonable measures acceptable to the industry standard such as on-site visits, investigations, remedial actions or termination.

Each Merchant shall ensure that (i) they provide all relevant information for uploading onto the Alipay's Marketing Platform; (ii) they replace existing materials to new point of sale and other in-store materials including the Alipay logo with appropriate prominence; (iii) their store staff have been trained to use the Alipay Services efficiently; and (iv) they report problems with the acceptance of an Alipay transaction as soon as possible to CCV.

#### **8. Use of and rights to trademarks and other intellectual property rights**

The Merchant is entitled to use Alipay's trademarks solely in connection with its marketing of products and services that can be paid for using the Alipay Wallet. Alipay is the exclusive owner of the Alipay identifying logos and related rights.

The Merchant must clearly post the trademarks (logos) of Alipay that it accepts as means of payment in accordance with the Alipay Marketing Guidelines. The trademarks must not be used for any other purpose. CCV and/or Alipay distribute stickers to the Merchant.

During the term of these Conditions for the limited purposes of performing the obligations set forth in these Conditions and subject to the terms of these Conditions, the Merchant grants to Alipay a nonexclusive, non-transferable, royalty-free license to use, reproduce, publish, distribute and transmit any of the Merchant's marketing materials, proprietary indicia or other similar items containing the intellectual property of the Merchant necessary for Alipay to perform its obligations contemplated by these Conditions and to refer to the name of the Merchant in the public announcement as one of the partners accepting Alipay as a payment method.

The Merchant represents and warrants to Alipay and CCV that it has obtained all necessary authorities, permissions, approvals and licenses to license the intellectual property to Alipay and that the intellectual property does not infringe the intellectual property of any third party.

#### **9. Merchant Marketing Information**

On or before the time entry into force of these Conditions, and at the subsequent intervals set out in the Alipay Marketing Guidelines during the term of these Conditions, the Merchant, CCV or a third party specialized in Alipay marketing engaged by the Merchant shall provide the Merchant Marketing Information to Alipay through the Alipay Marketing Platform in accordance with procedures and requirements as set forth in the Alipay Marketing Guidelines according to instructions by CCV. The Merchant or a third party specialized in Alipay marketing shall actively manage the Merchant Marketing Information on the Alipay Marketing Platform and ensure that its Merchant Marketing Information remains full, accurate and up-to-date, and also conduct marketing activities using the up-to-date Merchant Marketing Information to increase its visibility and digital foot traffic on the Alipay Marketing Platform in accordance with instructions from Alipay.

The Merchant hereby grants to CCV and Alipay, and consents to the granting by CCV on the Merchant's behalf to Alipay of a nonexclusive, worldwide, perpetual, non-revocable, non-terminable,

sub-licensable, royalty-free right and license (including in relation to any intellectual property rights) to use, access, store, reproduce, publish, distribute, modify, aggregate with other information, analyze, transmit and otherwise process the Merchant Marketing Information in connection with or relating to the Alipay, Alipay Marketing Platform, Alipay Wallet, Alipay's platform, or Alipay's websites.

#### **10. Derived Information**

- As between CCV and the Merchants, on the one hand, and Alipay, on the other hand, Alipay shall own all right, title and interest (including any Intellectual Property rights) in and to Alipay's Derived Information whether obtained or generated prior to, during, or after the term of these Conditions .

- "Alipay's Derived Information" means any information relating to or derived from the Alipay Services, Alipay's Marketing Platform, Alipay's Platform, Alipay Wallet or Alipay's websites, including an Alipay User's or a third party's access to, use of, or interactions with, any of the foregoing. It shall: (i) include, without limitation, information relating to the number and value of Transactions (including involving coupons), and Alipay User traffic and viewings of webpages and notices; and (ii) exclude unprocessed form of the Merchant's Marketing Information.

#### **11. Alipay user dispute**

- In case of an user dispute (Processing errors or Consumer disputes like: Goods/services not received or are not as described; Damaged/defective goods/services; Refund not processed; Cancelled/returned goods/services – no refund; Discount not applied; Payment received but not recognized by a Merchant) CCV may contact the Merchant immediately and request relevant documentation relating to the User Complaint and the Alipay Request and a decision by the Merchant to accept or deny the Alipay Request (the "Merchant Response"). The Merchant shall respond within seven (7) calendar days (the "Merchant Response Deadline") from the date Alipay Request is sent.

- If CCV receives the Merchant Response and determines, based on a reasonable person standard, such response does not constitute sufficient ground to deny the Alipay Request or the Merchant accepts the Alipay Request, CCV shall either instruct the Merchant to fully implement the Alipay request by initiating a Refund to the Alipay User and taking Remedial Actions within three (3) calendar days from the Merchant Response Date or fully implement the Alipay Request itself by initiating the Refund to the Alipay User through the API provided by Alipay and take Remedial Actions directly within five (5) calendar days from the Merchant Response Date.

- If CCV does not receive any Merchant Response by the Merchant Response Deadline, it shall notify Alipay immediately and fully implement Alipay Request by initiating a Refund by itself through the API provided by Alipay to the relevant Alipay User and take Remedial Actions within three (3) calendar days from the Merchant Response Deadline.

## Appendix 1

### Prohibited Product List

1.	Illegal political audio visual products and publications
2.	Illegal political program channels
3.	State secret documents and information
4.	Pornographic and vulgar audio visual products, channels and publications
5.	Pornographic and vulgar erotic services
6.	Gambling devices and accessories
7.	Lottery
8.	Gambling service
9.	Narcotics and related accessories
10.	Weapons of all types (including daggers, firearms and accessories), replica weapons, ammunitions and explosives)
11.	Military or police equipment
12.	Illegally obtained proceeds or properties as result of crime
13.	Poisonous or hazardous chemicals '
14.	Batons and electric batons
15.	Lock picking tools and accessories
16.	Anesthetic, psychotropic or prescription medicine'; illegal unregistered medicine
17.	Fetal gender determination
18.	Aphrodisiac
19.	Online sale of medical services, including medical consulting, hypnotherapy, plastic surgery
20.	Hacking services or accessories
21.	Malwares
22.	Illegal publication of certificates or carving of stamps
23.	Crowd funding
24.	Video chatting services
25.	All religious websites, publication or accessories
26.	Online cemeteries and ancestor worshipping
27.	Sales of personal information (e.g. identity card information)
28.	Espionage equipment and accessories
29.	Services or products that infringe on personal privacy (e.g. online activity monitoring)
30.	Pyramid schemes and multi-level marketing
31.	Gold investment
32.	Cash disbursement from credit funding sources (e.g. credit cards)
33.	Counterfeit currency
34.	Illegal sale of financial information (e.g. bank accounts, bank cards)
35.	Stock and securities
36.	Mutual Funds
37.	Insurance products and platforms
38.	Financial products and services

39.	Rebate or cashback services
40.	Software or products related to trading of financial products and information
41.	Single-purpose prepaid cards (including gift cards and other stored value cards)
42.	Illegal or un-registered fund-raising activities
43.	Foreign exchange services
44.	Peer to peer (P2P) lending services
45.	Payment by instalments service
46.	Trading in invoices issued within the Peoples' Republic of China
47.	Trading or sale of virtual currencies (e.g. Bitcoin, Litecoin)
48.	Satellites and antennas
49.	Archaeological and cultural relics
50.	Trading or distribution of currency (both RMB and foreign currencies)
51.	Counterfeit or replica food products
52.	Online sale of tobaccos and cigarettes
53.	Fireworks and firecrackers
54.	Crude oil
55.	Human organs
56.	Surrogacy services
57.	Services to facilitate plagiarism and examination fraud
58.	Protected species
59.	Smuggled goods
60.	Sales or distribution of event tickets without license (e.g. Olympic Games or World Expo tickets)
61.	Seeds
62.	Real estate
63.	Charitable organizations
64.	Auction sites and services
65.	Pawn services
66.	Lucky draws
67.	Sale of animals, plants or products with contagious and hazardous diseases
68.	Sale of animals, plants or products originating from areas declared with an epidemic outbreak of contagious diseases
69.	Services or products facilitating unlawful public gathering

As updated by Alipay from time to time.