Merchant Processing Agreement

Last updated: December 05, 2016

This Merchant Processing Agreement ("Agreement") is between CITCON USA LLC ("Citcon," “we,” “our,” or “us”) and you, the merchant ("Merchant," “you” or “your”) accepting Mobile Wallet payment credentials such as Alipay and WechatPay ("Credentials") from your customers using Mobile Wallet ("Customers") as payment for goods and services ("Transactions"). This Agreement governs your use of the payment processing services for Mobile Wallet ("Mobile Payment Services") provided by Citcon, and you agree to be bound by the terms of this Agreement and all other terms, policies and guidelines made available by us applicable to the Payment Services. The Payment Services may only be used for business purposes, and may not be used to accept payments for personal, family, or household purposes. The Payment Services may only be used in the fifty states of the United States. Capitalized terms shall have the meaning set forth herein.
Payment Services

1. Our Role
Citcon is a payment processor that allows you to accept Credentials from Customers for Transactions. Citcon is not a bank, a money services business ("MSB") or a money transmitter, and Citcon does not offer banking services, MSB services as defined by the United States Department of Treasury, or money transmission services as defined under applicable state law. The Payment Services enable you to receive payments from Customers.

In order to serve in this role, we must enter into an agreement with Mobile Wallet providers ("Acquirer Agreement"). The Acquirer Agreement sets forth certain rights and obligations of Mobile Wallet Provider such as Alipay and WechatPay ("MWP"), Citcon, and Merchants. Citcon does not assume any liability for the goods or services purchased by Customers using the Payment Services.

2. Your Authorization
You authorize us to act as your agent for the limited purposes of holding, receiving, and disbursing funds on your behalf in connection with the Payment Services. Based on your authorization, we may generate an electronic funds transfer in order to settle the proceeds of each Transaction that you authorize, less any applicable Fees (as defined in Section 6) ("Proceeds"). Your authorization will remain in full force and effect until your Citcon Account (as defined in Section 9) is closed or terminated and all outstanding Transactions processed. You acknowledge and agree that our processing of a Transaction, and our subsequent receipt of funds in connection with a Transaction on your behalf, satisfies your Customer’s obligations to make payment to you. We will settle to you funds actually received by us from MWP on your behalf, less amounts owed to us, subject to any Refunds (as defined in Section 16). Your authorization permits us to debit any Linked Account (as defined in Section 10) at any time for the purposes specified in this Agreement. By agreeing to the terms of this Agreement, you also agree to be bound by and comply with any applicable rules of the National Automated Clearing House Association.
3. Payment Methods
You may only process payments when authorized to do so by your Customer. You are solely responsible for verifying the identity of your Customers (if required by applicable law), ensuring that Customers have authorized the Transaction, determining their eligibility to purchase your products and services, and for using the Payment Service in accordance with this Agreement and applicable law (as described further in Section 5). Citcon does not guarantee or assume any liability for Transactions authorized and completed that are later reversed or refunded (see Section 16). You are solely responsible for all reversed or refunded Transactions, regardless of the reason for, or timing of, the reversal or refund.

4. No Charge-Back Guarantee and Limitations.
To the extent that a user initiates a chargeback with MWP for any transaction approved by Citcon at your POS or online POS, Citcon will not seek reimbursement from you. Except,

a. Citcon's No Chargeback Guarantee shall not apply to a transaction in which Merchant or a Merchant employee actively commits or colludes to commit fraud against Citcon, a User, credit card holder or issuer, or any other MWP, by utilizing the Citcon platform and/or any Citcon API.

b. Citcon's No Chargeback Guarantee shall not apply to transactions that exceed the standard transaction limit imposed by Citcon pursuant to these Terms.

c. Citcon's No Chargeback Guarantee does not apply to purchases of prohibited goods or services listed in the Exhibits.

5. Prohibited Use of the Payment Services
You may not use the Payment Services for any Transaction that is prohibited by applicable laws and regulations. You represent and warrant that the goods or services sold to Customers shall not contain articles prohibited or restricted from being sold to Customers under applicable laws and regulations or the goods or services listed in Appendix I, which may be updated by us from time to time. You further represent and warrant that the goods or services sold to Customers do not infringe upon any third
party's rights and interests, including, without limitation, intellectual property rights and other proprietary rights. As provided for in Section 45, we reserve the right to terminate your Citcon Account for any reason, including due to policy changes with respect to the types of goods or services sold to Customers using the Payment Services.

6. Fees
You agree to pay the applicable fees listed on our Fee Schedule ("Fees") attached in the Merchant Enrollment Form. We reserve the right to change our Fees upon thirty (30) days’ advance notice by making a change to the Fee Schedule. By continuing to use the Payment Services, you agree to any such changes. Fees charges, and payments collected or paid through the Payment Services are denominated in U.S. dollars. All Fees are charged at the time we process a Transaction.

7. Errors
If we determine that we made an error in connection with a Transaction through the Payment Services, we will address it by either crediting your Citcon Account or debiting your Linked Account (as defined in Section 10) for the difference. We will only correct Transactions that you process incorrectly if you notify us of such an error. You waive any rights to amounts owed if you fail to notify us of what you believe to be an error within sixty (60) days of when it first appeared on your electronic Transaction history.

8. Taxes
It is solely your responsibility to determine what, if any, taxes apply to your sale of your goods and services in connection with your use of Payment Services, as well as the payments you receive for such sales ("Taxes"). You are solely responsible for assessing, collecting, reporting, or remitting, as appropriate, the correct Taxes to the proper tax authority. We are not obligated to, nor will we, determine whether or what Taxes apply. We are also not obligated to, and will not, calculate, collect, report, or remit any Taxes to any tax authority arising from any Transaction. Nevertheless, you acknowledge that we may be required make certain reports to tax authorities regarding Transactions, as well as regarding Merchants.
9. Citcon Account

To use the Payment Services, you will first have to register for a Citcon account ("Citcon Account"). By registering a Citcon Account, you confirm that you are a Merchant that is a business entity authorized to conduct business as required by applicable law. You must use your business’s true and accurate name when registering for Citcon Account. This name will appear in your Customers’ account history for all payments you accept using the Payment Services.

When you register, we will collect basic information including your company name, location, tax identification number, and phone number. We will also collect basic information about any majority owners of the company including name, address, social security number, and driver’s license number.

When you register, you also must provide information about an owner or principal of the business authorized to act on behalf of the business, and to bind the business to this Agreement ("Authorized Representative"). When the Authorized Representative executes this Agreement, the Authorized Representative is accepting the terms and conditions of this Agreement on behalf of the business.

When you register, you also will be required to provide an email address and password for your Citcon Account. You may not register if we have already rejected an account for your business. If you believe that we have rejected your account application in error, please contact us.

10. Linked Account

We will settle Proceeds via automated clearinghouse ("ACH") to the U.S. bank account you provide when registering your Citcon Account ("Linked Account"). Your Linked Account(s) must be located at a bank branch in the United States and held in the name of your business. You are responsible for the accuracy and correctness of information regarding your Linked Account(s), including inputting the correct information as part of registering or updating your Linked Account(s). The actual timing of the settlement
of funds to your Linked Account will be subject to the Payout Schedule (as defined in Section 14). After settlement of funds is initiated to your Linked Account(s), we will update information in your Citcon Account to reflect settlement.

11. Identity Verification

Citcon will review the information you submit about the Merchant, owners, principals and Authorized Representatives, in connection with your request for the Payment Services. Citcon may periodically for as long as you have a relationship with Citcon request additional information from you, or obtain additional information about you, owners, principals and Authorized Representatives, including from any business references, financial institutions and credit reporting agencies, to determine whether you continue to meet the requirements for a Citcon Account. For example, Citcon may ask you to present invoices from your suppliers, a business license, or other information. If you refuse any of these requests, your Citcon Account may be suspended or terminated. The information collected by Citcon will be used for the purposes of investigating and verifying your credit and financial information, verifying the identity and creditworthiness of your owners and principals, and determining your eligibility for a Citcon Account. As part of our credit investigation, you acknowledge that social insurance numbers (if provided) and dates of birth will be used for credit matching and identity verification. Citcon may use and exchange information with financial institutions and Mobile Wallet Providers for the purpose of providing you with the requested products and services and for security measures in relation to your Citcon Account and as otherwise permitted by law.

By requesting Payment Services, you consent to Citcon's collection, use and disclosure of information as described herein, to administer, service and enforce your Citcon Account and this Agreement, and otherwise in accordance with our Privacy Policy listed in Appendix II. If you provide us with personal information relating to an owner, principal or Authorized Representative, you represent and warrant to us that you have obtained their consent to provide their personal information for these purposes. Personal information will be maintained in electronic files, which will be stored on our servers or those of our service providers, and will be accessible by our authorized employees and agents. You acknowledge that Citcon uses service providers located outside of USA to provide the Payment Services and that as a result, personal information may be subject to applicable
foreign legal requirements including lawful requirements to disclose personal information to governmental authorities in certain circumstances. For more information about Citcon's personal information handling practices, including our use of service providers outside of USA, or to request access to or correction of personal information, please review our Privacy Policy or contact our Privacy Officer at support@citcon.com
Use of Your Citcon Account for Payment Services

12. Access to Proceeds
We will settle Proceeds to your Linked Account, subject to the Payout Schedule. If Citcon is not able to debit or credit your Linked Account as may be required pursuant to this Agreement, your Linked Account may be de-linked from your Citcon Account and we may suspend your access to the Payment Services until such time as you are able to establish, subject to our verification and approval, a new Linked Account.

13. Setoff Rights
You grant us a security interest in, as well as a right of setoff against, your Citcon Account. You further assign, convey, deliver, pledge and transfer to us, as security for repayment of any obligations due under this Agreement, all of your right, title, and interest in the Citcon Account. We are authorized, without any prior notice to you, to collect, charge, and/or setoff the indebtedness against any such accounts and other obligations. We retain the option to administratively freeze or direct any third party bank holding funds associated with your Citcon Account to freeze any such accounts so that we are able to protect our security interest and related rights are provided for in this section. Such authorization is valid without prior notice to you, and regardless of whether we make any demand to you under this Agreement or the obligation is contingent, matured or unmatured, to the extent permitted by applicable law.

14. Payout Schedule
The “Payout Schedule” is specified in the Merchant Enrollment Form. This Payout Schedule describes the time it takes for us to initiate the settlement of funds to your Linked Account in the amount of the Proceeds from Transactions processed through the Payment Services. Citcon will initiate settlements of Proceeds to your Linked Account in accordance with the Payout Schedule. Settling of Proceeds may be delayed until your Linked Account is verified, and if we are unable to verify a Linked Account, we may not be able to provide the Payment Services to you. We are not responsible for any action taken by MWP or the financial institution holding your Linked Account that may result in some or all of the funds not being credited to your Linked Account or not being made available to you.
15. Availability of Proceeds
If we or MWP need to conduct an investigation or resolve any pending dispute related to your use of the Payment Services, we may defer payout or restrict access to your Proceeds. We may also do so if requested by any governmental entity, or if we believe it is necessary to comply with applicable law or court order.

16. Refunds and Returns
By accepting Credentials through the Payment Services, you agree to process returns of, and provide to us, refunds and adjustments for your goods or services (“Refunds”) in accordance with this Agreement and the Operating Rules, as defined in Section 29. If any Refund is required by your refund policy or if you notify the Customer that you will make a Refund, we will provide the Refund to MWP and you will provide us with funds equivalent to the amount of the Refund in a timely manner. You authorize us to deduct the amount of the Refund from the Proceeds for purposes of compensating us for the Refund. If your Proceeds are not sufficient to compensate us for the Refund, you authorize us to deduct the amount of the Refund from future Proceeds until we have satisfied the amount of the Refund. We will only accept Refund instructions if received within 90 days from the date of any Transaction, except for air travel products (for example, air ticket) if both you and us agree, where a refunding period of 365 days is applicable. Citcon has no obligation to accept any returns of any of your goods or services on your behalf.

17. Transaction History
Your Citcon Account activity will be updated to reflect the payment of Proceeds and Transactions that are processed and settled using the Payment Services (“Transaction History”). Transaction History for the previous twenty-four (24) months will be available to you when you login to your Citcon Account. Notwithstanding that we will provide Transaction History in your Citcon Account, you are solely responsible for compiling and retaining permanent records of all Transactions and other data associated with your Citcon Account as may be required for your business or pursuant to applicable law. We are not responsible for maintaining Transaction History or other records in a manner consistent with your record retention obligations and may change the duration of the Transaction History at any time. If you believe that there is an error or unauthorized Transaction activity is associated with your Citcon Account, you must contact us
immediately.

18. Pooled Accounts
Before we settle Proceeds to your Linked Account, funds to be settled may be co-mingled and held with other Merchants’ funds in one or more pooled accounts by us, at one or more banks, on your behalf and for the benefit of you and other Merchants (“Pooled Account”). We have sole discretion over the establishment and maintenance of any Pooled Account. You will not receive interest or any other earnings on any funds that we handle for you, including funds held in a Pooled Account. We will not voluntarily make funds held in a Pooled Account available to our creditors in the event of bankruptcy or for any other purpose. As consideration for using the Payment Services, you irrevocably assign to us all rights and legal interests to any interest and/or other earnings that may accrue or are attributable to our holding of funds in a Pooled Account.

19. Dormant Citcon Accounts
If you do not process payments through your Citcon Account for an extended period of time or do not have a verified Linked Account, funds owed to you may be deemed “unclaimed” or “abandoned” under your state’s law. In the event your Citcon Account becomes dormant, we will provide you with notice as required by applicable law and instructions for how to obtain such funds. If funds remain unclaimed, Citcon will address such funds as required by applicable law.

20. Your License to Use the Payment Services
Subject to the terms and conditions of this Agreement, Citcon hereby grants to you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Payment Services and any Additional Materials (as defined below), within the United States, in accordance with this Agreement and any documentation or other policies or instructions made available to you by Citcon, solely as necessary to (a) accept and receive payments through the Payment Services, and (b) manage the funds you so receive. The “Additional Materials” mean documentation, images, support pages, any APIs, and any updates thereto, provided to you hereunder by Citcon. If any such updates are subject to new or additional terms, we may update this Agreement (in accordance with Section 40 below) or otherwise provide notice to you of such new or additional terms. We may terminate this license at any
time if you access or use the Payment Services or any Additional Materials other than as expressly permitted by this Agreement. The Payment Services and the Additional Materials are licensed and not sold, and we reserve all rights not expressly granted to you in this Agreement. The Payment Services and the Additional Materials are protected by copyright, trade secret and other intellectual property laws. We own all interest, title, and other worldwide IP Rights (as defined in this Section) in the Payment Services and the Additional Materials, and all copies thereof.

Except as otherwise expressly permitted by this Agreement, you will not, and you will not permit or enable any third party to: (i) use the Payment Services or any Additional Materials for any purpose or in any manner other than as expressly permitted in this Section 19; (ii) rent, sell, lease, lend, convey, redistribute, sublicense or otherwise provide any third party with use of any Payment Services or Additional Materials; (iii) modify, decompile, reverse engineer, alter, tamper with or create derivative works of any Payment Services or Additional Materials, except solely to the extent that such restriction is prohibited by applicable law; (iv) use the Payment Services or Additional Materials in any manner that infringes or violates any third-party rights or any applicable law; or (v) access legacy or internal application programming interfaces or data feeds that are not available or intended by Citcon to be available. Upon any termination of this Agreement, you will promptly cease accessing and using the Payment Services and the Additional Materials, and delete any copies of the Additional Materials in your custody or control.

For the purposes of this Agreement, “IP Rights” means all patent rights; copyright, including rights in any derivative works; moral rights; rights of publicity; trademark, trade dress, and service mark rights; goodwill; trade secret rights; and other intellectual property rights as may now exist or hereafter come into existence, including all applications and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

21. Receipts
For any Transaction where your Customer is present and the Transaction is greater than $100 CAD, you will request that your Customer personally sign for such Transactions. For any Transaction greater than $100 USD, you will make a written receipt available to your Customers in accordance with applicable law, and the Customer may opt to receive or
decline such a written receipt.

22. Customer Service

We do not provide, and therefore you are solely responsible, any customer service relating to the goods or services you sell to Customers. In performing customer service, you will always present yourself as a separate entity from us. As between you and us, we are solely responsible for customer service issues relating to any Citcon Account.
23. Your Liability

With each Transaction you process through the Payment Services, you represent, warrant and covenant to us that: (a) you are a business engaged in the sale of products or services that are not otherwise prohibited pursuant to this Agreement; (b) if you are a sole proprietor, you are at least 18 years of age; (c) you are eligible to register and use the Payment Services and have the right, power, and ability to enter into and perform under this Agreement on behalf of the Merchant; (d) the information you provide to Citcon as part of your registration is current, accurate, and complete; (e) any Transaction submitted by you will represent a bona fide Transaction for permitted products or services; (f) any Transactions submitted by you will accurately describe the products or services sold and delivered to a Customer; (g) you will not engage in any unfair, deceptive, or abusive acts or practices when utilizing the Payment Services; (h) you will fulfill all of your obligations to each Customer for which you submit a Transaction and will resolve any consumer dispute or complaint directly with the Customer; (i) you and all Transactions initiated by you will comply with all federal, provincial, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (j) no Transaction submitted by you through the Payment Services will represent a sale to any principal, partner, proprietor, or owner of your entity, with the exception of Transactions in the ordinary course of business; and (k) you will not use the Payment Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner so as to interfere with the normal operation of the Payment Services.

24. Your Liability

Refunds, reversals, claims, fines, fees, penalties and other liability arising out of or relating to your use of the Payment Services and your breach of this Agreement are your exclusive responsibility. If you are responsible for the loss or theft of Credentials, you are responsible for the use of such Credentials to purchase products or services from your business. You are responsible for selecting and implementing security controls that are
consistent with the nature, size, and scope of your business. You agree to reimburse any impacted party for any and all such liability that may arise due to the loss or theft of Credentials, whether such reimbursement is due to a Customer, Citcon or MWP, or a third party designated by Citcon or MWP.

With respect to any claims, Citcon will have the final decision-making authority. You will be required to reimburse Citcon for any liability incurred due to your fulfillment or failure to fulfill obligations to Customers, including delivery of products or services. You will not receive a refund of any Fees paid to Citcon.

Without limiting the foregoing, you agree to defend, indemnify, and hold harmless Citcon, and its respective employees, directors, agents, and affiliates (collectively “Disclaiming Entities”) from and against any claim, suit, demand, loss, liability, damage, action, or proceeding arising out of or relating to (i) your breach of any provision of this Agreement; (ii) your use of the Payment Services or Additional Materials; (iii) your obligations under this Agreement, including without limitation with respect to any refunds, claims, fines, fees, penalties and lawyers’ fees; (iv) negligence or willful misconduct of your employees, contractors, or agents; and (v) all third-party indemnity obligations we incur as a direct or indirect result of your acts or omissions. Citcon may immediately deduct the amounts owed for such liability from your Proceeds.

25. No Warranties

THE PAYMENT SERVICES ARE PROVIDED ON AN “AS IS” AND “WHERE AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE PAYMENT SERVICES TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE PAYMENT SERVICES, OR FROM (I) CITCON OR MWP, OR (II) THE PROCESSORS, SUPPLIERS OR LICENSORS OF CITCON OR MWP, WILL CREATE ANY WARRANTY FROM ANY OF THESE DISCLAIMING ENTITIES TO YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER CITCON NOR MWP HAVE ANY CONTROL OVER THE PRODUCTS OR SERVICES THAT ARE PAID FOR WITH THE PAYMENT SERVICES, AND NEITHER CITCON NOR MWP CAN ENSURE THAT
YOUR CUSTOMERS WILL COMPLETE A TRANSACTION OR ARE AUTHORIZED TO DO SO.

26. Limitation of Liability andDamages
WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF ANY INFORMATION OR OTHER MATERIALS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY INFORMATION OR OTHER MATERIALS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. WITHOUT LIMITING THE FOREGOING, WE WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM CAUSES OUTSIDE OUR CONTROL, OR FROM YOUR USE OF OR INABILITY TO USE THE PAYMENT SERVICES. YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE PAYMENT SERVICES IS TO STOP USING THE PAYMENT SERVICES. THE MAXIMUM AGGREGATE LIABILITY OF CITCON FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE GREATER OF: (1) THE TOTAL AMOUNT OF FEES PAID BY YOU TO CITCON SOLELY FOR THE RIGHT TO USE THE PAYMENT SERVICES, AND (2) TWENTY CANADIAN DOLLARS ($20). ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE ON BEHALF OF CITCON AND ITS SUCCESSORS AND ASSIGNS.

The Payment Services are controlled and operated from facilities in the United States. Except where expressly stated otherwise, Citcon makes no representations that the Payment Services are appropriate or available for use in other locations. Those who access or use the Payment Services from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States, foreign and local laws and regulations, including but not limited to export and import regulations. You may not use the Payment Services from, or on behalf of persons or entities (a) in a country embargoed by the United States, or (b) blocked or denied by the United States government. Unless otherwise explicitly stated, all materials contained in the Payment Services are solely directed to individuals, companies, or other entities located in the United States.
Compliance with Applicable Law and Operating Rules

27. Restricted Use
You will not act as a payment processor or otherwise resell the Payment Services to any third party. You shall only use the Payment Services for your own account, and you shall not use the Payment Services for any third party.

28. Unauthorized or Illegal Use
You will only accept Credentials for Transactions permitted by applicable law. We reserve the right to not authorize or settle any Transaction if we believe it is in violation of these terms or any other agreement with Citcon, or that it exposes you, your Customers, other Merchants, or Citcon to harm (including criminal acts and fraud). If we suspect that your Citcon Account has been used for an unauthorized, illegal, or criminal purpose, including a purpose explicitly barred by this Agreement, you give us express authorization to share information about you, your Citcon Account, and any of your Transactions, at our discretion, with law enforcement and our financial institution partners and MWP.

29. Operating Rules
By using the Payment Services, you agree to comply with all applicable bylaws, rules, and regulations set forth by MWP, as amended from time to time (“Operating Rules”). The most recently updated version of the Operating Rules is listed in Appendix V hereto. Citcon may be required to change this Agreement in connection with amendments to the Operating Rules. In the event of inconsistency between the Operating Rules and this Agreement, and except as otherwise agreed between Citcon and MWP, the Operating Rules shall apply.

29. Logos and Marks
The MWP logo shall be displayed in parity with, and identified as prominently as, all other forms of payment supported by Merchant. The MWP logo shall be used only for the purpose of indicating acceptance of MWP by the Merchant as a form of payment, unless otherwise authorized by MWP. Merchant shall present a truthful description of the Payment Services.
31. Intellectual Property
You acknowledge that MWP owns all right, title and interest in and to the service offered by MWP, including the rights to all intellectual property thereto. MWP may authorize Citcon to use its intellectual property solely for the limited purpose of the Payment Services, consistent with the Acquirer Agreement.

32. Data Privacy
You agree to protect information about identifiable individuals that you may collect or otherwise have access to in connection with any Payments you accept through a Mobile Wallet (“Personal Information”), and agree to only use such Personal Information for the purpose of fulfilling your obligations under this Agreement and for other purposes permitted by law. You shall take all commercially reasonable steps to ensure that such Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and shall promptly notify us of any loss of, or any unauthorized disclosure of or access to, such Personal Information. You may retain records of Payment for complying with applicable laws and internal compliance requirements.

33. Confidential Information
You acknowledge that Confidential Information is valuable to Citcon and you agree to treat as confidential all Confidential Information received from Citcon regarding the Payment Services. You shall not disclose such information except to perform your obligations under this Agreement or as required by applicable law, and in the event such disclosure is required by law, the disclosing Party you shall give Citcon prior notice of such disclosure, except that you do not need to provide such notice where you are prohibited by applicable law from providing such notice. Upon termination of this Agreement and our written request, you shall promptly return or destroy all tangible material embodying Confidential Information. “Confidential Information” means all nonpublic, proprietary or other confidential information, whether in oral, written or other form, including but not limited to: the content and performance of this Agreement, business plans, capitalization tables, budgets, financial statements; costs, prices, and marketing plans, contracts and licenses, 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, and source code, object code, graphical design, user interfaces and other intellectual
property, including that of any Customer, supplier or other third party (including the interface technologies, security protocol and certificate to any other website or enterprise provided by MWP).
Other Terms

34. Publicity
Neither you nor we may issue any press release or make any public announcement pertaining to this Agreement without the prior written consent of the other party unless required by applicable law. However, the preceding limitation shall not be interpreted to prevent Citcon or MWP from making statements about Citcon’s or MWP’s aggregate business or about the Payment Services in general in or outside of the jurisdiction where you or we are located.

35. Force Majeure
Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, a Force Majeure Event. However, a Force Majeure Event will not excuse a party’s failure to make any payment pursuant to the Payment Services. A “Force Majeure Event” means an event that is not foreseeable, the consequence of which cannot be prevented or avoided and beyond the reasonable control of the affected party other than due to its fault or negligence, which includes, without limitation to, acts of god, fire, computer virus, defect in design of instrumental software, attack by hacker, change in laws or policies, major outages of a telecommunication carrier’s network connections, interface incidents of partner banks and financial institutions, gateway incidents of mobile carriers, unexpected incidents resulting from changes in Merchants’ systems, unexpectedly large increases in traffic volume as a direct result of any orders of a governmental authority, and governmental authority intervention that results in the seizure or confiscation of party’s systems, in each case to the extent used in or necessary for the provision of the services and only to the extent such event(s) are beyond the control of the affected party and only for as long as such event(s) persist.

36. Parties
This Agreement binds you and your respective representatives, and permitted and approved successors, including those by merger and acquisition, or any permitted assigns.
37. Change of Business
If you intend to make any change to your business, such as a change in the product or services types you offer or your trade name, you agree to notify us 30 days prior to any such change. In the event of any voluntary or involuntary bankruptcy or insolvency petition or proceeding, you agree to promptly notify us. If there is adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of twenty-five (25) percent or more of your total assets or any change in the control or ownership of you or your parent entity, you agree to notify us. You will also notify us of any judgment, writ or warrant of attachment or execution, or levy against twenty-five (25) percent or more of your total assets not later than three (3) days after you obtain knowledge of it.

38. Choice of Law; Jurisdiction and Venue
This Agreement is governed by the laws of the State of California without regard to its choice of law provisions. The exclusive venue for any actions or claims arising under or related to this Agreement will be the state or federal courts located in Santa Clara County, California. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

39. Headings
Headings are included in this Agreement for convenience only, and will not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws. Our delay or failure to assert any right or provision under this Agreement will not constitute a waiver of such right or provision. No waiver of any term of this Agreement will be deemed a further or continuing waiver of such term or any other term.

40. Right to Amend
Other than increasing existing Fees or adding new Fees which we may do pursuant to Section 6 (Fees), we have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the Payment Services or software. We may provide with notice of such changes in any manner that we in our sole discretion deem to be reasonable in the circumstances,
including without limitation by posting such notice on our website at the following link http://www.citcon-inc.com (or such other address that we may provide you from time to time). Any use of the Payment Services or software after our notification of any such changes will constitute your acceptance of this Agreement as modified.

41. Assignment
This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction upon notice to you or where substantially all of Citcon's assets are sold. Any attempt by you to assign this Agreement, or any rights or licenses granted herein, without Citcon’s express written consent will be null and void.
Term and Termination of Payment Services

42. Term
This Agreement is effective upon the date you executed the Agreement, either by signing it or agreeing to it by electronically indicating acceptance, and continues so long as you use the Payment Services or until terminated by you or us.

43. Termination of Payment Services
Citcon may terminate this Agreement at any time for any reason. You may terminate this Agreement at any time by providing us with thirty (30) days prior written notice. Any termination of this Agreement by us or you does not relieve you of obligations to pay Fees or any other amount you may owe us under this Agreement, including but not limited to the Set-up fee (referred to in Section 44), Refunds or any other type of chargebacks.

44. Set-up Fee
The Set-up fee $500 is waived unless (i) we terminate this Agreement because you have obtained Payment Services from a third party in breach of Section 3 (Exclusivity), or (ii) Merchant chooses to terminate this Agreement with Citcon within two (2) years from its effective date. In the case of (i) or (ii) above, the Merchant agrees to pay the Set-up fee of $500 to Citcon to cover reasonable set up expenses by Citcon. Notwithstanding the foregoing, if Merchant chooses to terminate this Agreement within ninety (90) days of receiving notice from Citcon of a new or increased Fee pursuant to Section 6 (Fees), then the Set-up fee will not become payable by Merchant upon termination, even if termination occurs within two (2) years from the effective date of the Agreement.

45. Payment Services Upon Closure of Your Citcon Account
Closure of your Citcon Account means that you can no longer accept any Transactions. Any funds that we are holding in custody for you at the time of closure, and any funds relating to a Transaction processed prior to account closure, less any applicable Fees including but not limited to the Set-up fee, Refunds or any other type of chargebacks, will be paid out according to the Payout Schedule, subject to the other conditions in this Agreement. If an investigation is pending at the time you close your Citcon Account, we may hold your funds as described herein. If you are later determined to be entitled to
some or all of the funds, we will release those funds to you.

Upon termination and closing of your Citcon Account, we will immediately discontinue your access to the Payment Services. You agree to complete all pending Transactions, stop accepting new Transactions through the Payment Services and, where using the Payment Services, immediately remove all Citcon and MWP logos from your site or in your app.

Termination does not relieve you of your obligations as defined in this Agreement and we may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement.

Upon termination you agree (i) immediately cease your use of the Payment Services, and (ii) discontinue use of any IP Rights licensed under this Agreement. In addition, upon termination you understand and agree that (iii) the license granted under this Agreement will end, (iv) we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, (v) we will not be liable to you for compensation, reimbursement, or damages in connection with your use of the Payment Services, or any termination or suspension of the Payment Services or deletion of your information or account data, and (vi) you are still liable to us for any Fees, Refunds, or other amounts incurred by you or through your use of Payment Services prior to termination.

46. Survival
The following sections will survive termination of this Agreement: 7 (Taxes), 10 (Collection, Use and Disclosure of Personal and Business Information), 11 (Access to Proceeds), 12 (Setoff Rights), 13 (Payout Schedule), 14 (Availability of Proceeds), 16 (Transaction History), 18 (Dormant Citcon Accounts), and 21 (Customer Service).

47. Contacting Citcon
If you have a problem or concern regarding the Payment Services you may contact us as follows: support@citcon-inc.com

48. Language
It is the express wish of the parties that this Agreement and any directly or indirectly
related documents be drawn up in English. Les parties ont exprimé la volonté expresse que cette convention et tous les documents s’y rattachant directement ou indirectement soient rédigés en anglais.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

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Appendix I – Alipay Prohibited Use of the Payment Services

1. Illegal political audio-visual products and publications
2. Illegal reactionary cards and program channels
3. State secret documentations and information, etc.
4. Other reactionary articles and speeches, etc.
5. Pornographic and vulgar articles or services
6. Pornographic and vulgar erotic services
7. Pornographic and vulgar cards and program channels
8. Other pornographic and vulgar articles or services
9. Gambling tools
10. Private lottery
11. Gambling/gaming service
12. Drugs
13. Drug-talking tools
14. All kinds of weapons, (including military weapons/firearms and accessories), simulations and explosive
15. Controlled instruments
16. Crime articles
17. Poisonous articles and hazardous chemicals
18. Narcotics and psychotropic drugs
19. Toxic drugs
20. Fetal gender diagnosis
21. Adult drugs(aphrodisiac)
22. Credit speculation service (including speculation of Taobao credit rating)
23. Credit card cashing service
24. Foreign-related matchmaking service
25. Hacking-related
26. Malware
27. Other software service which jeopardize Alibaba and the subsidiaries of Alibaba
28. Certificate issuing and stamp carving
29. Crowd funding websites
30. High-risk services
31. ID card information and other information which infringed others’ privacy
32. Spying instruments
33. Other personal privacy-harming articles or services
34. Pyramid selling
35. Lottery ticket
36. Gold futures
37. Counterfeit currency
38. Bank account transaction (bank cards)
39. Stock
40. Fund
41. Insurance
42. Insurance platform
43. Periodical investment of gold
44. Bank financial products
45. Cashback services
46. Single-purpose prepaid card
47. Securities
48. Illegal fund-raising
49. Foreign exchange service
50. Virtual currency in foreign accounts
51. Receipts (invoices)
52. Bitcoin, Litecoin, YBcoin and other virtual currency transactions
53. MCard, etc.
54. Satellite antenna, etc.
55. Archaeological and cultural relics
56. Items and services in violation of relevant state regulations
57. Poor quality (fake) food
58. Tobacco
59. Fireworks and firecrackers
60. Crude oil
61. Charity
62. Human organs
63. Surrogacy services
64. National protected animals
65. National protected plants
66. Smuggled articles
67. Special provisions for specific period of time (e.g. the Olympic Games)
68. Medical devices
69. Drugs
70. Contact lens
71. Auction
72. Pawn
73. Payment institutions
74. Circulating RMB
75. Foreign currency
76. Cultural relics
77. Video chatting services
78. Religious websites
79. Online cemetery and worshipping and other services
80. Computer privacy information monitoring
81. Lucky draw
82. Any animals, plants or products which contain dangerous germs, pests or any other living creature
83. Any products, medicine or any other article originates from epidemic area of infectious disease which causes threat to health of human beings or animals
Appendix II – Privacy Policy

The Privacy Policy describes the information Citcon USA LLC. and our affiliates (collectively, “Citcon,” “we”, “us” or “our”) collect when a person or business (“you” or “your”) applies or signs up for a Citcon account; accesses or uses in any manner any Citcon application, product, service, feature, technology, content, or website (collectively, “Services”); or otherwise contacts or interacts with us. “You” or “your” also includes an owner or authorized representative of business referred to above.

Scope and Consent
By applying or signing up for a Citcon account, including through a computer or mobile device (“device”), you accept the terms of this Privacy Policy and consent to our collection, use, disclosure and retention of your information as described herein (including to contact you), and for all other purposes permitted under applicable personal information privacy statutes, credit bureau reporting rules, anti-spam legislation, and consumer protection laws. If you provide personal information relating to another individual, such as an owner, principal or authorized representative of your business, you represent and warrant that you have obtained consent from the individual to provide their personal information to us for the purposes described in this Privacy Policy.

Amendment
We may amend this Privacy Policy from time to time by posting a revised version and updating the “Last updated” date above. The revised version will be effective at the time we post it. We will provide you with reasonable prior notice of substantial changes in how we use your information, including by email at the email address you provide. Where these changes would cause material detriment to you, you may of course cancel your account at any time. We encourage you to review this Privacy Policy whenever you use our Services to stay informed about our information practices and the choices available to you and to contact us if you have any questions about these changes. Your continued use of our Services constitutes your acceptance of any amendment of this Privacy Policy.

Collection of Information
Our Services can be used by a broad range of industries in connection with their products,
services, activities and administrative functions, whether they are involved in government, 
retail, health, politics, human resources, technology or anything else. Accordingly, a 
broad range of information (including information about you) may be uploaded to or sent 
through our Services.

Without information about you, we may not be able to provide you with the Services or 
the support you request.

Our website and Services are not targeted or directed at children under the age of 13 and 
do not knowingly collect or store any personal information about children under the age 
of 13.

**Information You Provide**

We collect information you provide when you apply or sign up for a Citcon account and 
when you provide information as part of our identity or account verification process. We 
collect information about you, including:

- Identification information, such as your name, email address, mailing address, phone 
  number, photograph, birthdate, passport, driver’s license, Social Security or Social 
  Insurance Number, Taxpayer Identification, or other government-issued identification 
  number;

- Financial information, including bank account and payment card numbers;

- Tax information, including withholding allowances and tax filing status; and

- Other historical, contact, and demographic information.

We also collect information you upload to or send through our Services, including:

- Information about products and services you sell (including inventory, pricing and 
  other data);

- Information you provide about you or your business (including appointment, staffing
availability, employee, payroll and contact data); and

- Information you provide to a Seller using our Services, for example if you are an employee whose employer uses Citcon Payroll (including hours worked and other timecard data).

Some of the information we collect is collected to comply with applicable laws and regulations, including anti-money laundering laws.

We collect information you provide when you participate in contests or promotions offered by Citcon or our partners, respond to our surveys or otherwise communicate with us.

**Information We Collect from Your Use of our Services**

We collect information about you when you use our Services, including:

- **Transaction Information.** When you use our Services to make, accept, request or record payments or money transfers, we collect information about when and where the transactions occur, the names of the transacting parties, a description of the transactions, the payment or transfer amounts, and the devices and payment methods used to complete the transactions.

- **Use Information.** We collect information about how you use our Services, including your access time, browser type and language, and Internet Protocol (“IP”) address.

**Information We Collect from Other Sources**

We also collect information about you from third parties, including third-party verification services, credit bureaus, mailing list providers, and publicly available sources. In some circumstances, where lawful, this information may include your government-issued identification number. By applying or signing up for a Citcon account, you authorize and consent to our obtaining from, and disclosing to, third parties, from time to time, any information about you in connection with the processing of any credit investigation, identity or account verification, fraud detection, or collection procedure, or as may otherwise be required by applicable law. This includes, without limitation, the receipt
and exchange of account or credit-related information with any credit reporting agency or credit bureau, where lawful, and any person or corporation with whom you have had, currently have, or may have a financial relationship, including without limitation past, present, and future places of employment and personal reporting agencies.

Use of Information

We may use information about you to provide, maintain, and improve our Services, such as:

We may use information about you to provide, maintain, and improve our Services, such as:

- Processing or recording payment transactions or money transfers;
- Displaying historical transaction or appointment information;
- Developing new products and Services; and
- Delivering the information and support you request, including technical notices, security alerts, and support and administrative messages.

We may use information about you to improve, personalize and facilitate your use of our Services. For example, when you sign up for a Citcon account, we may associate certain information with your new account, such as information about other accounts you had or currently have with Citcon, and prior transactions you made using our Services. We also may use information about you to measure, customize, and enhance our Services, including the design, content, and functionality of our applications and websites, or to track and analyze trends and usage in connection with our Services.

We may use information about you to send you news and information, or to conduct surveys and collect feedback, about our Services and to communicate with you about products, services, contests, promotions, discounts, incentives, and rewards offered by us and select partners, based on your communication preferences and applicable law. We also may contact you to resolve disputes, collect fees, and provide assistance for problems with our Services or your Citcon account.
We may use information about you:

- To protect our rights or property, or the security or integrity of our Services;
- To enforce the terms of our Merchant Terms or other applicable agreements or policies;
- To verify your identity (e.g., some of the government-issued identification numbers we collect are used for this purpose);
- To investigate, detect, and prevent fraud, security breaches, and other potentially prohibited or illegal activities;
- To comply with any applicable law, regulation, legal process, or governmental request;
- For any other purpose disclosed to you in connection with our Services.

We may, and we may use third-party service providers to, process and store your information in the United States, Canada, China, Japan and other countries.

Sharing of Information

We may share information about you as follows:

- With our group companies, including our parent company, and other affiliates, for the purposes outlined above;
- With third parties to provide, maintain, and improve our Services, including service providers who access information about you to perform services on our behalf (e.g., fraud prevention, identity verification, and fee collection services), as well as financial institutions, payment networks, payment card associations, and other entities in connection with the payment or money transfer process;
- With third parties that run advertising campaigns, contests, special offers, or other events or activities in connection with our Services;
- With other users of our Services with whom you interact through your own use of our Services. For example, we may share information when you make or accept a payment, appointment or money transfer using our Services;
- In connection with, or during the negotiation of, any merger, sale of company stock
or assets, financing, acquisition, divestiture, or dissolution of all or a portion of our business;

- If we believe that disclosure is reasonably necessary (i) to comply with any applicable law, regulation, legal process or governmental request (e.g., from tax authorities), (ii) to enforce or comply with the terms of our General Terms or other applicable agreements or policies, (iii) to protect our rights or property, or the security or integrity of our Services, or (iv) to protect us, users of our Services or the public from harm or potentially prohibited or illegal activities; or

- With your consent.

We also may share aggregated information with third parties that does not specifically identify you or any individual user of our Services.

**Your Choices**

**Personal Information**

Personal information files are maintained on our servers or those of our service providers and will be accessible by authorized employees and agents. You may access, change, or correct information about you, or ask any questions about our personal information handling practices, by contacting Citcon's Privacy Officer at any time using the contact details below. We may need to verify your identity before granting access or otherwise changing or correcting your information.

**Deactivating Your Account**

If you wish to deactivate your Citcon account, you may do so by emailing us at account@citcon-inc.com. Citcon generally retains information about you only as long as reasonably necessary to provide you the Services. However, even after you deactivate your Citcon account, we may retain archived copies of information about you and any transactions or Services in which you may have participated for a period of time that is consistent with applicable law, or as we believe is reasonably necessary to comply with applicable law, regulation, legal process, or governmental request, to prevent fraud, to collect fees owed, to resolve disputes, to address problems with our Services, to assist with investigations, to enforce our Merchant Terms or other applicable agreements or policies, or to take any other actions consistent with applicable law.
**Promotional Communications**

You may opt out of receiving promotional messages from Citcon by following the instructions in those messages or by changing your notification settings by logging into your Citcon account. If you decide to opt out, we may still send you non-promotional communications, such as digital receipts and messages about your account or our ongoing business relations.

**California Privacy Rights**

California law permits residents of California to request certain details about information we disclose to third parties for direct marketing purposes. If you are a California resident and would like to request this information, please contact us at the address listed below.
Appendix III – 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 effected (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 solely 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 Product.

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.