

## 1 Preliminary Remark

These Special Terms and Conditions for Alipay, apply together with the "Agreement on the Acceptance and Settlement of Alternative Payment Services", to the acceptance and settlement of payment transactions of the payment service offered by Alipay.com Co. Ltd., a company registered in the People's Republic of China (hereinafter: "Alipay").

## 2 Description of the Alipay Payment Service

### 2.1 Payment Instrument

Alipay enables its registered users to pay for goods and services at approved merchants using a mobile wallet that serves as a payment instrument.

### 2.2 Making Payment Transactions

Alipay payment transactions can be made either by scanning a code generated in the Alipay app by an approved terminal or by scanning a code generated by the terminal with the customer's mobile device. During the scanning process by the terminal, the transaction data is transferred to Alipay via Verifone. When scanned by the payer, the data is forwarded to Alipay via the network operator of the payer's mobile device. The authorization or rejection of a payment transaction by Alipay is always carried out via Verifone to the CP's terminal.

## 3 Reporting and Disbursement

### 3.1 Reporting by Alipay

On working days of the People's Republic of China, Alipay compiles a list of the payment transactions submitted on the previous day and, if applicable, additional days if these were public holidays in the People's Republic of China and these transactions have therefore not yet been recorded in a report. Alipay will pay out to Verifone the total amount of the submitted payment transactions recorded in the report, less charges. However, the times of pay out made by Alipay to Verifone may vary by time. CP is aware that this may also cause the payment to the CP to vary by time.

### 3.2 Reporting by Verifone und Disbursement

Verifone will provide CP with a list of the payment transactions recorded by Alipay based on the report prepared by Alipay. Payment to CP shall be made after receipt by Verifone of the amount paid out by Alipay at the agreed payment interval. Unless otherwise agreed with CP, the fees charged by Alipay and Verifone and any claims for reimbursement of expenses by Verifone shall be deducted from the payment.

## 4 Refunds by CP; Unauthorized Payments

### 4.1 Refunds by CP

The CP may initiate a refund within three hundred sixtyfive (365) days from the date of the transaction if the payer has a legal or contractual right to a refund. For this purpose, CP may submit such request to Alipay for processing via Verifone. CP shall inform the payer about any time limits of a refund right.

### 4.2 Unauthorized Payments

If Verifone informs CP of an unauthorized or otherwise fraudulent payment transaction, CP agrees to provide Verifone, within three (3) business days of Verifone's request, with such evidence of the transaction as is reasonably available, including product names, prices, and other relevant proof that the good or service has been properly delivered or rendered, including, without limitation, video footage (e.g. CCTV), receipt, and name and contact information of the payer who made the payment.

If, based on the review by Verifone the unauthorized payment was due to CP's (or its employee's or its vicarious agent's) fault, or in the event CP fails to provide Verifone with the transaction evidence as required above, then CP shall be liable for the amount of the unauthorized payment.

### 4.3 Risk Mitigation

In the event the amount of unauthorized payments during a particular month is excessive, as reasonably determined by Verifone, Verifone may require CP to take such steps as are reasonably necessary to reduce the likelihood of future unauthorized payments.

## 5 Obligations of CP

### 5.1 Further information

In addition to the master data, CP shall provide representative photos of the interior and exterior of the points of sale, including the logo/brand of the CP.

Upon request by Verifone, CP shall provide further information to Alipay if necessary. This includes information on the products and services sold by CP. CP shall be obliged to truthfully satisfy all declarations or information obligations to be made to Verifone or Alipay. CP shall immediately notify Verifone of any inaccurate information or statements if it subsequently becomes aware of their inaccuracy.

### 5.2 Marketing, Logo

CP must display the Alipay mark at the point of sale in compliance with the Alipay Marketing Guidelines. This means that the Alipay logo must be presented in the same way as other payment methods (placement, size of the logo, etc.). Alipay logos and materials may only be used for the purpose of indicating acceptance of the payment method.

### 5.3 Prohibited Products and Services

CP acknowledges and agrees that it is prohibited from accepting payment for transactions which are prohibited by applicable laws, which violate Alipay's internal policies, or which would result in Alipay being considered to have breached any applicable laws. Accordingly, CP agrees not to submit for payment any product or service that is prohibited or restricted from being sold with the Alipay Service under applicable law, including, without limitation, the products and services listed in Annex 1 to these Special Terms and Conditions. CP represents and warrants that, to the best of its knowledge, none of the goods or services sold by it infringes upon any third party's rights and interests, including, without limitation, intellectual property rights and proprietary rights.

#### **5.4 Keeping of Proof of Performance and Proof of Fulfilment, Disclosure**

CP shall keep all relevant information on payment transactions (e.g. on the store, product, purchase price, currency, video recordings and, if applicable, the name of the customer, merchant vouchers, performance records and proof of fulfillment such as delivery notes and receipts) in a securely protected place for a period of five (5) years from the date of the payment transaction and shall make it available to Verifone on request within three (3) business days.

If CP has to provide transaction evidence to Alipay upon request by Verifone, Alipay may also disclose such transaction evidence to its agents, supervisory authorities or governmental agencies if Alipay is obliged to disclose such information to the aforementioned agencies.

#### **5.5 Confidentiality**

The confidentiality agreed upon in clause 13.1 of the Agreement on the Acceptance and Settlement of Alternative Payment Methods also applies to confidential information from or about Alipay.

#### **5.6 Prevention of Money Laundering**

CP shall comply with all Applicable Laws on anti-money laundering, counter-terrorism financing and sanctions. Alipay may impose reasonable limitations and controls on CP's ability to utilize the Alipay Service, including but not limited to rejecting payments, or to restrict the Alipay Service or suspend it entirely. Alipay may, report suspicious transactions to the relevant authorities without informing Verifone or CP.

### **6 Changes to the Scope of Service and Special Reasons for Termination**

#### **6.1 Changes to the Scope of Service of the Alipay Payment Service**

Alipay has the right, in its sole discretion, to suspend or, with reasonable notice, completely discontinue certain functionalities of its service if it becomes apparent that there is a particularly high risk of unauthorized or fraudulent payments. This may lead, amongst other things, to changes in payment methods and/or limits and/or involved payment service providers available to users of the Alipay Payment Service.

#### **6.2 Special Reasons for Termination**

Verifone has an extraordinary right of termination if:

- a) CP's payment volume of unauthorized payments in one month exceeds (i) RMB 5,000 and (ii) 1/100,000 of the total payment volume (or the equivalent in local currency) submitted by CP and CP does not implement effective precautionary measures so that this is the case for 3 consecutive months; or
- b) CP's payment volume of unauthorized payments in one month exceeds (i) RMB 50,000 and (ii) 1/10,000 of CP's total payment volume submitted (or the equivalent in local currency) in two consecutive months.

*divergence between the English and the German texts, constructions, meanings, or interpretations, the German text, construction, meaning or interpretation shall govern exclusively.*

*This translation is provided for the CP's convenience only. The original German text of the General Business Conditions is binding in all respects. In the event of any*

## Annex 1: Prohibited Products

1. Illegal political audio-visual products and publications
2. Illegal political program channels
3. Documents and information classified as secret
4. Pornographic and vulgar audio-visual products, channels and publications
5. Pornographic and vulgar erotic services
6. Gambling equipment and accessories
7. Lottery
8. Gambling
9. Narcotics and related equipment
10. Weapons of any kind (including daggers, firearms and accessories), replica weapons, ammunition and explosives
11. Military or police equipment
12. Proceeds or objects derived from criminal offences
13. Toxic or dangerous substances
14. Batons and electric shock batons
15. Tools and accessories for opening locks
16. Narcotics, psychotropic drugs or prescription drugs, illegal, unregistered drugs
17. Embryo sex determination
18. Aphrodisiacs
19. Medical services, including medical advice, hypnosis therapy, plastic surgery
20. Hacking as a service or equipment
21. Malicious software
22. Illegal publication of certificates or carving of stamps
23. Crowdfunding
24. Video Chat services
25. Any religious websites, publications or supplies
26. Online cemeteries and ancestor worship
27. Sale of personal data (e.g. information from identity cards)
28. Espionage equipment and accessories
29. Services or goods that may affect privacy (e.g. monitoring of online activities)
30. Snowball systems and multilevel marketing
31. Investments in gold
32. Cash withdrawals from loans (e.g. from a credit card)
33. Counterfeit money
34. Illegal sale of financial information (e.g. bank account and credit card details)
35. Shares and securities
36. Investment funds
37. Insurance products and platforms
38. Financial products and services
39. Discounts or "money-back" services
40. Software or products for the purpose of trading financial products and financial information
41. Purpose-issued prepaid cards (including gift vouchers and other value storage cards)
42. Illegal or unregistered fundraising activities
43. Currency exchange
44. Peer-to-peer credit services
45. Instalment payment services
46. Trade in invoices issued in the People's Republic of China
47. Trading or selling virtual currencies (e.g. Bitcoin, Litecoin)
48. Satellites and antennas
49. Archaeological or cultural finds
50. Trading or distribution of currencies (RMB and foreign currencies)
51. Counterfeit or forged food products
52. Online sale of tobacco and cigarettes
53. Fireworks and firecrackers
54. Crude oil
55. Human organs
56. Surrogate mother services
57. Services that allow plagiarism and audit fraud
58. Protected species
59. Smuggled goods
60. Sale or issue of event tickets without a licence (e.g. Olympic Games or World Expo tickets)
61. Seeds
62. Real estate
63. Non-profit organizations
64. Auction sites and services
65. Pawnshop
66. Raffles
67. Sale of animals, plants or goods with infectious or dangerous diseases
68. The sale of animals, plants or goods coming from areas where an epidemic of a contagious disease has broken out
69. Services or goods enabling illicit public gatherings