

## **Appendix B – Terms and Conditions for WeChat Pay Merchant Acquiring Service (“WeChat Pay Acquiring Service” or “Appendix”)**

A word or phrase used in this Appendix is capitalised but is not defined herein, it shall have the meaning as provided under the Octopus Payment and Services Agreement or in its ordinary context.

### **WHEREAS:**

- A. WeChat Pay Hong Kong Limited (“**WeChat Pay**”) is a wholly-owned subsidiary of Tencent Holdings Limited and operates WeChat Pay Function, a stored value facility and payment processing function licensed and regulated by the HKMA under the Payment Systems and Stored Value Facilities Ordinance (Cap. 584).
- B. The Acquirer has been appointed by WeChat Pay as an acquirer to procure merchants to accept use of the WeChat Pay Function in Hong Kong as payment for goods and services.
- C. The Service Provider intends to accept payment by means of the WeChat Pay Function for the goods or services sold or rendered to its customers on the terms and subject to the conditions of this Appendix.

### **1. DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Appendix, unless the context otherwise requires:

**"Applicable Taxes"** means any and all sales, goods and services, use, excise, premium, import, export, value added, consumption and other taxes, regulatory fees, levies (including environmental levies) or charges and duties assessed, incurred or required to be collected or paid for any reason in connection with any advertisement, offer or sale of products or services by the Service Provider in connection with WeChat Pay Function;

**"Chargeback"** means any disputed sale through WeChat Pay Function where a WeChat Pay User requests the Service Provider, the Acquirer or WeChat Pay to reverse a Transaction;

**"HKMA"** means the Hong Kong Monetary Authority;

**"Service Provider"** means a business operator who has entered into a WeChat Pay Service Provider Acquiring Services Appendix with the Acquirer, pursuant to which the business operator agrees to accept payments from WeChat Pay Users for sales of its goods and/or services and meets the requirements of Clause 7;

**"Product Information"** means any information provided in relation to a product or service offered by

the Service Provider to WeChat Pay Users, whether through WeChat Pay Function or at the Service Provider's physical stores or other permitted points of sale, including product or service names or descriptions, UPC or product codes, product or service notices or disclaimers, prices, product or service availability or status, shipping and handling charges and tax rates;

**"Retrieval Request"** means a request by a WeChat Pay User to obtain information and/or documents from WeChat Pay, the Acquirer or the Service Provider relating to a certain Transaction;

**"Rolling Reserve"** means the interest-free amount that the Acquirer may deduct from the Service Provider's Service Provider Account when payment is received for each Transaction.

**"Supporting Infrastructure and Services"** means (1) point-of-sale terminals, supporting hardware and other equipment; (2) terminal financing; (3) local supporting functions; and (4) any other hardware or software systems reasonably required for the purpose of use of WeChat Pay Function by the Service Provider;

**"System"** means any computer or telecommunications hardware, equipment or peripherals, software, networks, systems and facilities owned or used by either party or any of its affiliates and which are, from time to time, made available to the other party in connection with WeChat Pay Function and/or the Acquiring Services;

**"Tencent"** means Tencent International Service Pte. Ltd., a Singaporean company located at 10 Anson Road, #21-07 International Plaza, Singapore 079903;

**"Transaction"** means any transaction between the Service Provider and a WeChat Pay User permissible under this Appendix in relation to which the Acquiring Services and WeChat Pay Function are supplied;

**"Transaction Limit"** means such limits that WeChat Pay may establish, in its sole discretion, for: (a) each Transaction amount; (b) the aggregate monetary amount of the Service Provider's Transactions per day, week, month, year or any other period of time; (c) the number of the Service Provider's Transactions per day; and/or (d) the number of the Service Provider's Transactions per month or any other period of time;

**"WeChat Pay Function"** means the stored value facility and third party payment processing and fund settlement service branded as "WeChat Pay" made available to both the Service Provider and WeChat Pay Users in Hong Kong on the WeChat interface, use of which by the Service Provider is governed by the terms

of this Appendix;

**"WeChat Pay Terms and Conditions"** means the terms and conditions from time to time governing the usage of WeChat Pay Function by the WeChat Pay Users;

**"WeChat Pay User"** means any person who from time to time is accepted by WeChat Pay as a user of WeChat Pay Function who purchases goods or services from the Service Provider utilizing WeChat Pay Function as the payment solution;

**"WeChat Pay User Data"** means WeChat Pay Users' names, account information, Transaction information, Personal Data and any other information relating to WeChat Pay Users and/or their use of WeChat Pay Function in connection with this Appendix collected by, generated by, or otherwise coming into either party's possession or control, whether prior to, on or after the date of this Appendix, together with documents and information prepared by either party which contain or are based in whole or in part upon such information (and includes all information in written, oral, electronic or other machine- readable form);

**"WeChat Provider"** means **WeChat International Pte. Ltd.**, a company incorporated in Singapore;

**"WeChat Terms of Service"** means the terms of service entered into by users of WeChat and Tencent available at [http://www.wechat.com/en/service\\_terms.html](http://www.wechat.com/en/service_terms.html), and which incorporates by reference and includes (1) the WeChat Privacy Policy, available at [http://www.wechat.com/en/privacy\\_policy.html](http://www.wechat.com/en/privacy_policy.html); and (2) the WeChat Acceptable Use Policy, available at [http://www.wechat.com/en/acceptable\\_use\\_policy.html](http://www.wechat.com/en/acceptable_use_policy.html); and

## **2. USE OF WECHAT PAY FUNCTION AS PAYMENT SOLUTION**

2.1 During the term of this Appendix, the Acquirer shall procure WeChat Pay to grant to the Service Provider the right to, and the Service Provider shall be entitled to, accept the use of WeChat Pay Function as offline and online (subject to the Acquirer's absolute discretion) payment solution for the approved goods and services by WeChat Pay User/the Service Provider's customer ("**Acquiring Services**"). The Service Provider shall be solely responsible for the provision of the approved goods and services and neither the Acquirer nor WeChat Pay shall have any liability whatsoever in respect of any goods and/or services provided by the Service Provider. Both the Acquirer and WeChat Pay shall not be liable to any WeChat Pay User / the Service Provider's customer for goods and/or services provided by the Service Provider.

2.2 The Service Provider shall take all practicable steps to notify its customers that the Service Provider accepts WeChat Pay Function as payment solution for its goods and services by displaying the WeChat Pay acceptance logo (and/or other materials provided by the platform provider /WeChat Pay for this purpose) ("**WeChat Pay Acceptance Materials**") in appropriately prominent locations at each point of sale. The Service Provider shall display the WeChat Pay Acceptance Materials at its points of sale no less prominently than it promotes the acceptance of any other payment service or solution.

2.3 The Service Provider acknowledges and agrees that:-

- (i) WeChat Pay Function shall only be used and facilitated by the Service Provider for goods and/or services properly registered with and approved by WeChat Pay;
- (ii) when using WeChat Pay Function as a payment solution for the Service Provider's goods and/or services, the price a WeChat Pay User will pay for his purchase is a fixed price denominated in Hong Kong Dollars, the lawful currency of Hong Kong ("**HKD**"), and WeChat Pay User will only be informed of HKD for his purchase;
- (iii) WeChat Pay may impose Transaction Limits in relation to the Service Provider's use of WeChat Pay Function, which shall be 5000 HKD per Transaction unless WeChat Pay expressly notifies otherwise. WeChat Pay shall be entitled to adjust any Transaction Limit at its sole and absolute discretion at any time during the term of this Appendix without any notice;
- (iv) WeChat Pay has the right, but not the responsibility, to monitor the Service Provider's Transactions and assess credit and other risks on the basis of such Transactions, and may in its sole and absolute discretion, require to change one or more Service Provider's Transaction Limits, extend the settlement period for any Transaction or suspend settlement with the Service Provider based on WeChat Pay's monitoring of the Service Provider's transactions history and other factors; and
- (v) WeChat Pay may, in its sole discretion, instruct the Acquirer to delay, suspend or reject any Transactions if any applicable Transaction Limit would be exceeded or if WeChat Pay suspects that a Transaction would subject the Service Provider, the

Acquirer or WeChat Pay to unacceptable financial or security risks, may be unauthorized, fraudulent, suspicious, unlawful, in violation of this Appendix, likely subject to a Chargeback or dispute, or is otherwise unusual.

2.4 As a condition of the Service Provider's access to and use of WeChat Pay Function as a payment solution for goods and/or services offered by the Service Provider, the Service Provider, during the term of this Appendix, hereby accepts and agrees to be bound by (1) the WeChat Terms of Service; and (2) any other terms notified via the Acquirer by WeChat Pay for the Service Provider to comply with from time to time.

2.5 The Service Provider's access to and use of WeChat Pay Function is subject to and conditional upon: (1) the setting of Transaction Limits by WeChat Pay; (2) the Service Provider's payment of reserves, deposits (if applicable) and any applicable fees and charges to the Acquirer; (3) proper installation of the Supporting Infrastructure and Services; and (4) any other conditions that may be notified by WeChat Pay and/or the Acquirer from time to time.

2.6 The Service Provider shall not accept any Transaction unless it has been authorized by WeChat Pay. In respect of each and every such Transaction, the Service Provider shall submit to the Acquirer such information in such manner as may be prescribed by WeChat Pay from time to time, and WeChat Pay may decline to authorize any Transaction in its absolute discretion without assigning any reason therefor.

### **3. SECURITY**

3.1 The Service Provider shall take effective measures to properly keep its password, personal identification number (PIN) and safety certificate provided by the Acquirer / WeChat Pay (if any), and shall not provide them for use by or disclose to any party in any manner whatsoever.

3.2 The Service Provider shall be responsible for managing and maintaining the password, PIN related the the WeChat Pay. The password set by the Service Provider should not be too simple to avoid any illegal use by any party.

3.3 If the Service Provider's password, PIN is compromised due to leakage or otherwise, or such password, PIN is or is suspected of having been subject to unauthorized use such as being stolen or assumed etc., the Service Provider shall immediately report to the Acquirer.

3.4 Upon receipt of formal notification of security leak

from the Service Provider, the Acquirer is entitled to, after verifying the identity information of the Service Provider remaining available, proceed with the procedures for formal notification of security leak for the Service Provider to WeChat Pay. The formal notification of security leak shall take effect upon the time at which WeChat Pay expressly notifies the Service Provider by email that "the formal notification of security leak has taken effect". The Service Provider shall be liable for consequences of all operation under the Service Provider Account before the formal notification of security leak has taken effect. The account payment function of Service Provider Account will be suspended after the formal notification of security leak has taken effect, but account receivables (if any) can still be remitted into such account.

3.5 Upon notification of security leak and cancellation of security leak, the parties shall communicate with each other by telephone number or e-mail address specified in this Appendix. The Service Provider acknowledges that, in order to avoid any malicious notification of security leak or cancellation of notification of security leak, WeChat Pay only recognizes the notification of security leak through effective means mentioned above.

### **4. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

4.1 The Service Provider shall provide the Acquirer and WeChat Pay with any and all information that the Acquirer may request from time to time to verify the Service Provider's identity, for regulatory compliance or risk management purposes, or otherwise in connection with the Service Provider's use of WeChat Pay Function or any Transactions. The Service Provider shall promptly provide true, accurate and complete information and/or responses in respect of any such requests. In the event of any change of information or business of the Service Provider, the Service Provider shall promptly notify the Acquirer and update its account information.

4.2 The Service Provider is responsible for the set-up of its own hardware platform and assume the relevant equipment expenses and communication expenses. The Service Provider shall properly develop, debug, operate and maintain its own computer system and ensure the security of its own system. The Service Provider shall clarify to the Acquirer and WeChat Pay the specific requirements of each party's transmission protocol, security mechanism, hardware requirements, physical connection and other technical details. The Service Provider shall adopt the technologies recognized by the Acquirer and WeChat Pay to ensure the security, stability and practicability of the cooperation between the parties, and shall not use any equipment or human resources that might adversely

affect the information security, and shall ensure the security and confidentiality in the transmission process of payment information data.

- 4.3 The Service Provider shall not disclose, divulge, assign or transfer (with or without consideration) any of the technology, security protocols and security certificates provided by the Acquirer and WeChat Pay for the purpose of use of WeChat Pay Function. The Service Provider shall not use or transfer information collected through WeChat Pay Function for any purpose other than those set out in this Appendix.
- 4.4 The Acquirer will assist to coordinate, facilitate and procure to set up and maintain the Service Provider's hardware platform for the use of WeChat Pay Function and the Service Provider shall assume all related equipment fees and communication fees. The Service Provider shall strictly follow the Acquirer's and/or WeChat Pay's instructions on the use WeChat Pay Function and avoid using any equipment that may jeopardize the security or functionality of WeChat Pay Function.
- 4.5 The Service Provider shall be solely responsible for all information regarding goods or services that it sells, including any Product Information, and shall provide true, accurate and complete Product Information to WeChat Pay Users before any Transaction. The Service Provider shall take all necessary steps and/or precautions to ensure that the goods or services that it sells are not mistaken or misrepresented as being associated with, being sold by, marketed by or being offered for sale by the Acquirer, WeChat Pay or any of its affiliates.
- 4.6 The Service Provider shall ensure the accuracy and completeness of the information kept in relation to WeChat Pay User purchase orders. Information recorded shall include, without limitation, name of the product, product serial number, product unit price, total selling price, delivery information and receipt with consignee's signature or an electronic receipt or reply in the case of virtual goods. Transaction records shall be kept by the Service Provider for a period of at least eighteen (18) months from the date of the Transaction. the Acquirer shall have the right to request the production of Transaction records by the Service Provider by giving the Service Provider two (2) business days' notice.
- 4.7 The Service Provider shall assume all liabilities for the legality, authenticity, completeness and validity of its instructions given in the course of its use of WeChat Pay Function. The Service Provider undertakes that the Service Provider shall solely assume all risks relating to actions of WeChat Pay in accordance with the Service Provider's instructions or purported

instructions.

- 4.8 The Service Provider shall be responsible for the collection, reporting and payment of any and all Applicable Taxes, except to the extent the Acquirer and/or WeChat Pay expressly agrees to receive taxes or other transaction-based charges.
- 4.9 The Service Provider shall indemnify the Acquirer and WeChat Pay, and their respective partners, and affiliated companies from and against any claim, suit, action, demand, damage, debt, loss, cost, expense (including litigation costs and attorneys' fees) and liability arising from: (i) the Service Provider's use of WeChat Pay Function; (ii) any sale or purported sale of goods or services by the Service Provider through WeChat Pay Function; (iii) any breach by the Service Provider of any Applicable Laws; or (iv) any breach by the Service Provider of this Appendix.
- 4.10 The Acquirer and WeChat Pay are payment processing providers for the limited purpose of: (1) making available WeChat Pay Function as a means of payment; (2) processing Transactions through WeChat Pay Function; and (3) in relation to (2), subject to and in accordance with the terms and conditions of this Appendix, remitting funds to the Service Provider relating to Transactions and other transactions in relation to WeChat Pay Function. Except for its limited role set out in this Clause, the Acquirer and WeChat Pay are not involved and have no other role in or responsibility for any underlying Transaction.
- 4.11 Processing of payments through WeChat Pay Function requires a reasonable period of time and may not occur any earlier than as provided under Clause 8.2(ii)). The Acquirer and WeChat Pay do not guarantee payment on behalf of any WeChat Pay User. WeChat Pay's obligation to remit funds collected by it on the Service Provider's behalf shall be limited to funds that WeChat Pay has actually received and that are not subject to any chargeback, reversal or refund, and WeChat Pay shall have no obligation to pursue any collection action against any WeChat Pay User. Receipt of funds from WeChat Pay Users by WeChat Pay on the Service Provider's behalf in connection with Transactions shall be deemed receipt of funds by Service Provider and will satisfy the obligations owed to the Service Provider by WeChat Pay Users in the amount of the applicable payment by such WeChat Pay User, even if WeChat Pay fails or is unable to remit such funds received from such WeChat Pay Users;
- 4.12 The Acquirer and WeChat Pay make no other representations or warranties of any kind, express or implied, including without limitation: (a) implied warranties of Service Providerability, fitness for a particular purpose, title, and non-infringement; (b) that

WeChat Pay Function will meet the Service Provider's requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error; (c) that information, content, materials or products included on the platform will be as represented by sellers, available for sale at the time of listing, lawful to sell, or that sellers or buyers will perform as promised; (d) any implied warranty arising from course of dealing or usage of trade; (e) any implied obligation, liability, right, claim or remedy under contract; and (f) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence of the Acquirer and WeChat Pay, in equity, or otherwise. To the fullest extent permissible under Applicable Laws, the Acquirer and WeChat Pay disclaim any and all such representations and warranties.

## **5. RIGHTS AND OBLIGATIONS OF THE ACQUIRER**

5.1 Subject to the Acquirer's proper assessment and satisfaction of getting the Service Provider on-board in accordance with Applicable Laws and the terms of this Appendix, the Acquirer shall provide Transactions processing, fund settlement, fund clearance, chargebacks, refund services for the Service Provider in relation to WeChat Pay Function.

5.2 The Acquirer shall coordinate, facilitate and procure for the installation of the relevant Supporting Infrastructure and Services for the Service Provider from third parties in order for the Service Provider to use and enable WeChat Pay Function as a payment solution to pay for goods and/or services offered by the Service Providers.

5.3 Subject to Applicable Laws, the WeChat Pay Terms and Conditions between WeChat Pay and WeChat Pay Users governing the use of WeChat Pay Function shall be determined by WeChat Pay from time to time in its sole and absolute discretion. The Acquirer shall provide the Service Provider with no less than 30 days' written notice prior to making any change to the WeChat Pay Terms and Conditions that may affect the Service Provider's compliance with its obligations under this Appendix.

5.4 WeChat Pay shall settle the funds handled, processed, cleared and settled by the Service Provider via the Acquirer in relation to the Transactions in accordance with Clause 8 based on the records of Transactions as shown on the WeChat Official Account and/or Service Provider Account.

5.5 The Acquirer shall not responsible for handling complaints, disputes, claims or any other issues relating directly and specifically to WeChat Pay

Function, which shall be the responsibility of WeChat Pay.

5.6 Upon receipt of any payment instruction from the Service Provider, WeChat Pay will proceed to arrange for the processing of the relevant payment, and the amount shall be paid according to such payment instruction. In the event of such payment, WeChat Pay and the Acquirer shall have no liability to the Service Provider, in connection with: (1) any actual or purported payment instruction; (2) any unauthorized or unsigned payment instruction or acknowledgement of receipt; (3) inconsistent signature; (4) such payment instruction not being intended by the Service Provider; or (5) for any other reason. The Service Provider authorizes the Acquirer to initiate credits, debits or other charges to the WeChat Official Account to process subsequent refunds, Chargebacks or other adjustments related to any such payment instruction.

5.7 The Service Provider authorizes the Acquirer to deduct, directly from the WeChat Pay Service Provider Account balance (including, where applicable, any Rolling Reserve or Fixed Reserve, an amount equivalent to the amount payable to WeChat Pay if any of the following events occur:

- (i) the Service Provider owes any fees due to the Acquirer pursuant to this Appendix or any other agreement relating to the offline Acquiring Services; or
- (ii) The Acquirer and WeChat Pay incur a loss as a result of the Service Provider's provision of the Acquiring Services or as a result of the Service Provider's breach of this Appendix.

5.8 The Acquirer and WeChat Pay are entitled to:

- (i) record, collect and use all information and data regarding each Transaction and the Service Providers' use of WeChat Pay Function. Notwithstanding the foregoing, to the maximum extent permitted under Applicable Laws, the Acquirer and WeChat Pay are under no obligation to maintain any Transaction records, data or information on behalf of the Service Provider, and the Service Provider shall be solely responsible for maintaining its own records relating to the Transactions.
- (ii) share any information and data provided by the Service Provider or otherwise collected by the Acquirer, with WeChat Pay, WeChat Pay's bank or other financial institutions as necessary for its operation, management and administration of WeChat Pay Function or to otherwise comply with its obligations relating to WeChat Pay

## 6. INTELLECTUAL PROPERTY RIGHTS

6.1 Subject to the right granted to the Service Provider under Clause 6.2, the Service Provider acknowledges and agrees that:

- (1) The Acquirer reserves all right, title and interest in its and its affiliates' Intellectual Property Rights;
- (2) WeChat Pay reserves all right, title and interest in its and its affiliates' Intellectual Property Rights;
- (3) all rights not expressly granted to the Service Provider are reserved and retained by the Acquirer, WeChat Pay, their affiliates or licensors, suppliers, publishers, rights holders, or other content providers; and
- (4) WeChat Pay Function, or any part of WeChat Pay Function, may not be reproduced, duplicated, copied, licensed, sold or resold without WeChat Pay's express written consent.

6.2 The Service Provider acknowledges and agrees that, as between WeChat Pay and the Service Provider, WeChat Pay shall own WeChat Pay User Data, the WeChat Pay Acceptance Materials and all Intellectual Property Rights in or to WeChat Pay User Data and the WeChat Acceptance Materials. The Service Provider undertakes to, assign or procure the assignment of all Intellectual Property Rights relating to WeChat Pay User Data to WeChat Pay or its nominee for this purpose for no additional consideration immediately upon creation. The Service Provider acknowledges and agrees that, WeChat Pay User Data shall be deemed to be WeChat Pay's confidential information for the purposes of this Appendix and it shall only use WeChat Pay User Data for the purpose of complying with each other's obligations under this Appendix.

## 7. THE SERVICE PROVIDER'S REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

7.1 As of the Effective Date and continuously until the expiration or termination of this Appendix in accordance with its terms, the Service Provider represents, warrants and undertakes as follows:

- (i) it is validly existing, duly empowered and authorized to execute, deliver and perform this Appendix;
- (ii) the contact information for its contact person provided by the Service Provider is true and accurate, and such contact person is authorized to represent the Service Provider in connection with the Transactions conducted through WeChat Pay Function. The Service Provider shall immediately notify the Acquirer in writing if there is any

change in the contact information for the Service Provider's contact person;

- (iii) it holds all necessary registrations, licences, authorizations, and similar instruments under applicable laws to carry out all its duties under this Appendix;
- (iv) it has complied with and will continue to comply with all laws, rules and regulations or court and governmental orders by which it is bound or to which it is subject in connection with the execution and performance of this Appendix;
- (v) it has provided true, valid and complete information for the purpose of this Appendix;
- (vi) neither it nor its affiliates, nor any of their directors, managers, officers, partners, employees or agents is the subject of any sanctions or prohibitions imposed by any state or para-state organization, or otherwise subject to any restrictions on their access to and use of any funds transfer, clearing or settlement systems;
- (vii) it shall perform its obligations using suitably qualified and experienced, adequately trained and supervised personnel; and
- (viii) if the Acquirer and WeChat Pay allow access to the Systems in connection with this Appendix, the Service Provider shall only use such Systems in the manner and for the duration agreed by WeChat Pay and shall comply with, and shall procure that its personnel comply with, any policies and instructions notified to it from time to time in relation to access to or use of WeChat Pay's Systems.

7.2 Except as expressly provided in this Appendix, neither party makes any representations or warranties to the other party, and each party hereby excludes all conditions, terms, representations and warranties (whether express or implied) regarding any matter relating to the subject matter of this Appendix, including any representation or warranty in relation to any information provided or the results to be derived from the performance of either party's obligations, except to the extent expressly provided in this Appendix or to the extent that such conditions, terms, representations or warranties may not be excluded under Applicable Laws.

## 8. SERVICE FEES; SETTLEMENT

8.1 The Acquirer agrees to pay to the Service Provider the

settlement sum received from WeChat Pay after deduction of the Acquiring Services fee (“Fee”) at the standard rate referred to in Clause 8.2(iii) below. The Acquirer reserves the right to amend the Fee at any time at its sole discretion on thirty (30) calendar days’ notice. Such amendment shall be in force the day following the thirtieth (30<sup>th</sup>) day from (and including) the day on which such notice is given.

8.2 Terms for calculation of fees and settlement:

- (i) WeChat Pay will update its exchange rate standard according to the bank exchange rate at a certain time daily. The Service Provider's settlement exchange rate shall also be determined by the aforesaid standard.
- (ii) Settlement period: The Transaction amounts accrued will be settled by the Acquirer towards the Service Provider in accordance with the Transaction records on the Service Provider Account within 7 days in the next calendar month (postponed to the following Business Day in the case of a Saturday, Sunday or public holiday in Hong Kong) from and excluding the date on which the Transaction was completed.
- (iii) Rate for Offline Acquiring Services fee (the Fee) is 2.5% per transaction.
- (iv) The Service Provider acknowledges that the Acquirer's payment platform settlement system calculates handling charges in accordance with the amount of each Transaction. When calculating the handling charge, the amount of the handling charge shall be rounded to two decimal points. Each party agrees to waive any right, title or interest it may have in any difference in handling charges resulting from such rounding.
- (v) The Acquirer shall, after deducting all handling charges payable to WeChat Pay from the relevant Transaction amounts, remit the balance to the Service Provider by way of transfer method designated by the Service Provider in such currency agreed by the parties (specifically, in HKD). If the Service Provider changes any information necessary for the Acquirer to process transfer for any reason, it shall promptly give a valid notification to the Acquirer of such change and provide any other information required by the Acquirer. If the Service Provider fails to promptly notify the Acquirer, any additional costs or losses so incurred shall be borne by the Service Provider. Loss arising from the above failure to notify a change of information shall be borne by the Service Provider.

- 8.3 The minimum amount of settlement in relation to the bundled Transactions to the Service Provider by the Acquirer is **HKD800**. If the settlement payment to the Service Provider during any settlement period is less than **HKD800**, the Acquirer will not remit such settlement payment to the Service Provider. The settlement payment will then be paid in the next settlement period. The exact time for availability of funds shall be subject to the settlement rules and practices of the banking system of Hong Kong.

9. **REFUNDS; CHARGEBACKS; RETRIEVAL REQUESTS REFUNDS**

- 9.1 If, in the course of a Transaction between the Service Provider and a WeChat Pay User, there occurs any non-delivery due to the Service Provider's fault (for example, being out of stock or failing to make delivery), the Company shall address the issue with the Service Provider, and the Service Provider shall address the issue in accordance with the following procedures:
- (i) The Service Provider shall not refund to the WeChat Pay User directly in any ways, and all resulting disputes and risks shall be borne by the Service Provider accordingly.
  - (ii) Upon receipt of a request for refund from a WeChat Pay User on non-delivery in relation to a Transaction, the Service Provider shall immediately notify the Acquirer of all the circumstances giving rise to such request; (2) respond to the request for refund from a WeChat Pay User without any delay; and (3) keep the Acquirer updated of all the correspondence, communication and discussion between the Service Provider and the WeChat Pay User, which the Acquirer shall pass on all such information to WeChat Pay without undue delay.
  - (iii) The Acquirer shall be in charge of handling, processing and managing any request for refund by a WeChat Pay User in accordance with this Clause, and if a WeChat Pay User makes a request for a refund directly to WeChat Pay, WeChat Pay shall direct the relevant WeChat Pay User to the Acquirer, which the Acquirer shall take responsibility thereon to coordinate and handle such request for refund between the Service Provider and the relevant WeChat Pay User.
  - (iv) When the Service Provider subsequently makes a refund request to the Acquirer, the Acquirer shall in the first instance, deduct the refund amount from the Service Provider's account balance held with the Acquirer.

- (v) Any relevant fees charged to the Acquirer by the relevant banks shall be reimbursed by the Service Provider. The time limit for requesting refunds is ninety (90) days.
- (vi) The Service Provider is responsible for resolving any refund problems and issues caused by WeChat Pay Users refusing to pay without a good reason.
- (vii) The Service Provider shall retain documentary evidence related to all Transactions, including information such as: the order number, buyer's name, Transaction date, Transaction amount, content of purchased goods or services, and shipping delivery acceptance signature or e-mail receipt for digital products, and that the Service Provider shall agree to provide such documentary evidence to WeChat Pay upon WeChat Pay's request.

## **10. CHARGEBACKS AND RETRIEVAL REQUESTS**

- 10.1
- (i) The Service Provider shall respond to Chargeback investigation letters issued by the Acquirer within three (3) business days from the date of its receipt of the relevant letter. Where the Service Provider fails to respond within the prescribed time, it will be regarded as an acceptance of the Chargeback.
  - (ii) The amount of any Chargeback and any associated fees, fines, or penalties assessed by the processing banks or financial institutions shall be immediately due and payable to WeChat Pay once assessed by such processing banks or financial institutions. The Service Provider agrees to assist the Acquirer when requested, at the Service Provider's own expense, to investigate any of the Transactions processed through WeChat Pay Function.
  - (iii) At the Service Provider's request, the Acquirer will reasonably cooperate with the Service Provider to investigate in good faith a Chargeback with the relevant parties should the Service Provider choose to investigate such Chargeback. The Service Provider hereby acknowledges and agrees that it will not request to investigate a Chargeback in bad faith or with fraudulent intent or if it knows such Chargeback is invalid. If the Service Provider decides to request to investigate a Chargeback, it will promptly provide the Acquirer with any and all requested documents regarding the subject Transaction. If the Service Provider fails to do so, the Service Provider hereby agrees that the

Acquirer shall be entitled to recover all of its losses from the Service Provider and fully indemnifies WeChat Pay against any and all such losses.

- (iv) Without limiting its other rights and remedies under this Appendix or any Applicable Laws, the Acquirer shall be entitled to claim back or recover funds from the Service Provider in the event of a Chargeback or other dispute of a charge, including any fines or penalties imposed by any bank or other financial institution. The Service Provider hereby agrees that the Acquirer shall be entitled to, and authorizes the Acquirer to, debit amounts in respect of any reserve and any amounts owned by the Service Provider and held by the Acquirer to pay and satisfy any such amounts and any other obligations, debts and liabilities of the Service Provider's under this Appendix. The Acquirer shall notify the Service Provider in writing of any such debit, which notice may be given after such debit has occurred. If the Service Provider has insufficient funds held by the Acquirer, the Acquirer has the right to request the Service Provider to supplement the reserve with adequate funds to satisfy the shortfall within five (5) Business Days. Failure to so supplement the reserve shall give the Acquirer the right to suspend settlement of relevant funds with the Service Provider. The Acquirer further reserves all of its rights and remedies for recovery from the Service Provider of any losses the Acquirer may incur in relation to this Appendix.
- (v) The Service Provider shall promptly respond to any Retrieval Request of which it is notified by the Acquirer by providing the Acquirer with all information requested by such Retrieval Request.
- (vi) The Acquirer shall be entitled to fully recover all costs and loss incurred from the Service Provider in the following cases:
  - a. where WeChat Pay User raises a Chargeback;
  - b. where the Service Provider violates any laws, rules, policies, regulations or guidelines of any relevant country, bank, organization or regulatory body which directly or indirectly leads to any loss or damages incurred by WeChat Pay and/or the Acquirer;
  - c. where WeChat Pay or the Acquirer is fined or penalized by any country, bank, organization or regulatory body due to the Service Provider's activities; or



- d. any other instance in which the Acquirer incurs any loss or suffers any form of damages as a direct or indirect result of the Service Provider's activities.

## 11. LIMITATION OF LIABILITIES

11.1 The Service Provider acknowledges and agrees that:

- (i) WeChat Pay and the Acquirer will use reasonable endeavour to ensure that WeChat Pay Function will generally be uninterrupted and that transmissions or transactions on WeChat Pay Function will be error-free. However, due to the nature of the internet, this cannot be guaranteed; and
- (ii) the Service Provider's access to WeChat Pay Function may also be occasionally suspended or restricted to allow for repairs, maintenance, or the introduction of new facilities or services.

11.2 WeChat Pay and the Acquirer will not be responsible, to the fullest extent permitted by law, for any losses that are not directly caused by its breach of this Appendix, including:

- (i) any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure);
- (ii) any indirect or consequential losses (regardless of whether or not such indirect or consequential losses are foreseeable to WeChat Pay during the Service Provider's use of WeChat Pay Function);
- (iii) any currency depreciation, foreign exchange loss, loss of interest and other risks in relation to the amount kept, collected or paid on the Service Provider's behalf;
- (iv) any liabilities in relation to the following risks which the Service Provider may encounter: (a) information with threatening, defamatory or illegal content from an anonymous source or someone using a false or fictitious name; (b) the Service Provider being misled or deceived by any person which results in psychological or physical harm and/or economic loss; or (c) other risks caused by improper conduct of any WeChat Pay User or other user of WeChat Pay Function; or
- (v) any liability for the interruption or disruption of WeChat Pay Function in case of: (a) malfunction of the computer software, systems, hardware and communication networks of the Service Provider, a WeChat Pay User, other user of WeChat Pay Function; (b) malfunction of any relevant

banking system or banking network; (c) any unauthorized or incorrect or incomplete Transaction instruction; (d) suspension of WeChat Pay Function due to law or regulation; or (e) any other circumstance whatsoever which is not reasonably foreseeable by WeChat Pay (which exemption includes liability that would otherwise arise for any direct loss).

11.3 Unless expressly prohibited by applicable law, the Service Provider acknowledges and agrees that the Acquirer and WeChat Pay shall bear no liability for any and all possible losses of the Service Provider caused by Force Majeure Events. A "**Force Majeure Event**" is any action, event or failure which is beyond the Acquirer's and/or WeChat Pay's reasonable control (which includes without limitation acts of God, natural disasters, wars or war-like hostilities, terrorist attack, malicious interference, acts of any government or authority, power failures, employee disputes or strikes, communication line errors, technical problems, network or mobile communication terminal failure or system instability).

11.4 In no event will the Acquirer or WeChat Pay or any of their affiliate companies be liable in connection with this Appendix or WeChat Pay Function for any damages caused by:

- (i) information with threatening, defamatory or illegal content from an anonymous source or someone using a fake name;
- (ii) the Service Provider being misled or deceived by any person which results in psychological or physical harm and/or economic loss;
- (iii) other risks caused by improper conduct of a user of WeChat Pay Function;
- (iv) a hacker attack or computer virus attack which results in the inactivation of the Service Provider's computer system; or
- (v) any computer system being destroyed, paralysed or unable to operate in normal condition.

11.5 Because the Acquirer is neither the buyer nor the seller of the Service Provider's goods and/or services, if a dispute arises in relation to such goods and/or services, the Service Provider releases WeChat Pay and the Acquirer (and its employees, representatives and agents) from claims, demands and damages (actual, direct, consequential or otherwise) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

11.6 To the fullest extent permitted by law, WeChat Pay and

the Acquirer will not be liable (whether in contract, tort -including negligence, equity, or under any statutory implied term) for any damages of any kind including without limitation direct, indirect, incidental, punitive, special and consequential damages (including without limitation loss of profits, loss of revenue or loss of data) arising out of or in connection with this Appendix, the other Appendices which apply to WeChat Pay Function, or the inability to use WeChat Pay Function, or in connection with any goods or services purchased or obtained or messages received or transactions paid for through WeChat Pay Function, whether or not WeChat Pay has been advised of the possibility of such damage. Notwithstanding any provisions of the WeChat Terms of Service, to the extent permitted by Applicable Laws, the total aggregate liability of WeChat Pay and the Acquirer and their affiliated companies for all claims in connection with this Appendix or WeChat Pay Function, arising out of any circumstances, shall be limited to the amount (a) as stipulated in clause 9.2 of the Octopus Payment and Services Agreement, or (b) that the Acquirer has paid to Customer for the Acquiring Services with regard to the Service Provider's Transactions in the six (6) months immediately preceding the date of the most recent claim, whichever is lesser.

- 11.7 The Acquirer is not responsible for any third party charges the Service Provider incurred (including any charges from the Service Provider's internet and telecommunication service providers) in relation to or arising from the Acquiring Services or the Service Provider's use of WeChat Pay Function.
- 11.8 Nothing in these terms and conditions limits or excludes any of the following liabilities, except to the extent that such liabilities may be waived, limited or excluded under Applicable Laws:
- (i) any liability for death or personal injury caused by either party's negligence;
  - (ii) liability for fraud or fraudulent misrepresentation;
  - (iii) any liability for wilful misconduct; or
  - (iv) any other liability to the extent that such liability cannot be waived, limited or excluded under Applicable Laws.

## 12. CONFIDENTIALITY

- 12.1 Both parties shall not disclose to any third party the contents of this Appendix, any personal information or payment information obtained through WeChat Pay Function or the Acquiring Services, or any trade secrets or related technology without prior written consent from the other party. The parties to this Appendix shall ensure that their respective personnel

observe the confidentiality obligations set out in this clause. The confidentiality obligations contained in this clause shall survive the termination of this Appendix. These confidentiality obligations do not apply to the extent that disclosure is required by law or regulation or requested by any governmental or regulatory agency or authority and do not apply in relation to any disclosure of information that WeChat Pay is required to make to any acquiring bank or other financial institution.

## 13. TERM, EFFECT AND TERMINATION OF THIS APPENDIX

- 13.1 This Appendix will continue in full force and effect until terminated by a party in accordance with the terms of this Appendix.
- 13.2 If any Force Majeure Event occurs such as to prevent either party in performing any of its obligations under this Appendix, either party shall be entitled to terminate this Appendix without any liability.
- 13.3 Any termination of this Appendix shall be without prejudice to any rights or liabilities of either party to the other party accrued at the date of termination or expiration or in respect of any breach of the other party of any conditions herein contained or any amount owing, due or payable under this Appendix.
- 13.4 The provisions of this Appendix, which by their nature and content are intended, expressly or impliedly, to continue to have effect notwithstanding the completion, rescission, termination or expiration of this Appendix shall survive and continue to bind the Service Provider and the Acquirer.
- 13.5 If any of the following circumstances occurs on the part of the Service Provider, the Acquirer shall be entitled to unilaterally terminate this Appendix and the Service Provider shall be liable for compensating the Acquirer and/or WeChat Pay for any loss incurred in consequence of:
- (i) the Service Provider directly or indirectly participating in fraud;
  - (ii) the Service Provider's failure to provide adequate after-sales service for the products or services purchased by WeChat Pay Users;
  - (iii) the Service Provider operating in a way that breaches any of the other applicable policies or agreements referenced in this Appendix, or notified to the Service Provider from time to time;
  - (iv) the Service Provider entering into Transactions which in the sole determination of WeChat Pay, may be fraudulent or otherwise in violation of

Applicable Laws;

- (v) the Service Provider unreasonably refusing to respond or wilfully delaying any response to an enquiry from WeChat Pay;
- (vi) the Service Provider entering into insolvency proceedings, dissolution or having its business licences cancelled;
- (vii) the Service Provider's forgery or wilful default of payment;
- (viii) the Service Provider conducting other acts to damage the interests of WeChat Pay;
- (ix) the Service Provider engaging in illegal business; or
- (x) the Service Provider engaging in suspicious transactions.

**14. DISPUTE RESOLUTION**

- 14.1 Any dispute, controversy or claim (whether in contract, tort or otherwise) arising out of, relating to, or in connection with this Appendix, including their existence, validity, interpretation, performance, breach or termination ("**Dispute**"), shall be referred to and resolved by arbitration administered by the Hong Kong International Arbitration Centre under the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when the Notice of Arbitration is submitted in accordance with those Rules. The seat of the arbitration shall be Hong Kong. There shall be one arbitrator only. The arbitration proceedings shall be conducted in English.
- 14.2 If the Dispute cannot be resolved by arbitration or if any party appeals against the arbitral award, the parties hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

**15. MISCELLANEOUS**

- 15.1 If any provision of this Appendix shall be deemed as void or unenforceable, such provision shall be severed and the remaining provisions of this Appendix shall remain in force.
- 15.2 Any agreement amending, supplementing, novating or restating this Appendix shall form an integral part of this Appendix and have the same legal effect.
- 15.3 This Appendix constitutes the entire agreement between the Acquirer and the Service Provider with respect to the subject matter and supersedes any and all prior agreements, understandings, or arrangements, whether oral or written. No amendments to the provisions of this Appendix shall be effective unless agreed upon in writing by the Acquirer and the Service

Provider.

- 15.4 The Service Provider shall not assign its rights or transfer by way of novation its rights and obligations under this Appendix without the prior written consent of the Acquirer. The Acquirer shall have the right to assign its rights or transfer by way of novation its rights and obligations under this Appendix without the prior written consent of the Service Provider and the Service Provider hereby consent to such assignment or transfer.
- 15.5 Nothing in this Appendix creates or is intended to or create any type of joint venture, employee- employer, creditor-debtor, escrow, partnership, or any fiduciary relationship between the Acquirer and the Service Provider or its affiliates. Neither party shall be deemed to be an agent or representative of the other by virtue of this Appendix; neither party is authorized to, or will attempt to, create or assume any obligation or liability, express or implied, in the name of or otherwise on behalf of the other party. Without limiting the generality of the foregoing, neither party will enter into any contract, agreement, or other commitment, make any warranty or guarantee, or incur any obligation or liability in the name or otherwise on behalf of the other party.
- 15.6 Subject to Clause 15.8, a person who is not a party to this Appendix has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong)(the "Third Parties Ordinance") to enforce or to enjoy the benefit of any term of this Appendix.
- 15.7 Notwithstanding any term of this Appendix, the consent of any person who is not a party to this Appendix is not required to rescind or vary this Appendix at any time.
- 15.8 The Acquirer and WeChat Pay and their respective director, officer, employee, affiliate or agent may by virtue of the Third Parties Ordinance, rely on any provision of this Appendix (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.