

Alipay Service Contract

This Alipay Service Contract (inclusive of the Service Application Form below and all schedules, the “**Master Agreement**” and, together with all addenda (if any), this “**Agreement**”) is entered into between Alipay Payment Services (HK) Limited (“**Alipay**”) and the entity identified below (“**Company**”), (each a “**Party**” and together the “**Parties**”), effective as of the Effective Date.

Service Application Form

A) COMPANY INFORMATION:

(Selected Items are Ticked With <input checked="" type="checkbox"/>)	COMPANY
Legal name:	<u>insert legal name</u>
Registered Address of incorporation:	<u>insert detailed registered address of incorporation</u>
Principal business:	<u>insert description of principal business</u>
Product category:	<u>insert description of product type</u>
Company's Platform:	<u>Insert Company's Outlet(s) for offline Spot Payment</u> <u>Insert Company's website address for online Payment</u>
Company Alipay ID:	<u>Insert email address which will be used for Company Alipay ID and all business correspondence</u> Online Payment: Offline Spot Payment:
Territory:	<u>Hong Kong</u>
Machine-Readable Medium (Offline Spot Payment)	<input checked="" type="checkbox"/> <u>Barcode/QR code</u> <input type="checkbox"/> <u>Other: _____</u>
Contact details for serving notices:	
Address for notices (street, city, state, country, zip code):	<u>insert business address</u>
Contact name:	<u>insert name of authorized person who will receive notice on behalf of Company, e.g. Director, Officer, General Counsel</u>
Contact title:	<u>insert title</u>
Telephone Number:	<u>insert telephone number of contact person</u>
Facsimile Number:	<u>insert facsimile number of contact person</u>

Email address:	<u>insert email address of contact person</u>
Company Bank Account Information	
Beneficiary bank name:	<u>insert bank name</u>
Beneficiary bank address:	<u>insert bank address</u>
Account holder name:	<u>insert account holder name</u>
Account number:	<u>insert account number</u>
SWIFT Code:	<u>insert SWIFT Code</u>
IBAN:	<u>Insert IBAN</u>
Settlement Currency:	<u>HKD</u>
Checkout Funding Channel:	An Alipay User will be able to checkout using Alipay Account Balance and other checkout funding channels as provided by Alipay from time to time.

B) ALIPAY INFORMATION:

	ALIPAY
Legal name:	Alipay Payment Services (HK) Limited
Contact details for serving notices:	
Registered address	26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong
Address for notices:	26/F, Tower One, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong
Contact title:	Lead International Counsel
Telephone Number:	+852 2215 5100
Facsimile Number:	+852 2215 5200

C) GENERAL

- (i) **Due Diligence.** Where reasonably requested by Alipay at any time, Company will provide a copy of its constitutional documents and such other relevant background information as Alipay reasonably believes may assist it in assessing the Company (the “**Due Diligence Obligations**”). Failure to comply with the Due Diligence Obligations will be a material breach of this Agreement.

- (ii) **Legally Binding Agreement.** By signing this Agreement or, in the event an electronic version of this Agreement is made available online, by clicking the button “**I Confirm**” or similar button, registering, accessing or using Alipay Services (collectively, “**Indicated Consent**”), Company enters into a legally binding agreement with Alipay and Company agrees to accept the terms and rules set out in this Agreement (including its schedules and addenda).
- (iii) **Counterparts.** This Agreement may be signed in writing or electronically email and in one or more counterpart, each of which will be deemed an original and all of which will together constitute one and the same instrument.

In WITNESS WHEREOF, this Agreement has been duly executed.

Alipay:	Company: _
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ALIPAY SERVICES, SERVICE FEES AND SETTLEMENT**1. Service Description.**

Under this Agreement, Alipay will provide Company with the following services (together, “**Alipay Services**”):

- a) processing of Payments and authorization of such Payments made by Alipay Users either through online Payment or offline Spot Payment in connection with any Transactions via Alipay’s Platform;
- b) services relating to settlement with Company in the Settlement Currency with respect to such Payments; and
- c) other related services and ongoing technical support in connection with any of the above.

The further roles and responsibilities of either Party in relation to the Alipay Services are set out in this Agreement.

2. Service Fee

- a) **General.** Company shall pay Alipay the following fees (the “**Service Fee**”) in accordance with Clause 2(b) of this **Schedule A**:

For online Payment, Alipay will charge Company the Service Fee at the applicable rate set forth in the table below:

Applicable rate
[2.2] % of the Transaction Value

For offline Spot Payment, Alipay will charge the Company the Service Fee at the applicable rate set forth in the table below:

Applicable rate for the current calendar month
[1.8] % of the Transaction Value

All payments of the Service Fee shall be exclusive of any Tax.

- b) **Payment of Service Fee.** Company agrees that Alipay may deduct, in whole or in part, any Service Fee that is due and payable but has not otherwise been paid by Company, from the relevant Funds Available for Settlement.
- c) **Over/Under-Charges.** If Alipay charges Company more than the Service Fee set forth in this Agreement, Alipay will return the additional Service Fee charged to Company as soon as practicable. If Alipay charges Company less than the Service Fee set forth in this Agreement, then Company shall pay the amount of outstanding Service Fee to Alipay immediately upon Alipay’s request.

3. Alipay Settlement Process

- a) **Bank Account.** Company will bear all losses arising from the incorrect information of its banking details as provided in the Service Application Form.
- b) **Transaction List.** After 9:00am (Beijing time) of each day, Alipay will make available for download by Company from global.alipay.com a list of all recorded Transactions during the immediately preceding day for which Payments have been received (the “**Transaction List**”). The Transaction List shall set out Alipay’s determination of the Settlement Funds and the Net Settlement Amount, and in the absence of manifest error or valid dispute by Company shall be final and binding on Company in relation to such amounts.

- c) **Funds Transfer.** Subject to Alipay exercising its rights to withhold, deduct or set off in accordance with this Agreement, Alipay will transfer to Company an amount equal to the "**Net Settlement Amount**" in accordance with the formula set out below:
- Net Settlement Amount** = Settlement Funds – Refunds (if any, as specified under Clause 3(f) below) – Chargebacks (if any) - any other amount that Alipay may deduct in accordance with its rights to withhold, deduct or set off under this Agreement; and
- Where: Settlement Funds** = Funds Available for Settlement – Service Fee.
- d) **Settlement File.** Following the transfer of any Net Settlement Amount to Company's designated bank account, Alipay will provide, on the same Working Day, a file containing the relevant settlement information ("**Settlement File**") in relation to that Net Settlement Amount.
- e) **Incidental Fee for Fund Transfer.** In connection with transferring the Net Settlement Amount to Company in accordance with this **Schedule A**, Alipay will be solely responsible for bank charges (if any) imposed by banks through which Alipay initiates the transfer of such Net Settlement Amount. For any other fees or charges imposed by beneficiary banks (where Company has a bank account), intermediary banks or other payment service providers passing or receiving such Net Settlement Amount on behalf of Company, Company shall be solely responsible for any such fees or charges.
- f) **Refunds.**
- (A) If an Alipay User requests and is due a Refund in accordance with Company's after-sale service policy or a Refund is required by Applicable Law, Company will instruct Alipay in a timely manner to make such Refund to the Alipay User's Alipay Account in accordance with the Refund process to be agreed between Company and Alipay.
- (B) Company hereby agrees to reimburse Alipay for each such Refund and for that purpose authorizes Alipay to deduct the amount of each Refund from the Settlement Funds and return such Refund to the relevant Alipay User in accordance with this Clause 3(f).
- (C) If the amount of the Settlement Funds is not sufficient to process the relevant Refund, Alipay will be entitled to process the Refund only after the amount of such Settlement Funds becomes sufficient to pay the amount of such Refund or after Alipay otherwise receives from Company an amount sufficient to process the Refund. For the avoidance of doubt, Alipay shall not be responsible for any claim or liability that the relevant Alipay User may seek from Company in the event of any delay in processing such Refund.
- (D) Alipay will not charge any Service Fee in respect of its deduction of any Refund from the relevant Settlement Funds. Any Service Fee related to a Payment that is subject to a Refund and which has already been deducted from the Funds Available for Settlement will be repaid to the Company by Alipay upon the Refund being paid to Alipay.
- (E) Alipay only accepts and processes Refund instructions from Company if the request for the Refund is made within 365 days from the date of the Transaction.
- (F) Company will ensure that any Refund is only effectuated through the system interface provided by Alipay. Any alternative methods for the Refund, including but not limited to bank remittance, are disallowed.
- g) **Settlement and Settlement Limit.** Alipay will transfer the Net Settlement Amount in the selected Settlement Currency to Company's designated bank account (as provided in the Service Application Form or as otherwise notified to Alipay in writing) within one (1) Working Day from the date of Transaction, provided that the amount of the relevant Settlement Funds shall reach HKD 800 (the "**Settlement Limit**") Where the Settlement Amount is less than HKD 800, the Net Settlement Amount shall be retained until the aggregate total Net Settlement Amount due to the Company totals HKD 800. For the avoidance of doubt, the Settlement Limit of HKD800 shall be valid for the Initial Term only. Alipay reserves the right to adjust the Settlement Limit and charge a fee for Settlement during the Renewal Term(s).

- h) **Enquiry Regarding Settlement.** Any inquiry by Company with respect to settlement shall be made in writing and Company shall provide any information reasonably required by Alipay to assist with such enquiry. Alipay will, acting in a commercially reasonable manner, assist Company in resolving the relevant matter and provide a written response to Company within three (3) Working Days after receiving such written enquiry from Company.

4. Rules for Risk Management.

- a) Company agrees that if Alipay determines in its sole discretion that certain features of the Alipay Services may be subject to high risk of Unauthorized Payment or fraudulent Transaction, Alipay may suspend or terminate, with reasonable notice, the provision of such part of the Alipay Services, including but not limited to adjusting the types, issuing banks and payment limit (whether per Transaction or per day) of the credit card and/or debit card Alipay Users will be able to use to complete the Payment from time to time.
- b) Company shall use its best efforts to promptly answer Alipay User's enquiries and resolve any disputes in relation to the goods and/or services provided by the Company.
- c) Company shall be responsible for all costs and loss incurred by any disputes in relation to the goods and/or services provided by the Company and any Unauthorized Payment if such Unauthorized Payment is caused by or due to Company's default with respect to Transactions, including but not limited to Chargebacks and related costs, and Company shall comply with the following rules:
- (A) Transaction Evidence. Company will provide the Transaction Evidence within 5 Working Days upon Alipay's request.
- (B) Reimbursement. If Alipay does not receive the Transaction Evidence, or Alipay deems the Transaction Evidence to be inadequate, or Company accepts the Chargeback, or the arbitration or pre-arbitration result is not in favor of Company, in the case that Company elects to proceed with the arbitration or the pre-arbitration (or equivalent procedure) to resolve the Chargeback and such arbitration or pre-arbitration (or equivalent procedure) determines that there is a Chargeback, the Chargeback amount regarding the Transaction in question will be deducted from the Settlement Funds in the next settlement cycle in accordance with Clause 3 (c) of this Schedule A.
- (C) Reimbursement Obligation. Provided Transaction Evidence has been requested, Alipay may, having made due enquiry of the Alipay User, determine to reimburse an Alipay User in the event of any Unauthorized Payment. Company agrees to indemnify and hold Alipay harmless for the amount to be agreed between Company and Alipay (each acting reasonably) reimbursed to the Alipay User. In the event of any disputes in relation to the goods/services with card payments, Company agrees to follow card association's rules.

5. Alipay Payment Policies

- a) **Responsibilities for Service Fee.** Company will pay any Service Fee for using the Alipay Services and will not, directly or indirectly, transfer any such Service Fees to its Alipay Users in addition to what Company would charge a customer for the relevant Transaction in the normal course of business.
- b) **Alipay Wallet as Payment Method.** Company will not restrict its customers in any way from using Alipay Wallet as a Payment method at checkout at any sales channel, including but not limited to requiring a minimum or maximum purchase amount from customers using Alipay Wallet to make Payments.
- c) **Prohibited Products.** Company fully acknowledges that Alipay must not provide Alipay Services with respect to any Transaction which is prohibited by this Agreement (including Payments in relation to Prohibited Products), Applicable Law or violates Alipay's internal policies (as notified to the Company from time to time), or which will result in Alipay being considered to have breached any Applicable Law. Company will provide Alipay information about its Products as reasonably requested by Alipay from time to time. Company will not sell Products through Alipay's Platform that contain articles prohibited or restricted from being sold to Alipay Users under any Applicable Law, including without limitation the products listed in Appendix I, which may be updated by Alipay and notified to Company from time to time (together, "**Prohibited Products**"). Company will ensure that no Transaction being submitted for Alipay's processing involves or relates to any Prohibited Products ("**Prohibited Transaction**"). Alipay will have the right to refuse to provide any Alipay Services with respect to any Prohibited

Transaction and Company will indemnify Alipay for any damages, losses and liabilities that Alipay may suffer arising from or in connection with such Prohibited Transactions.

- d) **Products.** Company will use Alipay Services only for the Products in connection with Company's principal business as indicated in the Service Application Form. The Company shall not make a request for Payment or settlement for any Transaction unless the Company is in the course of conducting a sales and purchase transaction with respect to the provision of the Products to Alipay Users. Cash Advances by Company or by Company to Alipay Users are not allowed in any circumstances. Company hereby agrees, warrants and represents to Alipay on each of its request for Payment that each relevant Transaction thereunder has been duly and properly authorized and completed according to the terms and conditions of this Agreement and that the details of the Transactions are true and correct.
- e) **Storage of Transaction Information.** Company will maintain the records for each Transaction to justify its authenticity for the period of seven years after the completion of the Transaction and Alipay shall be entitled to review or otherwise access such records. Subject to any legal restrictions under Applicable Law, Company will procure that Alipay, the relevant service providers of Alipay and/or regulatory or governmental authorities having jurisdiction over Alipay be provided with or granted access to, the relevant Transaction information including but not limited to information on Company, Company's Platform, Products, and the amount, currency, time and counterparties to each Transaction, within three (3) Working Days of Alipay's request. Subject to any restriction under Applicable Law, Alipay will advise Company of the names of such service providers or regulatory/governmental authorities and the subject matter to which such requests relate.
- f) **Set off & Withholding.** Company agrees that Alipay shall be entitled, at its sole discretion, to set off, withhold settlement of or deduct any sums payable and liability of any nature from time to time due, owing or incurred by Company to Alipay (or any Alipay Affiliate) under this Agreement against any monies and liabilities of any nature, including Payments, from time to time due, owing or incurred by Alipay under this Agreement. The circumstances under which Alipay may exercise its rights under this Clause include, but are not limited to,:
- (A) if the Company fails to comply with any term of this Agreement;
 - (B) if Alipay believes that the Company has or is likely to become subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures;
 - (C) if Alipay reasonably believes that there has been a material deterioration in the financial condition of the Company; and
 - (D) if Alipay reasonably believes that any Transaction is a Prohibited Transaction.

Company shall not be entitled to retain or set-off any amount owed to it by Alipay against any amount due from Company to Alipay.

ALIPAY SERVICE TERMS AND CONDITIONS

1. **Definitions.** Capitalized terms not defined in this **Schedule B** will have the meaning given to them in this Agreement including those set out in **Schedule D**, unless the context requires otherwise.
2. **Alipay Services.** Alipay will provide Company certain service as described in **Schedule A**. The Parties will perform and comply with their respective responsibilities set forth in this Agreement.
3. **Fees.** In consideration for Alipay providing the Alipay Services to Company in accordance with the terms of this Agreement, Company will pay Alipay the Service Fee and other fees or charges as set out in **Schedule A**. Alipay reserves the right to adjust such fees upon thirty (30) days prior written notice and in the event Company does not agree to such adjusted fees, it is entitled to terminate this Agreement upon thirty (30) days prior written notice.
4. **Representations and Warranties**

Each Party makes each of the following representations and warranties to the other Party, and acknowledges that such other Party is relying on these representations and warranties in entering into this Agreement:
 - A. **Authorization.** Each Party represents and warrants the following (collectively, the “**Authorization Warranties**”):
 - (i) It is an independent corporation duly organized, validly existing and in good standing under the laws of jurisdiction of its incorporation;
 - (ii) It is properly registered to do business in all jurisdictions in which it carries on business;
 - (iii) It has all licenses, regulatory approvals, permits and powers legally required to conduct its business in each jurisdiction in which it carries on business; and
 - (iv) It has the corporate power, authority and legal right to execute and perform this Agreement and to carry out the Transactions and its obligations contemplated by this Agreement.
 - B. **Validity.** Each Party represents and warrants that once duly executed by the Party this Agreement shall constitute valid and binding obligations on the Party, enforceable in accordance with its terms. Except as otherwise stated in this Agreement, no approval or consent of any person or government department or agency is legally or contractually required to be obtained by the Party in order to enter into this Agreement and perform its obligations.
- C. **No Conflicts.** Each Party represents and warrants that (a) the execution of this Agreement, nor (b) the consummation by the Party of this Agreement will (i) conflict with the certificate of incorporation or by-laws or any other corporate or constitutional document of the Party or (ii) breach any obligations of the Party under any contract to which it is a party or (ii) violate any Applicable Law.
- D. **Litigation.** Each Party represents and warrants that there is no litigation, proceeding or investigation of any nature pending or, to the Party’s knowledge, threatened against or affecting the Party or any of its Affiliates, which would reasonably be expected to have a material adverse effect on its ability to perform its obligations under this Agreement.
5. **Compliance with Law.**
 - A. **General.** Each of the Parties will comply with any Applicable Law in connection with the operation of its business and performance of its obligations under this Agreement. Company will at its own costs, keep such records and do such things as are reasonably necessary to ensure that Alipay complies with any Applicable Law; provided always that Company shall not be required to do anything which is inconsistent with or in breach of any Applicable Law.
 - B. **Information Verification.** In order for Alipay to satisfy its obligations and to comply with the relevant requirements under Applicable Law, upon reasonable request by Alipay, Company will share records and information (including Transaction information and records) with Alipay from time to time and Alipay is authorized by Company to provide the relevant records and information to governmental agencies, regulatory authorities and third party service providers for examination and verification as necessary.
 - C. **AML Requirements.** Company shall comply with all Applicable Laws on anti-money laundering, counter-terrorism financing and sanctions (together “**AML**”). Company shall fully cooperate with Alipay’s reasonable due diligence (on site or in writing) of Company’s AML policies and procedures, including but not limited to merchant management, sanctions and politically exposed person review, suspicious transactions monitoring and reporting. In accordance with its AML, anti-fraud, and other compliance and security policies and procedures,

Alipay may impose reasonable limitations and controls on Company's ability to utilize the Alipay Services. Such limitations may include but are not limited to rejecting Payments, or suspending/restricting any Alipay Service with respect to certain Transactions or customers and prospective customers of Company. Alipay may, for the purposes of complying with relevant suspicious transaction reporting and tipping-off requirements under Applicable Law, report suspicious transactions to the relevant authorities without informing Company.

6. Disclaimer. TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS OTHERWISE EXPRESSLY STATED, ALIPAY DISCLAIMS ANY WARRANTY OR CONDITION OF ANY KIND, EXPRESS, IMPLIED, COMMON LAW OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF TITLE, LICENSEABILITY, DATA ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND USE OF REASONABLE SKILL AND CARE OR THAT THE ALIPAY SERVICES, THE ALIPAY PLATFORM OR ANY APPLICATION, WEBSITE, PRODUCT PROVIDED OR USED IN CONNECTION WITH THE ALIPAY SERVICES, WILL BE ERROR FREE OR OPERATE WITHOUT INTERRUPTION.

7. Indemnification.

- A. **General Indemnity.** Subject to Clause 8 below, each Party (the "indemnifying Party") will indemnify the other Party (the "indemnified Party") from and against all actions, claims, demands, liabilities, obligations, losses, costs (including, but not limited to legal fees, expenses and penalties) and interest suffered, incurred or sustained by or threatened against the indemnified Party arising out of any breach or violation of this Agreement by the indemnifying Party or any gross neglect, willful misconduct, fraud or dishonesty by the indemnifying Party or any of its employees or agents.
- B. **Third party IP Indemnity for Alipay.** The Company shall indemnify and defend Alipay and its Affiliates from and against any claim that any license the Company and/or its Affiliates granted under Clause 9 or the exercise thereof in accordance with this Agreement constitutes an unauthorized use or infringement of any Intellectual Property rights of a third party ("**IP Claim against Alipay**").
- C. Notwithstanding anything to the contrary, nothing under this Agreement shall be construed to exclude or limit Company's liability in connection with its obligations under Clause 3 of this Schedule.

8. Limitation of Liability. To the extent permitted under Applicable Law, under no circumstances will Alipay or its Alipay Services Contract (HK Merchant) – 2017.06.22

Affiliates be liable under any theory of tort, contract, strict liability or other legal or equitable theory for lost profits (whether direct or indirect), indirect, incidental, special, consequential or exemplary loss or punitive damages, each of which is excluded by agreement of the Parties regardless of whether such losses and/or damages were foreseeable or whether Company had been advised of the possibility of such damages. Notwithstanding anything in this Agreement to the contrary, other than Alipay's settlement obligations under Clause 3 of **Schedule A**, Alipay's aggregate liability, including for claims, expenses, damages or indemnity obligations under or in connection with this Agreement or the Alipay Services, will not exceed the lesser of (a) USD\$500,000 and (b) the total fees payable by Company to Alipay for the Alipay Services provided in the six (6) complete calendar months preceding the date of the first event giving rise to a claim upon which liability is based.

9. Intellectual Property.

- A. **Alipay License to Company.** Alipay owns all rights, title and interests in and to the Intellectual Property associated with the provision of the Alipay Services and the Alipay branding and logo, or has otherwise been granted the appropriate licences by the relevant owner with respect to such Intellectual Property. Subject to the terms of this Agreement and, as the case may be, any agreement between Alipay and the owner of the relevant Intellectual Property, Alipay hereby grants Company during the term of this Agreement, a license to use the relevant Intellectual Property in the Alipay Services, the Alipay Platform and the Alipay branding and logo (it owns or is entitled to use) solely for the purpose of using the Alipay Services in accordance with this Agreement. Such license to use the relevant Intellectual Property granted in favor of Company is non-exclusive, non-sublicensable and non-transferrable, and may be modified or revoked by Alipay in writing in its discretion at any time during the term of this Agreement. Company shall be permitted to use Alipay's branding and logo solely as required for the purpose of using the Alipay Services and strictly in accordance with the provision of Clause 3 of **Schedule C**. Company agrees that the licenses granted under this Clause 9 and the Company's use of such Intellectual Property under this Agreement will not confer any proprietary right, and Company agrees to take reasonable care to protect all such Intellectual Property from infringement or damage and cease all use of such Intellectual Property immediately upon termination of this Agreement.
- B. **Company License to Alipay.** 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, Company

grants to Alipay a non-exclusive, non-transferable, royalty-free license to use, reproduce, publish, distribute and transmit any of Company's marketing materials, proprietary indicia or other similar items ("**Company IP**") containing the Intellectual Property of Company necessary for Alipay to perform its obligations contemplated by this Agreement and to refer to the name of Company in the public announcement as one of the partners using the Alipay Services. Company represents and warrants to Alipay that it has obtained all necessary authorities, permissions, approvals and licenses to license the Company IP to Alipay and that the Company IP does not infringe the Intellectual Property of any third party.

10. Data privacy. Each Party will take all commercially reasonable endeavours to ensure that the Personal Information is protected against misuse and loss, or unauthorized access, modification or disclosure and will promptly notify the other Party of any loss of, or any unauthorized disclosure of or access to, the Personal Information. Each Party may retain records of Payments for complying with Applicable Law and internal compliance requirements. "**Personal Information**" means personal information or data, whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or data, processed by either Party in connection with this Agreement. Alipay may transfer Transaction data, including Personal Information, to any of its Affiliates that have been delegated any of its obligations under this Agreement.

11. Taxes.

- A. To the extent permitted by Applicable Law, all Taxes arising from or in connection with all payments between Alipay and Company under this Agreement shall be for the account of and liability of Company, unless agreed otherwise in writing by the Parties.
- B. For the avoidance of doubt, (i) all amounts payable by Company to Alipay under this Agreement are exclusive of any Taxes imposed by the relevant taxation authority of applicable jurisdictions to which Company is subject which shall be for the account of Company; and (ii) any Taxes imposed by the relevant taxation authority of applicable jurisdictions to which Company is subject, including without limitation value added tax or other Taxes of similar nature, arising out of or in connection with any Transaction or this Agreement, shall be for the account of Company.
- C. Each Party shall be responsible for any and all Excluded Taxes that it is liable for under Applicable Law.

D. Where a Party is required under Applicable Law relating to tax to fulfill its tax obligations, including but not limited to common reporting standard, imposed by any taxation authority, the other Party shall promptly provide information and documents as requested by that Party to the extent permitted by Applicable Law.

E. Nothing contained in this Agreement is intended to result in one Party assisting the other Party to evade any Taxes in the applicable jurisdictions to which the other Party is subject.

12. Confidential Information. Each Party acknowledges that the Confidential Information of the other is valuable to it and agrees to treat as confidential all Confidential Information received from the other Party in connection this Agreement. Neither Party will disclose such Confidential Information to any third party except to perform its obligations under this Agreement or as required by Applicable Law or government authorities, and in each case, the disclosing Party will, to the extent permitted under Applicable Law, give the other Party prior notice of such disclosure. Upon termination of this Agreement or at the written request of the other Party, each Party will promptly return or destroy all material embodying Confidential Information of the other. Notwithstanding the foregoing, each Party may retain reasonable copies of the other Party's Confidential Information to comply with Applicable Laws or in order to exercise its rights under this Agreement, provided that such retained Confidential Information will not be disclosed or used for any other purposes. "**Confidential Information**" means all non-public, 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, in the case of Alipay, the interface technologies, security protocol and certificate to any other website or enterprise provided by Alipay) .

13. Publicity. Neither Party will 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 Laws binding the Party. However, the preceding limitation will not be interpreted to prevent Alipay from making general statements about Alipay's business or about services similar to the Alipay Services in or outside of the jurisdiction where Company is located.

14. Notice. All business correspondence in relation to the business as usual operation of the Alipay Services and amendment of any matters listed in the Service Application Form (other than in respect of notification of a change of Company legal name) will: (i) in the case of notice being provided by Alipay, be addressed to Company's Company Alipay ID; and (ii) in the case of notice being provided by the Company be sent to overseas@alipay.com and sent via Company's email address registered under Company Alipay ID. Other than the foregoing, all notices and other communications given in connection with this Agreement (including changing any terms of this Agreement and, in the case of the Company, notification of a change of Company legal name) will be in writing, in English and will be sent either by express courier or facsimile to the contact details and address provided by the Parties in the Service Application Form. Notice will be deemed to have been received: (i) if sent by express courier, at the time the courier records delivery; and (ii) if sent by facsimile machine, at the time of successful transmission by the sending Party. Notice given in any other manner will be not be deemed to have been received unless acknowledged in writing by the Party receiving the notice. Notwithstanding the foregoing, the Parties agree that email (including email with electronic signature blocks containing the sender's name) will not constitute valid service of notice to either (i) amend this Agreement; or (ii) notify the receiving Party of any matter which will or may have legal consequences for the receiving Party.

15. Variation. No variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorized representatives). For the avoidance of doubt the Parties may not vary the terms of this Agreement via email (including email with electronic signature blocks containing the sender's name).

16. Term and Termination.

A. General. The term of this Agreement will be for a period of one (1) year from the Effective Date (the "Initial Term"). This Agreement will renew automatically for successive one-year terms (each, a "Renewal Term") unless it is terminated by Company or Alipay with 30 days' notice prior to the end of the then-current Term.

B. Cause. Alipay may terminate or suspend the Alipay Services (in part or in whole) without notice to Company if Alipay reasonably suspects that Company has breached or defaulted under any term of this Agreement. The Company may terminate this Agreement with immediate effect (i) for breach of this Agreement by Alipay if such breach is curable but not cured with 30 days of notice being given by Company to Alipay; or (ii) for material breach of this Agreement by Alipay,

immediately upon notice being given by Company to Alipay. For the purposes of this Agreement, if either Company or Alipay becomes subject to bankruptcy, insolvency, reorganization, winding up or similar dissolution procedures, such occurrence will be deemed a material breach by the relevant Party of this Agreement.

C. Alipay Compliance. Notwithstanding any other provision of this Agreement, Alipay may terminate or suspend this Agreement, in part or in full, immediately, if Alipay determines, in its sole discretion, that compliance with this Agreement would cause Alipay or any of its Affiliates to violate or potentially violate any Applicable Law to which Alipay or any of its Affiliates is or becomes subject to.

D. For Convenience. Alipay may terminate the Agreement without cause on giving 30 days' notice to Company.

E. Survival. Upon termination of this Agreement, the respective obligations of the Parties set out in this Agreement will cease other than obligations and rights of the Parties under Clauses 9, 10, 12, 13, 14, 15 and 18 of this **Schedule B** and those provisions which by their terms are intended to survive any termination (including payment obligations already accrued). Any amounts due and payable under Clause 3 of this **Schedule B** shall survive termination and continue to be due and until such amounts are paid in full by Company.

17. No Agency. Each Party confirms that it is entering into this Agreement in its own capacity for its own account and is not acting as a nominee or agent of any other third party.

18. Force Majeure. No Party, its Affiliates or agents will be held liable for any default, delay or failure in performing its obligations under this Agreement resulting directly or indirectly from acts of nature, forces or causes beyond such Party's, its Affiliates' or agents' reasonable control, including without limitation, (i) fire, flood, element of nature or other act of God, (ii) outbreak or escalation of hostilities, war, riot or civil disorder, or act of terrorism; (iii) internet failure, computer, telecommunications, electrical power failure or any other equipment failure; (iv) labor dispute (whether or not employees' demands are reasonable or within the Party's power to satisfy), (v) act or omission of a government authority prohibiting or impeding the affected Party (or its Affiliates or agents) from performing its obligations under this Agreement, including order of a domestic or foreign court or tribunal, governmental restriction, sanctions, restriction on foreign exchange controls, etc. or (vi) the nonperformance by a third party for any similar cause beyond the reasonable control of the Party (collectively, a "Force Majeure Event"). If a Force Majeure Event

occurs, the non-performing Party will be excused from any further performance of the obligations affected by the event only for as long as the Force Majeure Event continues and only to the extent of such Force Majeure Event and the Party continues to use commercially reasonable efforts to resume performance.

19. Governing Law/Dispute Resolution. This Agreement will be governed by and construed under Hong Kong law, without regard to its principles of conflict of laws. Any dispute, controversy or claim arising out of, in connection with or relating to this Agreement, including the interpretation, validity, invalidity, breach or termination, will be settled by arbitration. The arbitration will be conducted in Hong Kong in accordance with the Hong Kong International Arbitration Centre Administered Arbitration Rules in force when a Notice of Arbitration (as defined therein) is submitted in accordance with the said Rules. The number of arbitrator will be one (1). The arbitration will be conducted in English.

20. Costs and Expenses. Except as expressly set forth in this Agreement, each Party will be solely responsible for all costs and expenses incurred by it in connection with providing or receiving the Alipay Services.

21. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any previous agreements and understandings.

22. Assignment. This Agreement and all rights and obligations of Company under this Agreement may not be assigned, transferred, subcontracted or delegated by Company. Alipay, in its discretion and without consent from Company, can assign or transfer this Agreement or any of Alipay's rights and obligations under this Agreement to any of its Affiliates, or to any third party.

23. No Implied Waiver. The waiver by either Party of a breach or default of any provision of this Agreement by the other Party, or the failure on the part of either Party to exercise any right or privilege will not be construed as a waiver of any subsequent breach or default by the other Party, or as a waiver of any such provision, right, or privilege.

24. Relationship. Nothing contained in this Agreement will be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship among or between the Parties.

25. Severability. If any provision of this Agreement is not enforceable, the remaining provisions remain valid and enforceable.

26. Participation of Alipay's Affiliates. Alipay may delegate or sub-contract any or all of its obligations under this Agreement to any of its Affiliates, provided that Alipay

remains responsible to Company for the performance of its obligations under the Agreement.

27. Third Party Rights. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance to enforce any term of this Agreement save that the obligations of the Company under this Agreement are owed to Alipay's Affiliates each of whom may enforce the terms of this Agreement against the Company.

28. Headings. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of the relevant section.

29. Language. This Agreement has been prepared in English. In the event of any inconsistency between the original English version and any translation, the English version shall govern.

TERMS OF USE

These Terms of Use contain an explanation of the Alipay Services and set forth the roles and responsibilities of the Parties.

1. Responsibilities of Alipay.

Alipay will use reasonable commercial efforts to perform the Alipay Services, including as follows:

- A. **Encryption.** Subject to Clause 6 of this **Schedule C**, Alipay will provide the Company with encrypted access to the Alipay Platform, including but not limited to access to Company's interface for transmission of Transaction information, and configuration of the safety transmission protocol.
- B. **Safeguarding.** Alipay will hold all amounts payable to Company under this Agreement separate from its corporate funds.
- C. **Bankruptcy.** If Alipay enters into bankruptcy or liquidation, Alipay will not voluntarily make the amounts payable to Company under this Agreement part of Alipay's bankrupted or liquidated assets. Company will have the right to collect such amounts in accordance with Applicable Law.

2. Responsibilities of Company.

- A. **Information Accuracy & Changes.** Company is responsible for ensuring that all of its information disclosed to Alipay in connection with this Agreement, is materially true, accurate and complete. Company will promptly inform Alipay of any action or event of which it becomes aware that has the effect of making materially inaccurate, any of Company's representations or warranties,
- B. **Company's Own Use/Fraud Prevention.** Company will only use the Alipay Services for its own business operations and in such manner as stated in this Agreement. Company will ensure that the Alipay Services are not used for any purpose of account top-up, account transfer or any other purpose that is solely related to funds transfer without an underlying Transaction.
- C. **Transaction Management.** Company, including any of Company's computer software programs, software development kits (SDK) or service procedures, will use the Alipay Platform in accordance with this Agreement and will 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. Alipay will not be responsible for any loss or damages due to the malfunction of Company's own system.
- D. **Alipay User Disputes.** Company will be solely liable for dealing with Alipay Users in relation to complaints or rejections of Products initiated by such Alipay Users.
- E. **Operational Maintenance.** Company shall facilitate the provision of Alipay Services at its own costs through keeping the relevant software and hardware of cashiers (including but not limited to Spot Payment scanner, physical circuits or networks) in a good operational condition and properly linking to Alipay's Platform.
- F. **Point of Sale.** Company will display Alipay branding at the point of sale in compliance with Alipay guidelines, and cooperate to have Company's sales staff be "trained" to promote the use of the Alipay Spot Payment.

3. Alipay Presentation Guidelines

Company shall display the brand or logo of Alipay and identify Alipay as prominently as and in parity with all other forms of payment method accepted by Company, such as through display next to the point of sale at physical retail stores, or on promotional materials of Company (as applicable). Such information on Alipay shall be presented by Company whenever payment options are featured for the purchase of Products.

Alipay's logo and content must be used only for the purpose of indicating acceptance of Alipay by Company as a form of payment, unless otherwise authorized by Alipay. Company will present an accurate description of the Alipay Services in accordance with Alipay's guidance as issued from time to time.

4. **Allocation of a Company Alipay ID.** Alipay will allocate an account to Company, which is linked to the email address provided by Company (“**Company Alipay ID**”). The Company Alipay ID will be used to track Transaction records and information in relation to the Alipay Services. Alipay may, in its discretion, allocate an additional Company Alipay ID to Company after receiving notification that Company wishes to apply for a new account from Company’s registered email address. Upon receiving the Company Alipay ID, Company will be solely responsible for changing the relevant default security credentials of the Company Alipay ID to ensure that they are kept secure and confidential. Company is solely responsible for keeping Company Alipay ID secure and for all activity, liability and damage resulting from Company’s failure to keep Company Alipay ID confidential and secure. Company will immediately notify Alipay of any unauthorized use of Company Alipay ID or any breach of its security. Company will not provide Company Alipay ID credentials to any third party without Alipay’s express written permission. Company agrees that all officers, employees, agents, representatives and others having access to the username and/or password have been duly authorized by Company to use the relevant Company Alipay ID on Company’s behalf and to legally bind Company. Company will be responsible for all actions by current and former officers, employees, agents, representatives and others, regardless of whether authorized by Company, that access the Alipay Services using the Company Alipay ID.
5. **Downtime.** Alipay’s Platform are subject to maintenance, repairs, inspections, modifications and improvements, during which the Alipay Services may not be available. To the extent that any scheduled downtime adversely affect any Alipay Services provided to Company, such scheduled downtime will be notified by Alipay to Company with reasonable notice.
6. **Cooperation.**
 - a. **Launch.** Alipay and Company will use commercially reasonable efforts to launch the Alipay Services in an efficient and cost effective manner, which will include the implementation of the Alipay Services on the Company’s Platform, the development of APIs, technical integrations, and data exchanges as necessary.
 - b. **Joint Marketing.** In Alipay’s discretion, Alipay and Company will discuss in good faith joint marketing programs to promote the Alipay Services. Any formal marketing programs may be implemented as the Parties may agree, but in any event no sooner than one month after the Company’s Platform has been successfully configured to accept the Alipay Services as a means of payment by its customers.
 - c. **Media Announcement.** As requested by Alipay in its discretion, Company will consult with Alipay in good faith to find the most appropriate way to announce the business cooperation between the Parties in the media and Company will share relevant Company-approved data to demonstrate success of the business relationship after six months of using the Alipay Services.

Appendix I - Prohibited Products

1.	Pornography 色情
2.	Illegal drugs 毒品
3.	Narcotic-taking tools 吸毒工具
4.	Weapons, including accessories, replica weapons, ammunitions and explosives 軍火武器/槍械及配件，含模擬槍、爆炸物
5.	Military or police equipment 軍用、警用物品
6.	Poisonous articles and hazardous chemicals 劇毒物品和危險化學品
7.	Hacking, malware 駭客攻擊、惡意軟體
8.	Certificate issuing and stamp carving that violate the law 違法辦證刻章
9.	Counterfeit currency 假幣
10.	Sale or purchase of bank account or bank card in contravention with the Laws 買賣銀行帳戶（銀行卡）
11.	Archaeological and cultural relics 考古文物
12.	Forged and fake products 假冒產品
13.	Human organs 人體器官
14.	Surrogacy services 代孕服務
15.	Protected species 保護動植物
16.	Smuggled goods 走私物品
17.	Any animals, plants or products which contain dangerous germs, pests or any other living creature 帶有危險性病菌，害蟲及其他有害生物的動物、植物及其產品
18.	Any products, medicine or any other article originates from epidemic area of infectious disease which causes threat to health of human beings or animals 有礙人畜健康的，來自疫區其他能傳播疾病的製品，藥品或其他物品
19.	Any other goods or services that violate the law 其他違法產品或服務

DEFINITIONS

DEFINITIONS	In this Agreement, unless otherwise defined in the Agreement itself, the following terms have the following meanings (for both the singular and plural):
Affiliate	means, with respect to a given person, (a) a director, officer, partner, member, manager, executor or trustee of such person and (b) any person directly or indirectly controlling, controlled by, or under common control with, that person. Any entities within the Ant Financial Group and their successors shall be regarded as Affiliates of Alipay for purposes of this Agreement;
Alipay Account	means an account allocated to an Alipay User by Alipay or its Affiliate upon completion of registration with Alipay or its Affiliate. Each Alipay Account is for payment and collection between Alipay or its Affiliate and the applicable Alipay User;
Alipay Account Balance	means one of the payment funding sources whereby Alipay Users can use the stored value in his or her Alipay Wallet to make Payment;
Alipay's Platform	means the payment processing system developed by Alipay or its Affiliate;
Alipay Services	has the meaning given to it in Clause 1 of Schedule A ;
Alipay User	means an individual who has completed the membership registration process with Alipay or its Affiliate and has opened an Alipay Account;
Alipay Wallet	means a digital wallet operated by Alipay or its Affiliate, which has stored value funded through a variety of funding sources and enables Alipay Users to make Payment for Product on Company's Platform;
Ant Financial Group	means the corporate group headed by Ant Small and Micro Financial Services Group Co., Ltd as the ultimate parent undertaking.
Applicable Law	any law, regulation, rule, requirement, judgment, decree, order or directive, including, without limitation, any global, federal, country, state or local laws, rules and regulations and including those issued by governmental or regulatory authorities having jurisdiction over the relevant Party, that are applicable to a Party or its business or which the Party is otherwise subject to;
Chargeback	means any disputed credit or debit card transaction that is returned to Alipay or credit card acquirers engaged by Alipay for reimbursement of the relevant cardholder's account.
Company's Platform	means the platform on which Company uses the Alipay Services, as set forth in the Service Application Form;
Effective Date	means the date or the latter of the dates (if different) on which this Agreement is executed by both Parties; or the date on which Company clicks the button "I Agree" or similar button in the event an electronic version of this Agreement is made available online;

Funds Available for Settlement	means the aggregate amount of Payments processed/collected by Alipay or its Affiliate with respect to all Transactions yet to be settled to Company;
Intellectual Property	means any (i) copyright, patent, know-how, domain names, trademarks, trade names, service marks, brand names, corporate names, logos and designs (whether registered or unregistered) and all associated goodwill; (ii) applications for registration and the right to apply for registration for any of the same; and (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (including its application programming interfaces);
Machine-Readable Medium	means a medium capable of storing or accessing data in a format readable by a mechanical device via barcode or other relevant technology as specified in the Service Application Form from time to time;
Net Settlement Amount	has the meaning given to it in Clause 3(c) of Schedule A ;
Payment	means the payment in respect of the relevant Transaction Value made or to be made by an Alipay User for the purposes of completing the relevant Transaction;
PRC	means the People's Republic of China, but for the purposes of this Agreement does not include Taiwan, Hong Kong Special Administrative Region or Macao Special Administrative Region;
Product	means any and all goods, products, services and/or items that Company makes available for sale to any person, including Alipay Users, on Company's Platform;
Refund	means, as appropriate, either (i) the process whereby a Payment already made by an Alipay User is credited, in whole or in part, to that Alipay User as instructed by Company or (ii) the amount of such returned funds;
RMB	means Ren Min Bi being the lawful currency of the PRC;
Service Application Form	means the 'Service Application Form' at the beginning of this Agreement or its online equivalent, if any, at the Alipay website;
Settlement Currency	means the currency selected by Company in the Service Application Form;
Settlement Funds	means the amount equal to the Funds Available for Settlement less any Service Fee payable and any other amounts which Alipay are entitled to withhold, deduct or set-off in accordance with this Agreement, which is payable to Company in accordance with this Agreement;
Settlement Limit	means the limit specified by Company in the Service Application Form that will trigger settlement in accordance with Clause 3(g) of Schedule A ;
Spot Payment	means Payment in relation to a Transaction which is initiated by Company scanning the barcode (or other machine-readable format) generated in an Alipay User's portable device by a device capable of accessing Machine-Readable Medium to enable Alipay Users to make cashless Payments at Company's Platform;

Tax	<p>means all federal, state, provincial, territorial, county, municipal, local or foreign taxes, including but not limited to sales, use, license, excise, good and services, value added, stamp or transfer taxes, duties, imposts, levies, assessments, tariffs, fees, charges or withholdings of any nature whatsoever levied, imposed, assessed or collected by a taxation authority together with all interest, penalties, fines or other additional amounts imposed in respect thereof;</p> <p>For the avoidance of doubt, reference to "Tax" excludes any of the foregoing which are (i) franchise taxes, or (ii) property, personal property or rental taxes, or (iii) other taxes not applicable on the Service Fee (collectively "Excluded Taxes");</p>
Term	means, as appropriate, either the Initial Term or any Renewal Term, each as defined in Clause 16 of Schedule B ;
Transaction	means the sale and purchase transaction of Product(s) by an Alipay User from Company;
Transaction Evidence	means such evidence as Alipay reasonably requires, including the names and prices of the Product(s) to which the disputed Payment relates, together with relevant proof that the Product(s) have been properly delivered or rendered to the Alipay User, and without limitation, video footage (e.g. CCTV), Transaction receipt and the name and contact information of the Alipay User who used Spot Payment to make Payment for the Product at Company's Platform;
Transaction Value	means, with respect to each Transaction, the amount (including any discount) payable by the Alipay User to Company in respect of the relevant Product(s);
Unauthorized Payment	means any Payment that has not been authorized by the relevant Alipay User; and
Working Day	means a day (other than a Saturday or a Sunday or any public holiday) on which banks generally are open in Hong Kong and the PRC for the transaction of normal banking business.

CROSS-BORDER PAYMENT ADDENDUM

This addendum applies where the Alipay Service under the Master Agreement is offered to the Company for the processing of cross-border Payments involving Alipay Users located in the PRC.

All capitalized terms used in this Addendum shall have the same meanings as those terms are defined in this Agreement.

Cross-Border Terms

- Modification.** Where this addendum is applicable, in the event of a conflict between a provision of this addendum and a provision of the Master Agreement, the provision in this addendum will prevail.
- AML and Legal Obligations.** Company acknowledges that Alipay has certain obligations under the AML laws and regulations applicable to Alipay in relation to Alipay Services. Company will at its own costs, keep such records and do such things as reasonably requested by Alipay, including the provision of records of transactions to Alipay, as are reasonably necessary to ensure that Alipay complies with any Applicable Law; provided that Company shall not be required to do anything which is inconsistent with or in breach of any Applicable Law.
- Prohibited Products.** In accordance with Clause 5(c) of **Schedule A**, set out below is a list of Prohibited Products, which may be updated by Alipay and notified to Company from time to time:

1.	Illegal political audio visual products and publications 非法政治音像製品、出版物
2.	Illegal political cards and program channels 非法反動卡類和節目台
3.	State secret documents and information 國家機密檔資料等
4.	Pornographic and vulgar audio visual products/publications 黃色低俗音像製品/出版物
5.	Pornographic and vulgar erotic services 黃色低俗色情服務
6.	Pornographic and vulgar cards and program channels 黃色低俗卡類和節目台
7.	Other pornographic and vulgar articles or services 其他黃色低俗物品或服務
8.	Gambling tools 賭博器具
9.	Private lottery 私彩
10.	Gambling/betting 賭博/博彩服務
11.	Narcotics 毒品
12.	Narcotic-taking tools 吸毒工具
13.	Weapons of all types (including military weapons/firearms and accessories), replica weapons, ammunitions and explosives 軍火武器/槍械及配件，含模擬槍、爆炸物
14.	Military or police equipment 軍用、警用物品
15.	Controlled instruments (such as dagger) which would potentially be used as a weapon 管制器具
16.	Illegally obtained proceeds or properties as result of crime 犯罪物品
17.	Poisonous articles and hazardous chemicals 劇毒物品和危險化學品
18.	Batons and electric batons

	甩棍、電棍、電擊棍等其他物品
19.	Lock pick tools 開鎖工具
20.	Anesthetic, psychotropic or prescription medicine; illegal unregistered medicine 麻醉藥品、精神類藥品、處方藥、無批號藥品
21.	Fetal gender determination 胎兒性別鑒定
22.	Aphrodisiac 成人藥品
23.	Medical service, including medical consulting, hypnotherapy, plastic surgery 醫療服務，包括醫療諮詢、催眠、整容整形
24.	Unauthorized payment service provider 協力廠商轉支付平臺（二清無牌機構）
25.	Matchmaking service between Chinese and foreign citizen 涉外婚介
26.	Hacking 駭客攻擊
27.	Malware 惡意軟體
28.	Services jeopardizing Alipay or any of its Affiliates or related party. 危害阿里巴巴各子公司或相關方的服務
29.	Certificate issuing and stamp carving that violate the law 違法辦證刻章
30.	Crowd funding 眾籌
31.	Video chat 視頻聊天
32.	Religion 宗教網站
33.	Online cemetery and worshipping 網上公墓、網上祭祀等服務
34.	ID card information and other privacy information 身份證資訊等侵犯個人隱私的資訊
35.	Spy equipment 間諜器材
36.	Computer privacy information monitoring 電腦隱私資訊監控
37.	Other privacy invasion material or service 其他危害個人隱私的物品或服務
38.	Pyramid scheme 傳銷
39.	Lottery 彩票
40.	Gold investment 黃金投資
41.	Credit card cashing 信用卡套現
42.	Counterfeit currency 假幣
43.	Sale or purchase of bank account or bank card in contravention with the Laws 買賣銀行帳戶（銀行卡）
44.	Stock 股票
45.	Fund 基金
46.	Insurance

	保險
47.	Insurance platform 保險平臺
48.	Bank financial products 銀行理財產品
49.	Rebate service 返利
50.	Financial information software, financial products trading software 股票軟體，股票資訊、財經資訊
51.	Single-purpose prepaid cards 單用途預付卡
52.	Securities 證券
53.	Illegal fund-raising 非法集資
54.	Foreign exchange services 外匯兌換服務
55.	P2P lending P2P 金融互助平臺
56.	POS payment POS 支付
57.	Payment by instalments service 分期付款服務
58.	Invoice 虛開發票
59.	Bitcoin, Litecoin, Ybcoin, and other virtual currency transactions 虛擬貨幣，比特幣、萊特幣、元寶幣等虛擬貨幣交易
60.	Satellite antenna 衛星天線
61.	Archaeological and cultural relics 考古文物
62.	Circulating RMB 流通人民幣
63.	Foreign currency 外幣
64.	Forged and fake food products 假冒產品（食物類）
65.	Tobaccos 煙草（線上禁售）
66.	Fireworks and firecrackers 煙花爆竹
67.	Crude oil 原油
68.	Human organs 人體器官
69.	Surrogacy services 代孕服務
70.	Impersonation in exams, plagiarism 替考、代考、代寫論文服務
71.	Protected species 國家保護動植物
72.	Smuggled goods 走私物品
73.	Olympic Games or World Expo tickets, or other infringement according to state regulations 特殊時期特殊規定（版權、國家同步規定、奧運）

74.	Seeds 種子
75.	Real estates 不動產買賣
76.	Charity 慈善公益
77.	Auction 拍賣
78.	Pawn 典當
79.	Lucky draw 抽獎
80.	Any animals, plants or products which contain dangerous germs, pests or any other living creature 帶有危險性病菌，害蟲及其他有害生物的動物，植物及其產品
81.	Any products, medicine or any other article originates from epidemic area of infectious disease which causes threat to health of human beings or animals 有碍人畜健康的，来自疫区其他能传播疾病的制品，药品或其他物品
82.	Public gathering 集会活动
83.	Any other goods or services that violate the law 其他違法產品或服務