

# Alipay™ International Mini Program Development Platform Terms and Conditions

Last updated: 2019-2020

## 1. ACCEPTANCE OF TERMS

1.1 This Agreement sets out the terms and conditions of your access to the <https://miniprogram.alipay.com/> website (“Alipay™ International Mini Program Development Platform”) through which you may access the services (“Alipay Services”) offered by Alipay Singapore E-Commerce Private Limited and its affiliates (“Alipay”, “us” or “we”). This Agreement is made between you and us for your use of the Alipay International Mini Program Development Platform, since the Alipay International Mini Program Development Platform is owned by Alipay. You acknowledge that you have read this Agreement prior to your use of the Alipay International Mini Program Development Platform. If you do not accept all of the terms and conditions, please do not continue with the registration process.

1.2 We may amend this Agreement and other policies at any time by posting an updated version. The updated version of this Agreement and other policies we may post from time to time shall take effect immediately upon posting. Your continuous use of Alipay Services constitutes confirmation that you agree to be bound by this Agreement and other policies we publish as may be amended from time to time.

## 2. Login

2.1 By choosing to login via your account on the <https://miniprogram.alipay.com/> website, you hereby acknowledge and authorize our collection and use of the account information which may include information such as the names, email addresses, etc. of company officers, representatives, shareholders and board directors, etc.. We may verify your login information and such other information as deemed appropriate by us. You agree to provide all necessary information and render all reasonable assistance and cooperation that we may require in order to complete the verification. The information we collect will be used to determine if you are eligible to begin and/or continue to use the Alipay Services. We reserve the right to limit or suspend your access to Alipay Services in the event we are unable to obtain or verify your information.

### **3. USERNAME AND PASSWORD**

3.1 You shall be solely responsible for: a) maintaining the confidentiality of your username and password; b) all transactions and activities that occur under your username and password; and c) any and all consequences of use or misuse of your username and password.

3.2 Your username and password is unique to your use of the Alipay International Mini Program Development Platform and you shall not share, assign or permit the use of your username and password to other persons. You acknowledge that sharing of your username and password with other persons ("multiple use") may cause irreparable harm to us or our affiliates and you shall indemnify us or our affiliates against any loss or damages suffered by us or our affiliates as a result of such multiple use. If other persons access the Alipay International Mini Program Development Platform using your username and password, we will treat this as if you have authorized such use and you will be responsible for any consequences incurred by such use. You undertake to notify us immediately of any unauthorized use of or access to the Alipay International Mini Program Development Platform or any other breach of security.

3.3 If you are a business entity, you agree that all officers, employees, agents, representatives and others having access to the username and/or password have been duly authorized by you to access the Alipay International Mini Program Development Platform on your behalf and to legally bind you. You shall be responsible for all actions by current and former officers, employees, agents, representatives and others, regardless of whether authorized by you, that access the Alipay International Mini Program Development Platform using the business' user name and password.

### **4. YOUR RESPONSIBILITIES**

4.1 You will use the Alipay International Mini Program Development Platform in good faith and in compliance with all applicable laws and regulations.

4.2 The information and material you provide in connection with the use of the Alipay International Mini Program Development Platform is true, lawful and accurate, and is not false, misleading or deceptive.

4.3 You shall not use the Alipay International Mini Program Development Platform to defraud us, our affiliates or other members or users, or engage in other unlawful activities (including without limitation dealing in products or services prohibited by law).

4.4 You shall not use the Alipay International Mini Program Development Platform

for any illegal activities or in a manner that may result in complaints, disputes, claims, penalties or other liability to us, other users or third parties or may be regarded as an abuse of the Alipay International Mini Program Development Platform.

4.5 If we, in our sole discretion, believe that you may have engaged in the above restricted activities, we may suspend or restrict your access to the Alipay International Mini Program Development Platform, or terminate this Agreement and refuse to provide access to the Alipay International Mini Program Development Platform to you.

## **5. NO PERSONAL INFORMATION**

Except for the purposes set out under this Agreement, you shall not disclose or make available to us through the Alipay International Mini Program Development Platform any personal information including those of your agents, representatives, employees, or customers etc. You shall ensure that all information disclosed and/or transferred to us has been properly anonymized or altered such that it no longer constitutes personally identifiable information or personal data under applicable laws nor subject to any obligations under applicable privacy or data protection laws. You understand and acknowledge that any data you provide to us in connection with this Agreement may be shared with our affiliates in order to perform the obligations under this Agreement and for the purpose of providing you with Alipay Services and/or other related services.

## **6. INTELLECTUAL PROPERTY**

The trademarks, logos, trade names and service marks, whether registered or unregistered (collectively the "Trademarks") displayed on this Alipay International Mini Program Development Platform are Trademarks of Alipay or its associated parties. Nothing contained on this Alipay International Mini Program Development Platform should be construed as granting by implication or otherwise, any license or right to use any of the Trademarks without the written permission of Alipay or such third party that may own the Trademark.

All content available on this Alipay International Mini Program Development Platform, including but not limited to text, graphics, photographs, sounds, music, videos, user manuals, information, applications, source codes, and the layout of this Alipay International Mini Program Development Platform ("the Content"), is protected by applicable intellectual property laws. The Content or the underlying intellectual property rights are owned by Alipay or its associated parties, or are used by Alipay under a license or with permission. You may not use, copy, publish, distribute, license, reverse engineer, edit or modify the Content, unless such rights are expressly granted to you by agreement.

Alipay reserves the right to take actions and seek the appropriate remedy against you for any unauthorized use of materials subject of intellectual property protection.

## **7. LIMITATION OF SERVICE**

Notwithstanding any limitations described elsewhere in this Agreement, we may establish general practices and limits concerning use of the Alipay International Mini Program Development Platform. We reserve the right to change, suspend or discontinue any aspect of the Alipay International Mini Program Development Platform at any time, including hours of operation or availability of the Alipay International Mini Program Development Platform or any Alipay International Mini Program Development Platform feature, without notice and without liability. We also reserve the right to impose limits on certain Alipay International Mini Program Development Platform features or restrict access to some or all of the Alipay International Mini Program Development Platform features without notice and without liability or to terminate or suspend your use of the Alipay International Mini Program Development Platform without notice and without liability.

## **8. INDEMNIFICATION**

You agree to indemnify Alipay and our affiliates and our employees, directors, officers, agents and representatives and to hold them harmless, from any and all losses, damages, actions, claims and liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, from your use of the Alipay International Mini Program Development Platform or from your breach of this Agreement. Alipay reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Alipay in asserting any available defenses.

## **9. SUSPENSION OR BREAKDOWN OF SYSTEMS**

If you are unable to use the Alipay International Mini Program Development Platform as a result of improper operation of the systems due to any of the following reasons, you agree you will not hold Alipay and our affiliates liable for:

- a) System suspension which has been announced by Alipay in advance; or
- b) Failure in data transmission and system operations due to Force Majeure Event. For the avoidance of doubt, "Force Majeure Event" means an event that is not foreseeable, the consequence of which cannot be prevented or avoided and beyond the reasonable control of Alipay other than due to its fault or negligence,

which includes, without limitation to, acts of god, fire, computer virus, defect in design of instrumental software, attack by hacker, change in laws or policies, major outages of a telecommunication carrier's network connections, interface incidents of partner banks and financial institutions, gateway incidents of mobile carriers, unexpected incidents resulting from changes in users' systems, unexpectedly large increases in traffic volume, and governmental authority intervention that results in the seizure or confiscation of platform or systems, in each case to the extent used in or necessary for the availability of Alipay International Mini Program Development Platform and only to the extent such event(s) are beyond the control of the affected Party and only for as long as such event(s) persist.

## **10. DISCLAIMER AND LIMITATION OF LIABILITY**

10.1 You agree that all risks arising from your use of the Alipay International Mini Program Development Platform will be borne by you.

10.2 Alipay makes no warranty regarding the Alipay International Mini Program Development Platform under this Agreement, including but not limited to: a) the Alipay International Mini Program Development Platform features will meet your requirements; b) the Alipay International Mini Program Development Platform availability will be uninterrupted, timely or error free; or c) any products, information or material obtained by you in connection with the Alipay International Mini Program Development Platform will meet your requirements.

10.3 Except as expressly provided in this agreement and to the full extent permitted by law, the Alipay International Mini Program Development Platform is provided "as is", "as available" and "with all faults". All such warranties, representations, conditions, undertakings and terms, whether express or implied, are hereby excluded.

10.4 To the full extent permitted by law, Alipay and our affiliates shall not be liable for any indirect, consequential, incidental, special or punitive damages, including without limitation damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of data or loss of other economic interests, whether in contract, negligence, tort or otherwise, arising from your use of or inability to use the Alipay International Mini Program Development Platform. Notwithstanding anything in this Agreement to the contrary, Alipay's cumulative liability, including for claims, expenses, damages or indemnity obligations under or in connection with its obligations under this Agreement and your use of Alipay International Mini Program Development Platform, will not exceed the lesser of (a) USD\$500,000 or (b) the total fees payable by you to Alipay for Alipay Services provided in connection with the Alipay International Mini Program Development Platform provided in the calendar months (up to six (6)

complete calendar months) preceding the date of the event giving rise to the claim upon which liability is based.

## **11. ANTI-MONEY LAUNDERING AND ANTI TERROR FINANCING POLICY**

11.1 You are required to keep your accounts and contact information current at all times. Any account found to contain incorrect and/or outdated information will be suspended.

11.2 It is the policy of Alipay to prohibit and actively pursue the prevention of money laundering and any activity that facilitates money laundering or the financing of terrorist or criminal activities. Alipay is committed to anti money laundering compliance in accordance with applicable law and requires its directors, officers and employees to adhere to these standards in preventing the use of its products and services for money laundering purposes.

## **12. CHANGE OF LAW**

If Alipay or its affiliates reasonably conclude that any change in any applicable law, including but not limited to any applicable government authority's ruling, notice, policy or guidance ("Change in Law") requires, or will require, Alipay or its affiliates to incur material incremental costs to comply with the change, or will prohibit Alipay or its affiliates from performing material obligations under this Agreement, then Alipay will modify any provision of this Agreement as may be necessary to enable Alipay or its affiliates to comply with the Change in Law, as applicable. Notwithstanding anything contrary in this Agreement, in the event that any Change in Law requires Alipay to terminate this Agreement immediately, Alipay has the right to terminate the Agreement immediately by written notice to you.

## **13. JURISDICTION AND CHOICE OF LAW**

This Agreement shall be governed by with the laws of the Singapore without regard to conflict of law principles. You irrevocably consent any dispute or claim arises from or in connection with this Agreement or your use of the Alipay International Mini Program Development Platform, the relevant parties shall resolve such dispute through amicable negotiations. If such dispute is still not resolved, such dispute between you and Alipay shall be finally resolved by arbitration with the Singapore International Arbitration Centre ("SIAC"). If any

dispute is submitted to the SIAC for arbitration, the arbitration shall be conducted in accordance with the rules of the SIAC in force at the time of applying for arbitration as amended by this clause. The arbitration panel shall consist of one single arbitrator. Unless the parties agree otherwise, the arbitration shall be conducted in English and in Singapore. The arbitration award rendered by the SIAC shall be final and binding on all the relevant parties.

## **14. GENERAL PROVISIONS**

14.1 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall be enforced.

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

14.3 No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.

14.4 Any failure by Alipay to exercise any of our rights under this Agreement shall not constitute a waiver of such right or a waiver with respect to subsequent or similar breach. A waiver shall be effective only if made in writing.

14.5 Alipay shall have the right to assign this Agreement (including all of our rights, titles, benefits, interests, and obligations and duties in this Agreement) to any of our affiliates and to any successor in interest. Alipay may delegate certain of its rights and responsibilities under this Agreement to independent contractors or other third parties. You may not assign or delegate, in whole or part, this Agreement to any person or entity.

14.6 If there is any conflict between the English version and another language version of this Agreement, the English version shall prevail.