

# Alipay Wallet User Terms and Conditions

(October 2020)

## 1. IMPORTANT INFORMATION

- 1.1 These Terms and Conditions govern your access and use of the "**Alipay Wallet**" and the "**Alipay Wallet Services**" for the purpose of making payments for any products, information, goods, services or material from Merchants. For the avoidance of doubt, these Terms and Conditions take precedence over any other arrangement between us (or any affiliate) and you when using the Alipay Wallet in order to make payments for any such products from Merchants who are selling such products via the Platform Operator Website.
- 1.2 The Alipay Wallet is an account which holds "electronic money" and provides an e-wallet function. The function can currently be accessed via the Platform Operator Website. Other than in Clause 1.1, when we refer to the "Platform Operator Website" in these Terms and Conditions, we are referring to this e-wallet function accessible via the Platform Operator Website. Generally, in these Terms and Conditions we use the term "funds" to refer to your electronic money.
- 1.3 The Alipay Wallet Services are services provided by us to facilitate payments in connection with online and offline transactions using the Alipay Wallet. In providing the Alipay Wallet Services, we may receive support from our affiliates in the context of outsourcing arrangements (such affiliates, together with us, the "**Alipay Group**").
- 1.4 The Alipay Wallet is operated by Alipay (Europe) Limited S.A. ("**Alipay**"). See the definition of "Alipay" in Schedule 1 of these Terms and Conditions for more information about Alipay. Alipay can be found on the CSSF register of supervised entities (<https://supervisedentities.apps.cssf.lu/index.html?language=en#Home>) under number W000000009.
- 1.5 You must be at least 18 years old to open and use an Alipay Wallet. We may require at any time that you provide evidence of your age.
- 1.6 **Please see Clause 15 of these Terms and Conditions for any fees charged by us in connection with your use of your Alipay Wallet or the Alipay Wallet Services, including in connection with withdrawals from your Alipay Wallet.**
- 1.7 Unless otherwise indicated or the context requires otherwise, references to "you" or "your" are intended to refer to a user of the Alipay Wallet, and references to "Alipay", "we", "us" or "our" in these Terms and Conditions shall refer to Alipay (or an affiliate of Alipay) as operator of the Alipay Wallet and Alipay Wallet Services. **By requesting or using the Alipay Wallet, you agree to be bound by these Terms and Conditions.**

## 2. ACCESS TO THE ALIPAY WALLET

- 2.1 You agree to:
  - 2.1.1 use your Alipay Wallet in accordance with these Terms and Conditions and only for lawful purposes and in a lawful manner and at all times conduct any activity relating to your Alipay Wallet in good faith; and

2.1.2 ensure that any information or data you provide to us in connection with your Alipay Wallet is accurate.

### 3. **REGISTRATION**

- 3.1 We require you to provide us with accurate and complete personal information, including your name, address, telephone number, date of birth, email address and any other information as may be deemed necessary by us ("**Registration Information**"). You agree to keep the Registration Information up-to-date at all times to ensure its completeness and accuracy.
- 3.2 In addition to the Registration Information, we may request such additional information or documentation as we consider justified for the proper functioning and provision of your Alipay Wallet and related services, including confirmation of your identity, age or your bank details or any relevant debit or credit card or other payment instrument in connection with your use of your Alipay Wallet. You agree that you will provide such information or documentation promptly to us upon request. If you do not provide such information or documentation promptly, we may impose restrictions on your use of your Alipay Wallet, or we may suspend or close your Alipay Wallet pursuant to Clause 17.
- 3.3 You authorise us to make any enquiries we consider necessary to validate and verify your identity (whether directly or through third parties) at any time for any reason whatsoever, including to process any refunds.
- 3.4 The verification and validation of your identity referred to in Clause 3.3 shall be carried out at all times in accordance with the Privacy Notice. For the avoidance of doubt, the authorisation requested under Clause 3.3 is intended for financial regulatory purposes only and does not constitute the legal basis for the processing or transfer of your personal data under the Privacy Notice.
- 3.5 You may only open one (1) Alipay Wallet in your name.

### 4. **ACCOUNT INFORMATION**

- 4.1 You agree to take all reasonable steps to keep your log-in details (including any username and password) to your Alipay Wallet secure. You are encouraged to change your password on a regular basis and, subject to Clause 13 below, we will not be liable for any disclosure or unauthorised use of your log-in details (including any username and password).
- 4.2 If you are aware that your log-in details (including any username and password) have been compromised (for example, if they have been stolen) or there has been unauthorised use of your Alipay Wallet, you must contact Alipay as soon as possible. Following such notification, we will take steps to prevent (and may block) any further transactions from, or any further use of, your Alipay Wallet until we are satisfied that your use can be restored.
- 4.3 We will provide you with certain information in respect of each Payment Transaction made from, or into, your Alipay Wallet free of charge on a continuous basis on the Platform Operator Website, including:

- 4.3.1 a reference enabling you to identify the Payment Transaction and, where appropriate, information relating to the payee or the payer (as applicable), including any information transferred with the Payment Transaction;
- 4.3.2 the amount of the Payment Transaction in the currency in which your Alipay Wallet is debited (or in the currency used for the Payment Request) or credited (as applicable);
- 4.3.3 the amount of any charges for the Payment Transaction and, where applicable, a breakdown of the amounts of such charges, or the interest payable by you;
- 4.3.4 where applicable, the exchange rate used in the Payment Transaction by us and the amount of the Payment Transaction after a currency conversion; and
- 4.3.5 the debit value date or the date of receipt of the Payment Request, or the credit value date (as applicable).

## 5. **ALIPAY WALLET BALANCE**

- 5.1 You may maintain funds in your Alipay Wallet, and such funds, less any monies owed to us by you, will be regarded as the balance of your Alipay Wallet ("**Alipay Wallet Balance**").
- 5.2 Funds can be added to your Alipay Wallet Balance by using any payment instrument or other means of payment as we accept from time to time (including debit cards, account transfers or any other payment method we accept from time to time) (collectively, "**Payment Instruments**"). When you transfer an amount to us using any such Payment Instrument, or someone else transfers it to your Alipay Wallet for you or on your behalf, we will credit your Alipay Wallet with an equivalent amount, less any monies owed to us by you. If the funds transferred to your Alipay Wallet do not consist in electronic money issued by Alipay, Alipay will issue electronic money for an amount equivalent to the funds transferred and credit such electronic money to your Alipay Wallet without undue delay.
- 5.3 For any transfer using a Payment Instrument to your Alipay Wallet Balance, we make no representation or warranty in respect of any such Payment Instrument, or that the issuer of your Payment Instruments will authorise or approve such transfer.
- 5.4 Unless otherwise expressly agreed, we shall not be liable for any third-party fees or charges associated with funding your Alipay Wallet. We reserve the right from time to time to decline funding of your Alipay Wallet using any Payment Instruments if we consider it appropriate.
- 5.5 We reserve the right to impose limits on your use of your Alipay Wallet from time to time, including in respect of (i) the maximum amount you may add to or hold in your Alipay Wallet at any time; (ii) the aggregate amount added to your Alipay Wallet over any time period; and (iii) the number of transactions you can make using your Alipay Wallet.

- 5.6 You may request a withdrawal of all or any portion of the balance of your Alipay Wallet at any moment. A withdrawal from your Alipay Wallet involves a redemption of electronic money.

Such request must be accompanied by (except to the extent already provided):

- 5.6.1 valid bank account details where the name and address details of that bank account's holder match the name and address details provided by you in connection with your Alipay Wallet; and
- 5.6.2 a copy of a valid form of government-issued identification documentation (e.g. a passport or ID card). We may accept or reject any such form of identification from time to time in our sole discretion.
- 5.7 Alipay does not grant interest or any other benefit related to the length of time during which you hold electronic money in the Alipay Wallet.

## **6. USING YOUR ALIPAY WALLET**

- 6.1 You may use your Alipay Wallet for the purpose of making payments for any products, information, goods, services or material from Merchants.
- 6.2 We may require that you submit additional identification documents prior to you making a purchase and if so, we will make this request to you through the Platform Operator Website or other communication channels.
- 6.3 Each time you use your Alipay Wallet to make a payment, you authorise us to reduce the Alipay Wallet Balance by the amount of the payment, plus associated fees and foreign exchange conversions (if applicable).
- 6.4 You may make payments using your Alipay Wallet only to the extent that you have a positive Alipay Wallet Balance which is sufficient to support those payments. You cannot make any purchase in excess of your remaining Alipay Wallet Balance, and you must not attempt to do so. We will not extend credit to you in connection with your use of your Alipay Wallet, and you must repay us immediately if your Alipay Wallet Balance is ever less than zero for any reason (for example, because you owe us fees, if applicable).
- 6.5 Payments using your Alipay Wallet may be processed through one or more accounts owned by us or one of our affiliates, or a registered third-party service provider acting on our behalf.
- 6.6 When releasing any funds, we shall have the right to deduct or withhold any charges or service fees (including any Service Fees) due and payable to us.
- 6.7 You agree that to the extent you are entitled to and have received refund from us into your Alipay Wallet Balance in connection with a Payment Transaction (including but not limited to circumstances described under Clauses 12.2, 13.1 and 14) and to the extent that you are subsequently refunded for all or part of the amount covered by such refund through any alternative source (including, without limitation, any card issuer), you authorize us to deduct the corresponding amount (representing the amount of refund you received through such alternative source) from your Alipay Wallet Balance.

6.8 You agree to give all notices, provide all necessary information, materials and approvals, and render all reasonable assistance and cooperation necessary for us to operate your Alipay Wallet and comply with the rules and requirements of the Alipay Payment Processing System. Your failure to do so may result in delays to our processing of any Payment Transactions and may cause us to exercise our rights under Clause 17.

6.9 You agree that where payments from your Alipay Wallet are initiated via an Authorised Open Banking Provider to whom you have given your consent, the provision of this Clause 6 will also apply to such payments..

## **7. REFUSING TRANSACTIONS**

7.1 We shall have the right to refuse or delay any transaction on your Alipay Wallet if:

7.1.1 the transaction contravenes these Terms and Conditions or you fail to fulfil any of your obligations towards Alipay;

7.1.2 there are objectively justified reasons relating to the security of your Alipay Wallet, or any suspicion of unauthorised or fraudulent use of your Alipay Wallet;

7.1.3 if we have reason to believe that the transaction may violate any laws, rules or regulations or may otherwise subject Alipay or any of our affiliates to liability or obligations (including, for the avoidance of doubt, where the transaction would result in our breach of the rules or requirements of the Alipay Payment Processing System);

7.1.4 your Payment Request contains some factual error or does not correspond to the agreed format or has not been transmitted via the agreed means of communication;

7.1.5 your Payment Request cannot be executed in full;

7.1.6 funds received to execute the Payment Transaction have not effectively been received by Alipay (for example, they are withheld or blocked by a third party);  
or

7.1.7 a third party asserts a claim on the funds relating to the Payment Transaction.

7.2 We will inform you before, or as soon as possible after (and no later than the end of the next Business Day following receipt of your Payment Request), we refuse any transaction (unless to do so would reduce your or our security or it would be unlawful to do so). We will also let you know why we have done so (unless to do so would, or may, reduce your or our security or it would, or may, be unlawful to do so).

7.3 We will not be responsible or liable for any losses you suffer as a result of us refusing or delaying a payment pursuant to this Clause 7.

7.4 We may in certain circumstances provide you with details regarding the procedure for rectifying any circumstances that led to this refusal (unless to do so would, or may, reduce your or our security or it would, or may, be unlawful to do so).

## 8. **USE OF PERSONAL DATA**

- 8.1 To provide the Alipay Wallet Services and perform its obligations under these Terms and Conditions, Alipay processes information about you which constitutes ‘personal data’.
- 8.2 Alipay is the ‘controller’ responsible for the processing of your personal data and will collect, process and transfer your personal data in accordance with the Alipay Wallet Privacy Notice ("**Privacy Notice**") available at <https://render.alipay.com/p/c/17qdsxvw4mm8/1599120623473.html?country=PL&language=en>. The Privacy Notice provides you with the legally required information regarding the processing of your personal data by Alipay in the context of the Alipay Wallet Services, Alipay’s obligations and your rights in that respect (which include a right of access, rectification and objection to direct marketing as well as, in certain circumstances, a right of erasure, restriction of processing, data portability and a right to object to other forms of processing as well as a right to withdraw your consent).

## 9. **CONSENT TO TRANSFER FOR PROFESSIONAL SECRECY PURPOSES**

- 9.1 In relation to professional secrecy obligations applicable to us arising under the Payment Services Law, you expressly authorise and instruct Alipay to transfer any data regarding yourself, including but not limited to your first name, surname, address, date and place of birth, contact details, any Payment Transactions or other information on your Alipay Wallet or the services provided by Alipay to you, to other members of the Alipay Group and third parties based in China, Luxembourg, Singapore, Spain or other countries in which members of the Alipay Group or the relevant third parties are established, in the context of outsourcing arrangements linked to various operational and technical functions of the services provided hereunder including in particular onboarding, customer service, technology, data analysis, for the detection and prevention of crime sanction monitoring and FX.
- 9.2 The transfers referred to in Clause 9.1 shall be carried out at all times in accordance with the Privacy Notice. For the avoidance of doubt, the consent requested under this Clause 9 is intended for financial regulatory purposes only and does not constitute the legal basis for the transfer of your personal data under the Privacy Notice.

## 10. **CONSENT TO EXECUTE TRANSACTIONS**

- 10.1 In order to make a Payment Transaction, you must submit a Payment Request by following the instructions on the Platform Operator Website, for example by selecting your Alipay Wallet as the chosen payment method at the time of purchase or by specifying a withdrawal amount and adding a linked bank account (to the extent you would like to withdraw funds from your Alipay Wallet to another account).
- 10.2 You agree that by submitting a Payment Request via the Platform Operator Website, you consent to the Payment Request and execution of the Payment Transaction.

## **11. OUTGOING PAYMENTS**

- 11.1 Unless otherwise agreed in writing (in these Terms and Conditions or otherwise), the time of receipt of a Payment Request will be the time the Payment Request is received by us (unless otherwise agreed in writing).
- 11.2 Once your Payment Request has been received by us, you may not revoke the Payment Request.
- 11.3 For each Payment Transaction, we shall provide you via the Platform Operator Website with information on the maximum execution time for the payment services and any charges payable by you.

## **12. NON-EXECUTION OR DEFECTIVE OR LATE EXECUTION OF PAYMENT TRANSACTIONS**

- 12.1 We are liable to you for the correct execution of the Payment Transaction relating to a Payment Request instructed by you or an Authorised Open Banking Provider, unless we can prove that your payee's payment service provider received the correct amount of the Payment Transaction in accordance with the information in your Payment Request.
- 12.2 If we have incorrectly executed a Payment Transaction and are liable, we shall refund you the amount of the Payment Transaction as soon as possible and, in any event, no later than the end of the first Business Day after we become aware of the incorrectly executed Payment Transaction. If you have had to pay any charges or interest as a result of our mistake, we will refund those too. To the extent you are refunded pursuant to this Clause 12.2, you shall not claim a refund for all or part of the amount covered by such refund through any alternative source (including, without limitation, any card issuer). Upon your request, we will (without charge) also make efforts to trace any non-executed or defectively executed Payment Transaction, and whilst we cannot guarantee that we will be able to trace any such Payment Transaction, we will notify you of the outcome in any case.
- 12.3 In the event of an incorrect execution of a Payment Request, we can also initiate corrective measures other than a refund to the extent possible, for example if the Payment Request contains all the information necessary for us to take corrective actions in relation to the relevant incorrect execution, particularly in cases where Alipay has transferred an amount that is different from the amount specified in the Payment Request. If the incorrect execution lies in the fact that the payment is received by the payment service provider of the payee only after the expiry of the execution period, no refund will be granted (provided that, in such circumstances, the delayed receipt of the payment does not impact the purchase to which the Payment Transaction relates).
- 12.4 If you become aware of an incorrectly executed Payment Transaction, you must notify us as soon as possible and in any event no later than thirteen (13) months after the debit date of such transaction. This is important otherwise you may lose your right to a refund.
- 12.5 If the person you want to pay does not receive the funds, we will not be responsible or liable if we processed the payment correctly but you provided us with the wrong details identifying the person you want to pay or its account, such as an account number or

mobile number (the so-called unique identifier). If you ask us to, we will make reasonable efforts to get your funds back, but we cannot guarantee that we will be able to. We will also provide you with all relevant information (including details of the payee who received the funds) readily available to us in case you wish to claim repayment of the funds independently of us (unless to do so would, or may, reduce your or our security or it would, or may, be unlawful to do so).

### **13. UNAUTHORISED PAYMENT TRANSACTIONS**

- 13.1 Subject to the remainder of this Clause 13, generally, if we have executed a Payment Transaction which was not authorised by you, we will refund you the amount of the unauthorised Payment Transaction and, if applicable, restore your Alipay Wallet to the state it would have been in had the unauthorised Payment Transaction not taken place (including, where applicable, deducting the relevant amount from your Alipay Wallet Balance to the extent the unauthorised Payment Transaction relates to a placing of funds into your Alipay Wallet). To the extent you are refunded pursuant to this Clause 13.1, you shall not claim a refund for all or part of the amount covered by such refund through any alternative source (including, without limitation, any card issuer).
- 13.2 If you become aware of an unauthorised Payment Transaction, you must notify us as soon as possible and in any event no later than thirteen months (13) after the date the funds were deducted from your Alipay Wallet. This is important otherwise you may lose your right to a refund.
- 13.3 We will not compensate you for any loss resulting from any claims for unauthorised use of your Alipay Wallet if you have acted fraudulently or with intent or gross negligence failed to keep your log-in details (including any username and password) secure, including cases where you have wilfully disclosed your Alipay Wallet log-in details (including any username and password) to a third party (unless you notified us pursuant to Clause 13.2 of this before the payment was taken from your Alipay Wallet). In such cases, you will be liable to us for all losses incurred by us in respect of an unauthorised Payment Transaction.
- 13.4 As an exception to Clause 13.3, unless you have acted fraudulently, we will refund you the amount of the unauthorised Payment Transaction and, if applicable, restore your Alipay Wallet to the state it would have been in had the unauthorised Payment Transaction not taken place if any of the following apply:
- 13.4.1 you could not have known that your security details or your Alipay Wallet were at risk of being misused;
  - 13.4.2 the payment happened because someone we are responsible for made a mistake;
  - 13.4.3 the payment was taken after you told us that someone knew your security details, or we did not give you a way to tell us about this;
  - 13.4.4 the law required us to make you follow certain prompts when you instructed us to make the payment and we did not do this; or
  - 13.4.5 you made a payment to pay for certain goods or services you bought online or through some other method that is not face-to-face (subject to certain exceptions,

such as contracts in relation to rented accommodation, which we can provide further information on when you notify us).

- 13.5 If we believe you have acted in a manner contemplated by Clause 13.3 we will provide supporting evidence to you (unless to do would, or may, reduce your or our security or it would, or may, be unlawful to do so).

#### 14. **PAYMENTS INITIATED BY THE PAYEE**

- 14.1 If you have agreed that a payee, or a payee's payment service provider, can take a payment from your Alipay Wallet, you can ask us for a refund if all of the following apply:

14.1.1 you agreed that a payment could be taken, but did not agree the actual amount of the payment;

14.1.2 the amount taken is more than you reasonably expected in all the circumstances (including your spending pattern);

14.1.3 the person you paid is in the EEA;

14.1.4 you did not authorise the payment directly with us;

14.1.5 we and the person you paid did not give you any information about the payment during the four (4) weeks before it was taken; and

14.1.6 you ask us for the refund within eight (8) weeks of the payment being taken from your Alipay Wallet.

- 14.2 We may ask you for more information to investigate the matter. We will provide a refund, or tell you why we could not provide one, within ten (10) Business Days from the date you give us the information we ask for.

- 14.3 To the extent you are refunded pursuant to this Clause 14, you shall not claim a refund for all or part of the amount covered by such refund through any alternative source (including, without limitation, any card issuer).

- 14.4 If you have requested a refund and we have refused to provide that refund, we will notify you and make you aware of the bodies to which you may refer the matter if you do not accept the reasons provided by us (unless to do so would, or may, reduce your or our security or it would, or may, be unlawful to do so).

#### 15. **FEES**

- 15.1 We may charge you certain fees from time to time relating to your Alipay Wallet and use of the Alipay Payment Processing System, including in respect of the set-up and maintenance of your Alipay Wallet (the "**Service Fees**").

- 15.2 We charge a Service Fee of PLN2 for each withdrawal from your Alipay Wallet. We do not currently charge any other Service Fees.

15.3 Subject to Clause 18 and your right to close your Alipay Wallet pursuant to Clause 17, we reserve the right to amend the Service Fees from time to time. Any such Service Fees (and amendments to the Service Fees) shall be notified to you prior to such Service Fees coming into effect. Service Fees already paid or whose payment has already been notified to you will not be amended.

15.4 If another payment service provider notifies us that they will request or apply a charge for a Payment Transaction in the context of your use of your Alipay Wallet, we will inform you before the initiation of any Payment Transaction.

## 16. **CURRENCY CONVERSIONS**

We do not currently carry out any foreign exchange conversions in relation to Payment Transactions to or from your Alipay Wallet. All such Payment Transactions shall be made in your local currency.

## 17. **CLOSURE, SUSPENSION AND NON-USE OF AND ACCESS TO YOUR ALIPAY WALLET**

17.1 You may request that we close your Alipay Wallet at any time by contacting our customer support team. The customer support team is available through the ‘help centre’ on the Platform Operator Website.

17.2 Subject to applicable law and for objectively justified reasons (such as the security of your Alipay Wallet or the related services or platform, or if we reasonably believe that you may have engaged in any Restricted Activities), we may do any (or any combination) of the following:

17.2.1 suspend or restrict your use of your Alipay Wallet;

17.2.2 close your Alipay Wallet; or

17.2.3 terminate the provision of the Alipay Wallet Services.

17.3 We may also deny access to any Authorised Open Banking Provider to your Alipay Wallet, for example if we reasonably suspect that such Authorised Open Banking Provider is engaging in fraudulent activity or if we are required to under applicable law.

17.4 If we intend to take any action specified in Clause 17.2 or Clause 17.3, we will inform you before doing so (with reasonable prior notice) or immediately after having taken such action (unless to do so would, or may, reduce your or our security or it would, or may, be unlawful to do so).

17.5 If we suspend or restrict your use (or that of any Authorised Open Banking Provider) of your Alipay Wallet or related services in accordance with Clause 17.2 or Clause 17.3 we will restore your access (or that of any Authorised Open Banking Provider) as soon as practicable after we are satisfied that the reasons stopping its use cease to exist.

17.6 We shall not be liable to you in relation to your inability (or that of any Authorised Open Banking Provider) to access your Alipay Wallet if suspended or closed in accordance with Clause 17.2 or Clause 17.3.

- 17.7 If you or we close your Alipay Wallet for any reason:
- 17.7.1 the closure of your Alipay Wallet will not cancel any Payment Transactions which have already been cleared, and the closure of your Alipay Wallet does not relieve you of any liability in respect of your Alipay Wallet; and
  - 17.7.2 your Alipay Wallet will be suspended until (i) any pending Payment Transactions have been cleared or cancelled; (ii) any residual funds in your Alipay Wallet have been transferred out of your Alipay Wallet (to a valid bank account where the name and address details of that bank account's holder match the name and address details provided by you in connection with your Alipay Wallet); (iii) any refunds in respect of your Alipay Wallet have been processed; and (iv) any necessary know-your-customer, money laundering, terrorism financing, fraud, sanctions or any other activity checks required by law have been completed, at which point your Alipay Wallet will be closed.
- 17.8 If we suspect that you have used your Alipay Wallet for illegal purposes, we may hold any outstanding Alipay Wallet Balance for such time as we determine in our absolute discretion or as required by law.
- 17.9 We have the right not to return to you any disputed funds or any funds which relate to a breach of these Terms and Conditions until such dispute has been resolved or if a court of a competent jurisdiction has decided on the matter.
- 17.10 We reserve the right to carry out any necessary money laundering, terrorism financing, fraud, sanctions or any other illegal activity checks before authorising any withdrawal or transfer of your funds or Alipay Wallet Balance, including returning any funds to you after you or we have requested to close your Alipay Wallet or before any refunds are processed. We may report any suspicious activity to the relevant authorities. Pursuant to Clause 9.1, you authorise us to provide your name and other relevant details to our affiliates participating in the Alipay Payment Processing System to carry out relevant sanctions checks.
18. **AMENDMENTS**
- 18.1 We may make changes to these Terms and Conditions and any Service Fees in the event of changes in legal or regulatory provisions or in case law, changes in market practice or market conditions, changes to the functionality of your Alipay Wallet, changes to the business requirements of Alipay or to ensure compliance with applicable law or regulation, by posting an updated version on the Platform Operator Website or communicating with you in this respect via other channels.
- 18.2 We will inform you of these changes via the Platform Operator Website or via other communication channels. These changes shall take immediate effect if the changes are in your favour (including, but not limited to, protecting the security of your Alipay Wallet and funds or providing a better service or new feature) or to comply with applicable law. For any other changes, we will give you at least two months' written notice so you can consider the proposed amendments. If you do not wish to accept these amendments, you can terminate the provision of the Alipay Wallet Services, in accordance with Clause 24.3, before the changes come into force. In such circumstances, closure of your Alipay Wallet will be without penalties or charges.

**19. REPRESENTATIONS AND WARRANTIES**

By accepting these Terms and Conditions, you represent and warrant to us that you are (i) not violating any applicable laws or regulations through your use of your Alipay Wallet and (ii) entering into Payment Transactions for your own account and not on behalf of any third party. You agree to defend, indemnify and hold us, our Indemnitees, affiliates and authorised representatives 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 Wallet or from your breach of these Terms and Conditions.

**20. HOW LONG DOES IT TAKE TO MAKE A PAYMENT?**

In normal circumstances, upon our receipt of a Payment Request, the following time periods apply:

- (i) to debit your Alipay Wallet: instantaneous; and
- (ii) for the payee to receive confirmation of the payment: 10 seconds.

**21. DISCLAIMER**

21.1 Except as expressly provided in these Terms and Conditions, you agree that all risks arising from your use of your Alipay Wallet will be borne by you.

21.2 Whilst we agree to comply with our obligations under these Terms and Conditions and except to the extent caused by our gross negligence or willful misconduct, we make no representation or warranty that:

21.2.1 your Alipay Wallet will meet your requirements;

21.2.2 services provided by us in relation to your Alipay Wallet will be uninterrupted, timely or error free; or

21.2.3 any products, information, goods, services or material purchased by you using your Alipay Wallet will meet your requirements.

21.3 Neither we nor Alipay Global Connect make any warranty, representation, undertaking or condition of any kind, express, implied or statutory, including any implied warranty or representation of title, accuracy, non-infringement, ability to license, merchantability, fitness for a particular purpose, or that the Alipay Payment Processing System, or the services provided by Alipay Global Connect in relation to such system, will be defect or error free or operate without interruption.

21.4 Except as expressly provided in these Terms and Conditions, your Alipay Wallet, the Alipay Payment Processing System and related services are provided on an "as is", "as available" and "with all faults" basis. Any and all such warranties, representations, conditions, undertakings and terms, whether express or implied, are hereby excluded.

21.5 To the maximum extent permitted by law, we and our affiliates shall not be liable for:

- 21.5.1 except to the extent caused, directly or indirectly, by our or our affiliates' gross negligence or willful misconduct, any indirect, consequential, incidental, special or punitive damages, including damages for loss of profits or revenues, business interruption, loss of business opportunities, loss of or damage to goodwill or reputation, 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 your Alipay Wallet and related services (including the Alipay Payment Processing System); and
- 21.5.2 any loss, damage, cost or expense caused, directly or indirectly, by any third party (subject to our and our affiliate's liability, if any, for our representatives), acts or omissions expressly authorised by you or, in the case of our affiliates, products (including any hardware or software) not provided by them.
- 21.6 Nothing in these Terms and Conditions shall exclude or limit liability for death or personal injury resulting from our negligence or fraud.
- 21.7 Some jurisdictions do not allow the exclusion of implied warranties or the limitation or exclusion of liability for incidental or consequential damages, so the foregoing exclusions or limitations may not apply to you. You may also have other rights that vary by jurisdiction.
- 21.8 Excluding Mandatory Rules (including in particular under the Payment Services Law or consumer protection law), our total aggregate liability to you (including for claims, expenses, damages or other indemnity obligations) under these Terms and Conditions will not exceed the greater of (i) USD1,000 and (ii) the value of the Payment Transaction in relation to which the liability arises.
- 22. COMMUNICATIONS AND NOTICES**
- 22.1 We will usually contact you through the Platform Operator Website, or your mobile number or email address. We may also contact you via other applications. This is how we will provide account information and inform you about any suspected or actual fraud or security threats.
- 22.2 These Terms and Conditions and other documents relevant to your Alipay Wallet are available on the Platform Operator Website.
- 22.3 You may contact us via the 'help centre' on the Platform Operator Website. Further details on how to contact us can be found in the 'help centre'.
- 23. COMPLAINTS HANDLING AND OUT-OF-COURT DISPUTE RESOLUTION**
- 23.1 If you experience any difficulties with, or have any questions in respect of, your Alipay Wallet, please contact us in accordance with Clause 22.
- 23.2 All complaints relating to these Terms and Conditions will be processed pursuant to our complaint resolution procedures, which we will make available to you in English and Polish (and which we may make available in other languages) on the Platform Operator Website and which may be summarised as follows:

Alipay takes all complaints seriously. Any complaints about Alipay or the services provided should be made to the ‘help centre’ on the Platform Operator Website. You should clearly indicate that you are wishing to make a complaint. This helps Alipay to distinguish a complaint from a mere query. Alipay’s complaints procedure sets out the process for submitting and resolving any complaints.

An acknowledgement of receipt of the complaint will be sent to you within 10 Business Days, unless a response to the complaint has already been sent to you in the meantime. A final response to your complaint, or a communication explaining why the final response has not been completed, will be sent to you within 15 Business Days of your complaint having been made. In the case of specific circumstances or particular difficulties, the handling of a complaint may exceed 15 Business Days; in this case, an interim reply, the reason for the delay and the date of the reply are communicated to you. In such circumstances, a final response to your complaint will be provided within one month. In case you do not receive a response or a satisfactory response, you have the option to have your complaint analysed by the management of Alipay.

If, after having followed the procedure and steps mentioned above, you are not fully satisfied with Alipay’s handling of your complaint, you can contact the Luxembourg Financial Sector Regulator (*Commission de Surveillance du Secteur Financier* (CSSF)) as set out below.

The Commission de Surveillance du Secteur Financier (CSSF) is competent to receive complaints from you and to act as an intermediary in order to seek an amicable settlement of these complaints. The opening of the complaints procedure with the CSSF is subject to the condition that the internal complaints handling procedure with Alipay has been completed by you and has not provided satisfaction to you.

You can contact the CSSF in respect of your complaint and apply for the opening of a complaints procedure:

Commission de Surveillance du Secteur Financier (CSSF)  
283, route d’Arlon  
L-1150 Luxembourg  
Tel.: +352 26 25 1 1  
Fax: +352 26 25 1 2601  
Email: [reclamation@cssf.lu](mailto:reclamation@cssf.lu)

You can find the forms and instructions regarding an application for the official complaints procedure on the CSSF's website (<http://www.cssf.lu/en/consumer/complaints/>).

Your right to directly contact the courts or other relevant regulatory authorities will remain unaffected.

- 23.3 You can also use the online dispute resolution platform made available via the following website:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>.

## **24. TERMINATION**

- 24.1 Subject to the below, these Terms and Conditions are concluded for an indefinite term and will continue to exist until such time as all obligations contemplated thereunder are satisfied.
- 24.2 We may terminate provision of the Alipay Wallet Services by giving you not less than two (2) months' prior notice.
- 24.3 You may terminate the provision of the Alipay Wallet Services at any time by giving Alipay notice in writing through the Platform Operator Website. You will not be charged any fees in connection with such a termination.
- 24.4 Your Alipay Wallet will be closed in accordance with Clause 17 if you or we terminate the Alipay Wallet Services pursuant to Clause 24.2 or Clause 24.3 (as applicable).

## **25. GENERAL TERMS**

### **25.1 Cumulative rights and remedies**

Unless otherwise provided under these Terms and Conditions, the provisions of these Terms and Conditions and both your and our rights and remedies under these Terms and Conditions are cumulative and are without prejudice and in addition to any rights or remedies you or we may have, and no exercise by you or us of any one right or remedy under these Terms and Conditions shall (save to the extent, if any, provided expressly in these Terms and Conditions) operate so as to hinder or prevent your or our exercise of any other such right or remedy.

### **25.2 No waiver**

If we or you breach a term of these Terms and Conditions and you or we do not enforce your or our rights, or you or we delay in enforcing them, it will not constitute a waiver of your or our rights, and such failure shall not prevent you or us from enforcing such rights (or any others) at a later date.

### **25.3 Severability**

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision will be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph will not affect the validity and enforceability of the rest of these Terms and Conditions.

### **25.4 Third Party Rights**

Nothing in these Terms and Conditions, express or implied, is intended to or shall confer upon any person other than the parties hereto, any right, benefit or remedy of any nature whatsoever under or by reason of these Terms and Conditions.

## **25.5 Evidence**

25.5.1 Electronic records and documents created by Alipay shall be considered as accepted evidence and shall be sufficient evidence of notifications and instructions by you and the fact that the transactions referred to in such electronic records and documents were carried out in accordance with your instructions. Electronic records or other records effected by Alipay on the basis of original documents shall have the same value in evidence as an original written document.

25.5.2 Notwithstanding the provisions of Article 1341 of the Luxembourg Civil Code, Alipay shall, whenever useful or necessary, be entitled to prove its allegations by any means legally admissible in commercial matters, such as witness statements, affidavits, electronic records and any other suitable documents.

## **25.6 Governing law and jurisdiction**

25.6.1 These Terms and Conditions shall be governed by the law of the Grand Duchy of Luxembourg.

25.6.2 Clause 25.6.1 does not prejudice your ability to rely on any Mandatory Rules (including consumer protection requirements) which apply under the laws of your country of residence.

25.6.3 In the event of any dispute or claim arising from or in connection with these Terms and Conditions or your use of your Alipay Wallet, such dispute and claim, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Arbitration Rules, which are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitral proceedings shall be English.

25.6.4 The foregoing is without prejudice to your right to issue a complaint with the Luxembourg Financial Sector Regulator (*Commission de Surveillance du Secteur Financier*) or your right to contact other relevant regulatory authorities, as set out in Clause 23.

## **25.7 Language**

You accept and agree to any notices, information or communications given in connection with these Terms and Conditions being in Polish (although we may make available other languages for such purpose). If you would like a copy of these Terms and Conditions or any further information about your Alipay Wallet at any time please contact us.

## **25.8 Entire agreement**

These Terms and Conditions shall constitute the entire agreement between us relating to your Alipay Wallet and supersedes and replaces in full all prior understandings, communications and agreements with respect to your Alipay Wallet.

## **25.9 Assignment**

Neither you nor us may transfer our rights or obligations under these Terms and Conditions without the other's prior written consent, except for transfers made by operation of law.

Notwithstanding this, we may transfer our rights and obligations under these Terms and Conditions to any affiliate or other third party to the extent that your rights and obligations under these Terms and Conditions are maintained.

#### **25.10 Force Majeure**

We shall not be liable for non-performance, error, interruption or delay in the performance of our obligations under these Terms and Conditions (or any part thereof) or for any inaccuracy, unreliability or unsuitability of your Alipay Wallet if this is due, in whole or in part, directly or indirectly to an event or failure which is beyond our reasonable control.

#### **25.11 Acknowledgement**

You acknowledge and agree that we are not a bank or remittance agent and the services we provide to you in connection with your Alipay Wallet should in no way be construed as the provision of banking services or remittance services, and that the Alipay Wallet shall not be deemed or construed as being a bank or deposit account pursuant to applicable law. We are not acting as a trustee, fiduciary or escrow agent with respect to your Alipay Wallet Balance.

## GLOSSARY

"**Alipay**" has the meaning given in Clause 1.4 and includes its successors and assigns. Alipay is a public limited liability company (*soci à éanonyme*) organised under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (R.C.S. Luxembourg) under number B188095 with registered address 9, rue du Laboratoire, L-1911 Luxembourg, Grand Duchy of Luxembourg and authorised by the Luxembourg Minister of Finance and supervised by the Luxembourg Financial Sector Regulator (*Commission de Surveillance du Secteur Financier*) as an authorised electronic money institution under Payment Services Law. Alipay can be found on the CSSF register of supervised entities (<https://supervisedentities.apps.cssf.lu/index.html?language=en#Home>) under number W000000009.

**"Alipay Group"** means Alipay and its affiliates that provide the Alipay Wallet Services.

**"Alipay Wallet Balance"** has the meaning given in Clause 5.1.

**"Alipay Wallet Services"** means all services we provide to you in connection with your Alipay Wallet.

**"Alipay Payment Processing System"** means the payment processing, clearing and settlement system which may be used in relation to Payment Transactions and which is operated by Alipay Global Connect.

**"Authorised Open Banking Provider"** means a third party who (a) you have explicitly consented to access information relating to your Alipay Wallet or to make payments from your Alipay Wallet on your behalf (or both, as applicable), (b) has concluded a separate agreement with you in relation to such services and (c) has been appropriately authorised by its regulator to provide such services.

**"Business Day"** means a day, other than a Saturday, Sunday or public holiday in Luxembourg, when banks in Luxembourg are normally open for business.

**"Clause"** means a numbered Clause of these Terms and Conditions.

"EEA" means the European Economic Area and the United Kingdom.

**"Indemnitees"** means our officers, employees, directors, agents, contractors and assigns.

**"Mandatory Rules** means any rights or obligations, under the Payment Services Law or any other applicable laws, that cannot be excluded, disapplied or limited through these Terms and Conditions.

**"Merchant"** means a supplier of any products, information, goods, services or material who is permitted to accept payments made from an Alipay Wallet.

**"Payment Instrument"** has the meaning given in Clause 5.2.

**"Payment Request"** means a request from you to us to execute a Payment Transaction via the Platform Operator Website.

**"Payment Services Law"** means the Luxembourg law of 10 November 2009 on payment services, as amended.

**"Payment Transaction"** means an act of placing, transferring or withdrawing funds, from or into (as applicable) your Alipay Wallet irrespective of any underlying obligations between payer and payee.

**"Platform Operator Website"** means the website or mobile application from which goods or services can be purchased from the AliExpress group of companies and from which you can also, among other things, access and make Payment Transactions from your Alipay Wallet.

**"Privacy Notice"** has the meaning given in Clause 8.2.

**"Registration Information"** has the meaning given in Clause 3.1.

**"Restricted Activities"** means any of the following, when conducted by you in connection with your use of your Alipay Wallet:

- (i) providing us with false, inaccurate or misleading information;
- (ii) using your Alipay Wallet for any illegal activities;
- (iii) using your Alipay Wallet 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 or a violation of any service (or the rules of that service) provided by a third party and used by you for the purposes of funding (or withdrawing from) your Alipay Wallet;  
or
- (iv) breaching these Terms and Conditions, the Privacy Notice or any applicable laws and regulations.

**"Service Fee"** has the meaning given in Clause 15.1.

References to legislation, including the Payment Services Law, are to such legislation as amended, updated and replaced from time to time. Use of the term "including" shall mean "including, but not limited to".