

# General Payment Service Terms and Conditions

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## 1. Important Information

- 1.1. You acknowledge that you and your use of PanPay Services are subject to the mandatory provisions of Applicable Law. You hereby acknowledge that you are acting in your professional and/or business capacity, and that you are not entering into the Agreement nor will use PanPay Services as a Consumer. You are solely responsible for understanding and complying with any and all laws, rules and regulations of your home country and Account Jurisdiction that may be applicable to you in connection with your use of PanPay Services, hereby Applicable Law.
- 1.2. General Payment Service Terms and Conditions (hereinafter referred to as “Payment Rules”) are prepared in accordance with the legislation of Account Jurisdiction defined in 2.1 and 3.1.
- 1.3. The Payment Rules shall establish the conditions and procedures for providing payment services and related services in PanPay.

## 2. Definitions

In the context of this Agreement, the following terms shall have the following meaning:

- 2.1. “**Account Jurisdiction**” means the jurisdiction where PanPay receives funds from the Platform or the Sender.
- 2.2. “**Agreement**” means the terms and conditions herein, in addition to relevant appendixes and any referenced documents or attachments, including the Privacy Policy.
- 2.3. “**Applicable Law**” means any law, regulation or generally accepted practices or guidelines in the Account Jurisdiction, or any other jurisdictions applicable to your use of PanPay Services, including, but not limited to, laws governing payment services including anti-money laundering or anti-terrorist financing requirements, consumer protection, data protection laws, anti-discrimination, counter gambling, false advertising, illegal sale or purchase or exchange of any goods or services, and those related to export/import activity, taxes or foreign currency transactions. This includes but is not limited to the Jurisdiction Specific Terms set out in [Appendix A](#).
- 2.4. “**Application form**” means form that is required to fill in and provide leading documents when applying for PanPay services, in PanPay website or written form on paper.
- 2.5. “**Approved Payee**” means a natural or legal person approved by PanPay, including, but not limited to, the EEA Tax Administration, third party service companies, etc. In order to avoid any reasonable doubts, the Payee is not regarded a Consumer.
- 2.6. “**Beneficiary Account**” means your local beneficiary bank account into which you wish to receive PanPay Balance through PanPay Services, as specified by you through your PanPay Account.
- 2.7. “**Business Day**” means any calendar day except for Saturdays, Sundays and public holidays in the Account Jurisdiction, on which the payment infrastructures of the Account Jurisdiction are open, and banks carry out their regular business activities.
- 2.8. “**Buyer**” means a person or entity that purchases your product or service from you or

from a Platform.

- 2.9. **“Consumer”** means a natural person, who uses payment services for personal needs outside of his/her business, commercial or professional needs or activities, or a consumer as defined by the Applicable Law in the Account Jurisdiction.
- 2.10. **“Customer”** means any individual or legal entity who enters into this Agreement and in whose name the PanPay Account is registered.
- 2.11. **Electronic money** – funds deposited/transferred to the Customer Payment Account and available in PanPay Balance in EEA jurisdiction (Electronic money can be named as funds).
- 2.12. **“Electronic signature”** are the third-party issued secure electronic and mobile e-signature tools, which PanPay considers as Identification tools, that are used instead of Customer's written signature for the identification of Customer and (or) User and to confirm the User's sent Instructions to PanPay via electronic channels.
- 2.13. **“European Economic Area”, or “EEA”,** means the region encompassing the following countries: Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, and the United Kingdom. EEA region is not static *per se* and might be subject to change (predominantly growth); therefore, in any given circumstances had the Customer any doubts, the latest information on exact list of countries for the specific time period in the future, the Customer has the obligation to check upon the official information published by the [Eurostat](#), which is the statistical office of the European Union, based in Luxembourg, and it publishes official, harmonized statistics on the European Union and the euro area, offering a comparable, reliable and objective portrayal of Europe's society and economy.
- 2.14. **“EEA Tax Administration”** means any administrative organization within the EEA responsible for collection of value added tax (“VAT”) for a relevant country within the EEA.
- 2.15. **“Fees”** are the charges payable by the Customer to PanPay for using PanPay Services, published on PanPay's website.
- 2.16. **“Group Companies”** refers to any of the entities specified in [Section 3](#), and any other affiliates or subsidiary companies and/or holding companies under PanPay brand which provides (solely or together with other relevant entities) all or any single part of PanPay Services described in this Agreement.
- 2.17. **“Identification tools”** mean the User's login name, registration password, Password generator or other authentication tools provided to the Customer for authentication of User Identity.
- 2.18. **“Instruction”** means Customer's imperative action issued to PanPay via electronic

channels regarding the disposal of funds in the Payment Account or an order related to other management actions within Payment Account and (or) services provided by PanPay.

- 2.19. **“Internet banking system”** means a platform for provision of payment services via PanPay’s on-line service system.
- 2.20. **“Inbound Payment”** means the funds received in the designated Payment Account from approved Platforms or Senders.
- 2.21. **“Jurisdiction Specific Terms”** mean the terms set out in [Appendix A](#) that are applicable to the Customer’s Account Jurisdiction.
- 2.22. **“Know Your Customer”**, alternatively known as **“Know Your Client”** or simply **“KYC”**, is the process of PanPay verifying the identity of its Customers and assessing their suitability, along with the potential risks of illegal intentions towards the business relationship, whereas **“KYC Questionnaire”** means a special form which each entity must fill with requested information in order to become a Customer of PanPay.
- 2.23. **“Merchant”**: see “Customer”.
- 2.24. **“Outbound Payment”** means a payment from the Payment Account to an Approved Payee upon an Outbound Payment Order.
- 2.25. **“Outbound Payment Order”** (or **“Payment Order”**) means any instruction by the Customer to PanPay requesting the transfer of funds to an Approved Payee.
- 2.26. **“PanPay”**, **“we”**, **“us”** or **“our”** means the applicable contracting entity as specified in [Section 3](#) hereof.
- 2.27. **“PanPay Account”** means an online account where a Customer registers for PanPay Services and makes ongoing use of PanPay Services.
- 2.28. **“PanPay Balance”** means the amount of funds available and shown in a Customer’s PanPay Account.
- 2.29. **“PanPay Service Credentials”** mean the Payment Account credentials (bank account number, routing number, IBAN, etc.) provided for the purpose of using PanPay Services.
- 2.30. **“PanPay Services”** means all payment-related services, and other services if a separate agreement is signed, provided by PanPay according to this Agreement.
- 2.31. **“PanPay website”** or **“Website”** means our website available at <https://www.panpay.com/>.
- 2.32. **“Parties”** mean PanPay and Customer together.
- 2.33. **“Password Generator”** - an electronic device or software application to generate a unique, one-time passwords that are used instead of Customer's written signature for the Customer identification and to confirm Users sent Instructions to the PanPay via electronic channels.

- 2.34. **“Payment Account”** means the account that holds Customer’s PanPay Balance.
- 2.35. **“Platform”** means (i) an e-commerce marketplace or other third party selling platform; (ii) approved by PanPay for use within PanPay Services; and (iii) where the Customer is a seller of goods or services pursuant to a written agreement between the Customer and the Platform.
- 2.36. **“Platform Transaction”** means the action, initiated by the Platform, of transferring funds to which the Customer is entitled pursuant to his/her/its agreement with the Platform to his/her/its Payment Account.
- 2.37. **“Sender”** means a legal or private entity which/who intends to send Inbound Payment to the Customer.
- 2.38. **“Service Providers”** include banks, payment service providers, clearing networks and other third-party payment processing services used by PanPay in the course of supplying PanPay Services.
- 2.39. **“Settlement Order”** means, following receipt of funds through a Platform Transaction, an instruction by a Customer notifying PanPay to execute a Settlement Transaction.
- 2.40. **“Settlement Transaction”** means, following the action of a Settlement Order, the payment or transfer of funds from the Payment Account to the Customer’s designated Beneficiary Account.
- 2.41. **“SMS code”** means a confirmation code sent by the SMS message to the Customer’s phone number specified in Application Form. The confirmation code is one of the means for the User’s identification and in order to confirm the Instructions sent via electronic channels/means to PanPay.
- 2.42. **“Transaction”** refers to either (i) a Platform Transaction or (ii) a Settlement Transaction underlying PanPay Services; or (iii) an Outbound Payment.
- 2.43. **“User”** means the Customer or the Customer’s representative (natural person) who has the right to control the Customer's account via electronic channels, the details of which are specified in the PanPay Account.
- 2.44. **“VAT”** means value added tax within the EEA.

### 3. Contracting Entity, Governing Law and Communication

3.1. In this Agreement expressions “PanPay,” “we,” and “our” refer to the contracting entity listed in the chart below that corresponds to the Account Jurisdiction associated with the Customer’s Payment Account. Refer to [Appendix A](#) for further jurisdiction-specific terms related to the entities below.

Account Jurisdiction	Contracting Entity	Address for Notices	Entity code	Type of license & supervisory body	Governing Law	Jurisdiction

Account Jurisdiction	Contracting Entity	Address for Notices	Entity code	Type of license & supervisory body	Governing Law	Jurisdiction
North America	<b>PanPay USA Inc.</b>	100 Pine Street, Suite 1250, San Francisco, CA 94111	31000130129771	Money Services Businesses, issued 07/25/2018, supervisory body - Financial Crimes Enforcement Network (FinCEN)	California, USA	California, USA
European Economic Area (EEA)	<b>PanPay Europe UAB</b>	Antano Tumėno g. 4-27, LT-01109, Vilnius, Lithuania E-mail: <a href="mailto:europa@panpay.com.cn">europa@panpay.com.cn</a>	304516316	Electronic Money Institution, License issued on 4 Dec 2017, supervisory body is the Bank of Lithuania, address: Žirmūnų g. 151, Vilnius, webpage: <a href="http://www.lb.lt">www.lb.lt</a> . Telephone no. +370 800 50 500	Lithuania, EU	Lithuania
Hong Kong	<b>PanPay Hong Kong Limited</b>	Suite 1109, Ocean Centre, Harbor City, Tsim Sha Tusi, Hong Kong	687697350001181	.Money Service Operator, issued 2018-03-28, supervisory body is Customs and Excise Department	Hong Kong	Hong Kong

- 3.2. PanPay communicates with Customers in the same language(s) in which specific Agreements between the Parties have been concluded. The languages currently made available for communication are English and Chinese (Mandarin and Cantonese). However, we reserve the right to communicate with you in English, which will be the mandatory and prevailing language for PanPay official communications, while all other languages are maintained available for convenience purposes only.
- 3.3. You may contact the Customer Support unit at any time by sending a message through the contact links on our website (<https://www.panpay.com/>), via e-mail at [contact@panpay.cn](mailto:contact@panpay.cn), by phone at 0086-21-6031-4480 (China) or 00370-6042-1022 (European Union). You may also contact any of our affiliate offices via the contact information listed in Section 3.1 above.
- 3.4. Customer agrees that PanPay may provide notices or other service-related information by posting it on the Website(s) (including information which is only accessed by the Customer by logging into his/her/its PanPay Account), e-mailing it to the e-mail address listed in the Customer's PanPay Account, mailing it to the street address listed in the Customer's PanPay Account, calling the Customer by

phone, or sending a “text” / SMS message. Customers must have internet access and e-mail accounts to receive communications and information related to PanPay Services. Apart from amendments to this Agreement, such notice shall be received and duly viewed as well as understood by the Customers within 24 hours from the time moment it is posted to PanPay website(s) or e-mailed to specific Customers. If the notice is sent by regular mail (post), PanPay considers it to have been duly received by the recipients three Business Days after it is sent. Customers may request a copy of any legally required disclosures (including this Agreement) from us and we will provide it in an acceptable and readable form which allows to properly store and reproduce the information (for example, via e-mail), and Customers may terminate their consent to receive required disclosures through electronic means of communication by contacting PanPay as described in Paragraph 3.3 above.

#### 4. Customer Onboarding

Identification and PanPay Account opening process is described below:

- 4.1. For the Customer to open PanPay account and to start using PanPay services, the Customer must register on PanPay website (<https://www.panpay.com/>), complete the online questionnaire and upload all requested documents, including, but not limited to, passports (or ID documents depending on the jurisdiction) of ultimate beneficial owners, corporate trade registers, corporate/organizational structure charts and similar, which then PanPay will review and judge upon in terms of their validity, sufficiency, logic, exhaustiveness, etc.
- 4.2. **Legal entities.** The Customer and/or its representative, including Customer’s representative (in cases of business Payment account opening), will be identified and verified using face-to-face or non-face-to-face application form. The Customer might be identified using either video or photo transmission solution to which such Customer will be redirected as Step 2 after the online questionnaire is fully completed (Step 1).
  - 4.2.1. The Customer – legal entity – is identified by its founding governing documents and official extracts from legal entity registers that include its name, legal entity identification code (legal person's code or other code assigned to that specific legal entity depending on its jurisdiction of incorporation) and other legal documents certifying the authorized persons and other essential (and up-to-date) data. In either way extracts from registers should be valid and not older than **1 month** from the date of submission as per current “*Know Your Customer*” principle and relevant requirements herein, as well as international standards to safeguard and implement full compliance.
  - 4.2.2. PanPay determines the identity of the Customer’s managerial bodies (persons) the same way and under the same conditions as denoted below in Section 4.3.
  - 4.2.3. For the Customer (legal entity) PanPay Payment account can be opened by the manager of the legal entity or another authorized representative of the Customer (legal entity), who has the authority specified in the legal acts. The Customer's representative confirms that he/she is duly elected

- or appointed, and the legal entity represented is properly established and operates lawfully. The managers and other due representatives must properly identify themselves in accordance with the procedures specified in the Internet banking system by submitting the documents and providing supplementary data and official files (corporate documents, powers of attorney, etc.).
- 4.3. **Natural persons.** PanPay shall establish the identity of a natural person based on official and valid personal identity documents obtained, which contain a photograph, signature (where applicable), name, surname, birth date and personal identification number (or code equivalent) of that natural person.
- 4.3.1. Natural person is identified based on the following personal identification documents: identity card, citizen's passport, or official residency permit in Account Jurisdiction (temporal or permanent) (student visas or equivalent do not count as a sufficient personal identification documents and can be submitted as an extra to prove that person's temporal residency is in another jurisdiction). PanPay is entitled to refuse to accept all other documents for personal identification than those mentioned hereinbefore.
- 4.3.2. PanPay shall refuse to accept a personal identification document if its data present is insufficient, missing, unofficial, invalid, unclear (due to wear or other reasons) or raise PanPay's suspicion or concern otherwise.
- 4.4. In order to proceed with Account opening, PanPay has the right to ask for additional documents, data, information, visual diagrams, invoices (preliminary as well as actual/current), and supplementary sources of information (websites, trademarks, maps, personal blogs (as much as they related to certain business activity), product lists, packages of services granted, photographs of business facilities and/or products sold, etc.).
- 4.5. By presenting documents and information the Customer always confirms that the data provided during the registration process (and later) is correct and up-to-date. During the ongoing relationship, in case of changes or the documents cease to be valid, the Customer must provide updated/renewed documents and information as soon as possible but not later than 5 business days of such change(s) taking effect. In the event of not providing PanPay with updated documentation within due time, PanPay keeps the right to restrict the usage of Customer services until it is implemented.
- 4.6. PanPay has the right to require the Customer to provide the document originals and/or the certified copies of them pre-approved by a notary public or another person authorized by the state in which the entity is registered, or the person is residing.
- 4.7. PanPay has the right to require the Customer to identify the beneficial owner(s) (i.e. all shareholders owning 25 % of shares or more) and submit a valid list of shareholders (as a computer-drawn or hand-written table/scheme/picture diagram), via e-mail or the Internet banking system. When submitting such list(s), the Customer must confirm that a valid list of shareholders is actual and accurate and that the shareholders control the shares on their own behalf and not on the behalf of the third parties (and if so, these circumstances must be indicated additionally, indicating the third parties who are managing the shares, how they are distributed, roles and responsibilities, etc.). If it is impossible to identify the beneficial owners,

- PanPay has the right to decline the application, refuse to provide services or revoke both actions if such details become known after the account has been already opened, and the revocation is still possible, apart from account closure procedure.
- 4.8. Customers can confirm (sign) documents (e.g. agreements, consents, etc.) via electronic means.
  - 4.9. PanPay has the right to and will demand the Customer periodically (at least once a year) to update the KYC questionnaire and to provide all supplementing, supporting documents, data and information, including copies of the documents certified by the notary public and preferably translated into English language (translation can be submitted within 1 month after the Account has been opened (only in cases of very large files or many pages of other documentation, e.g. 20 pages or more), that it would constitute a huge burden on the Customer and unnecessary wait before onboarding, and PanPay has no doubts regarding the validity of the documents provided in the original language beforehand.
  - 4.10. In order to obtain updated Customer's questionnaire and all other relevant documents, data and information as stated hereinbefore, PanPay will properly notify (via electronic means with traceable registries) and give the Customer a fixed time period to deliver the needed material (7 calendar days/5 consequent business days; more can be granted if the customer duly and sufficiently explains (from the beginning of certain communication) why the information cannot be provided within 5 business days, or in case of national/public holidays in the jurisdiction where the customer is registered or permanently residing).
  - 4.11. If the Customer fails to provide the requested material of the data provided is still insufficient, PanPay has the right to suspend provision of its services to the Customer.

## 5. PanPay Service Overview

- 5.1. PanPay provides its Customers with a collection facility that allows to:
  - (a) Receive payments from approved Platforms or senders to a designated Payment Account;
  - (b) Deposit, transfer, exchange and keep funds in the Payment Account for transfers/Payment orders between account in PanPay Internet banking system, local and international monetary Payment orders;
- 5.2. The Customer can have multiple Payment Accounts.
- 5.3. The Customer can hold funds at PanPay in different currencies, however, the funds in the different currency can be affected by the possible depreciation due to the changes in the exchange rates and the Customer undertakes responsibility for this. The currency exchange is based on the exchange rate of PanPay that is valid at the moment of the conversion and is constantly updated and shown on the Internet banking system.
- 5.4 PanPay provides its Customer with a Payment Account that allows the Customer to initiate Outbound Payments to an Approved Payee.
- 5.5. PanPay opens the Payment Account for the Customer in the PanPay for an indefinite period of time.
- 5.6 PanPay Services may be subject to certain limits and may not be available in certain jurisdictions or specially designated territories, depending on:
  - (a) the Customer location, Platform and/or senders;

- (b) applicable regulatory requirements in the Account Jurisdiction;
- (c) the Jurisdiction Specific Terms applicable to the Account Jurisdiction;
- (d) other similar factors determined by PanPay acting upon reasonable grounds.

5.7 In order to provide its Services, PanPay may rely on its Group Companies, financial institutions, third party banking counterparts, and/or payment providers, all of which are regulated institutions and comply with the local laws and international standards.

5.8 PanPay is not a bank or a credit institution and it does not pay interest to its Customers upon their Balance. Nevertheless, in case of a negative interest on respective currency in the market, PanPay keeps the right to charge negative interest in customer balance according to the specific market situation and conditions at hand. By accepting these Terms and Conditions you acknowledge that PanPay is authorized to retain any interest that arises with respect to the sum of any funds held in PanPay Account. You also acknowledge that the Payment Account does not qualify as a deposit account as defined by relevant laws and regulations, and thus funds held in your PanPay Account or in the process of Settlement are not insured. However, PanPay strictly adheres to applicable requirements that ensure the liquidity and protection of funds held on your behalf as per local Governing Laws in each Account Jurisdiction. References to governing laws can be found in Appendix A.

5.9 PanPay is an independent contractor that provides PanPay Services to its Customers. PanPay does not act as a fiduciary, trustee or escrow holder on your behalf. We do not serve the Platform. Subject to the specific terms applicable to your jurisdiction, PanPay acts solely as an agent for the payee in respect of the funds.

5.10 You shall not grant the Platform any rights to debit the Payment Account and you shall be liable to PanPay for any debits made on such account via Platform or any other third party without PanPay's prior approval.

5.11. If PanPay fails to repay the money to the Customer due to reasons beyond the control of PanPay, the Customer shall be notified thereof immediately. The Customer shall immediately indicate another account or provide additional information necessary to repay the money (make a payment).

## 6. Your PanPay Account

6.1. **PanPay Accounts.** The use of PanPay Services requires registering for a PanPay Account. Your rights to this Account are limited by this Agreement. A company or individual engaging in business activities approved by PanPay may apply for PanPay Services via our Website after registering for a PanPay Account. As part of the application process, you will need to accept this Agreement, Privacy Policy and other legal documents. You agree to provide us with complete, true and accurate information during the registration process and throughout the course of our business relationship. You will be able to see relevant information in your PanPay Account pursuant to the personal data access rights under relevant data protection laws.

6.2. **Eligibility.** To be eligible to open a PanPay Account, the Customer:

- (a) Must be 18 years of age or older. If you are under 18 years old, you cannot register to use our Services. Any person who registers as a user or provides their personal information to be eligible for PanPay Services represents and confirms that they are 18 years of age or older.
- (b) Must be a business or individual using PanPay Services for business-related and/or commercial activities only. PanPay Services are intended to enable payments for business-related and commercial activities and are not intended

for personal or person-to-person use. To have a PanPay Account, you must be in the course of your own business, trade or profession and while using our Services neither engage in domestic or household activities nor act as a Consumer. You hereby acknowledge and represent that at all times while using PanPay Services you are using our services for business purposes, and that you are not a consumer referred by the rule of law.

- (c) Warrant that you have the full legal capacity to enter into a contract. If you register for PanPay Services on behalf of a business or a commercial entity, you warrant that you are legally authorized under the business entity's formation documents and/or under the laws of your home country to agree to and follow this Agreement in full capacity.
- (d) Must only use PanPay Services to transact on your own behalf using your own PanPay Account and not on behalf of any other person or entity, except for certain circumstances in which we may require written confirmation from the authorized party granting authority to transact on their behalf and any other documentation we may require to assist us with our compliance policies. PanPay strictly prohibits impersonating or falsely claiming an affiliation with any person or entity, live or deceased, while using PanPay Services.

**6.3. PanPay's Role.** Except for our limited role in facilitating certain aspects of payments in accordance with this Agreement, we are not involved in any underlying transactions between you and the Buyer, Platform, suppliers, senders, or the Approved Payee. You authorize us to hold, receive and disburse funds in accordance with your payment instructions or Outbound Payment Orders. In this limited capacity, we do not act as a trustee. We are also neither the Buyer nor the Seller of your products or services and are not a party to the underlying contract. We may, however, use the services of one or more Group Companies and/or Service Providers to provide our Services and process Transactions.

**6.4. Verification.** Your use of PanPay Services is subject to our [Know Your Customer \("KYC"\)](#) and approval processes as it is described in Section 4. We have the right to request information, including, but not limited to, information on your identity, business, and the shareholders of the business before registering for a PanPay Account. You agree that PanPay may take means to check and verify information you provided, including using third-party intermediaries or databases, as necessary to validate your identity. Such means may include requests for additional information and documents prior to using or during the use of PanPay Services, including, but not limited to, documents allowing PanPay to verify the identity of you or your entity's shareholders, proof of address and/or ownership, and additional business-related information, data or documents. You agree to provide to PanPay any information required by us for the purpose of complying with compliance obligations, legal requirements and standards within seven (7) calendar days (5 consequent business days). Failure to provide such information may result in us denying your use of PanPay Services. We do not, and may in no situation be deemed to provide any tax or legal advice, approval or counsel with respect to Outbound Payments, their amount and timing, neither in respect to your relation with a Payee, nor an EEA Tax Administration, nor your tax, legal or business status and/or situation.

- 6.5. **Service Credentials.** For certain approved Platforms, you may request PanPay Service Credentials, which you will provide to Platforms from which you wish to receive payments through PanPay Services. Your PanPay Service Credentials are unique and must be provided in order to properly receive and transfer Funds on your behalf. It is the Customer's responsibility to keep this information protected. You must keep your Credentials secure and must not disclose them to any third party. If you authorize a third party to access or use your PanPay Account, you will be fully responsible for all activities conducted by such party as well as liable for any damages endured and may stand as a defendant in a pre-trial investigation according to applicable laws and regulations.
- 6.6. **Account History.** We will make summaries of your PanPay Account activity through the online Internet banking system.
- (a) Information regarding settlements of Inbound Payments, fees and foreign exchange rates are displayed as online transaction history in your PanPay Account. This constitutes a request for confirmation by PanPay to you. You shall proceed to check the transaction information and notify PanPay of any possible error or reclamation immediately. Failure to notify PanPay within three (3) months from the day when the transaction statement was made available shall constitute an acceptance by you of the transaction listed in your PanPay Account.
  - (b) Except as required by Applicable Law, you are solely responsible for (1) compiling and retaining permanent records of all transactions and other data associated with your PanPay Account and your use of PanPay Services, and (2) checking all payment activity to and from your PanPay Account to ensure no unauthorized behavior has occurred. Except as required by Applicable Law, upon the termination of this Agreement, PanPay, depending on the actual Account jurisdiction, might not have a direct obligation to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation or other information in connection with your PanPay Account or any transactions submitted by you through our Services.
- 6.7. **Processing and Rejections.** We will process a Transaction that we deem to be properly sourced and authorized. You acknowledge and accept that PanPay can, at any time, reject or limit payments at our sole discretion, or suspend access to PanPay Account, for reasons related to anti-money laundering, compliance or internal risk-related management decisions. You are informed that a Transaction carried out within the framework of this Agreement may be subject to the national financial intelligence unit's (FIU) right to a disclosure. You can, in accordance with the Applicable Law, access all the information disclosed, provided this right to access does not undermine the purpose of our fight against money laundering, terrorist financing, tax fraud, any other crime, misdemeanor or default. No prosecutorial, criminal, administrative or civil liability actions can be brought, or any sanction taken upon or against PanPay, its managers or employees who have reported their suspicions in good faith to the relevant authorities or state officials, or submitted the information requested by such officers.
- 6.8. **Restricted Use.** You agree that in connection with your use of PanPay Services, you will not:
- (a) breach this Agreement, Privacy Policies and any other agreements that apply to you, directly or indirectly;

- (b) violate any Applicable Laws and any laws or regulations of the country where you manufacture, purchase, store or sell your products or provide services;
- (c) engaged in illegal or unlawful businesses or activities;
- (d) infringe or misappropriate the intellectual property rights or rights of publicity or privacy of PanPay or any concerned third party;
- (e) sell counterfeit goods;
- (f) provide false, inaccurate or misleading information;
- (g) refuse to cooperate in an investigation or fail to provide confirmation of your identity or any required information; or
- (h) send or receive funds that PanPay reasonably believes to be potentially involved in money laundering, terrorist financing or other illegal activities.

In case PanPay has any ground to believe that the Customer has engaged in any of the above Restricted usage, in its sole discretion, PanPay may suspend or terminate the Account(s), or refuse to provide any other Services in the future.

- 6.9. **Court Orders or Regulatory Actions.** If PanPay is notified of a court order, regulatory action or equivalent legal or governmental process, that affects your PanPay Account, we may be required to temporarily or permanently withheld, freeze all or some portion of the money in your PanPay Account, or even release it to third parties. PanPay will decide, in its sole discretion, which action is required. Unless the court order, applicable law, regulatory requirement or other legal process requires otherwise, we will notify you of these actions in advance. PanPay does not have an obligation to challenge or appeal any court order or legal process involving you, your PanPay account or your other rights in terms of the Agreement.

## 7. Receiving Payments

- 7.1. Inbound Payments shall become valid from the moment they are received by PanPay. Receipt shall take place upon delivery of the order into PanPay's designated banking server, i.e. PanPay Internet banking system;
- 7.2. If the time point of an Inbound Payment reception is not on a banking business day in Account jurisdiction, the Inbound Payment shall be deemed to have been received on the following PanPay business day in Account jurisdiction;
- 7.3. Only Platforms or senders approved by PanPay may make payments to your PanPay Account for the purposes permitted under PanPay Services. Approval of Platforms or senders are at the sole discretion of PanPay. Inbound Payments that are not approved by PanPay may be rejected. Any costs and expenses associated with rejected payments shall be borne by you, as applicable. You represent that the acceptance of Funds through PanPay Services does not breach your Agreement with the Platform.
- 7.4. Funds can be received in U.S. Dollars, Canadian Dollars, Euros, British Pounds, Japanese Yen, Singapore Dollars and Australian Dollars. Additional currencies may be enabled from time to time. Payment Accounts denominated in these currencies are held with banks established either in the country of origin of the currency or in another country.
- 7.5. After receiving your PanPay Service Credentials, you may provide it to the Platforms from whom you wish to receive payments using PanPay Services. Please note that PanPay Services are not treated as a bank account and you are not permitted to carry out any activity that falls outside of the scope of PanPay Services. You agree to avoid any direct communication with any bank that is involved in provision of PanPay

- Services. Any direct contact with a bank or other payment provider regarding PanPay Services may result in immediate termination of the Agreement between the Parties.
- 7.6. PanPay Services will only accept or send funds via credit or wire transfer networks. PanPay Services do not support cash or checks for Inbound Payments and Outbound Payments.
- 7.7. The time it takes for Inbound Payments to reach your Payment Account is not in PanPay's control or prerogative. Payments are typically received within one (1) to three (3) Business Days but may take up to five (5) Business Days or in separate cases longer. If an Inbound Payment is not received within five (5) Business Days from the payment instruction in the relevant Platform, we will initiate an internal investigation on your behalf at your request. You shall directly resolve any issues or disputes associated with Platforms and their policies, whereas PanPay is under no obligation to resolve such issues or disputes for you.
- 7.8. PanPay shall use commercially reasonable efforts to inform you of Inbound Payments received to its Account by electronically updating your PanPay Balance, with the credit value date in your PanPay Account no later than the following Business Day.
- 7.9. If requested by Platform or Service Provider, or if PanPay deems it necessary at its sole discretion, PanPay shall provide a receipt in the name of the Customer, evidencing PanPay's receipt of Funds as instructed. The Customer authorizes PanPay to provide a copy of this Agreement as well as Inbound Payment and Settlement information to any Platform or Service Provider that requests information concerning the Merchant, Inbound Payments or Settlements.

## 8. Withdrawing Funds

- 8.1. PanPay Services are business-to-business services and shall not be used as peer-to-peer transmission functionality. Thus, you may receive funds if only your Beneficiary Account is approved by PanPay. PanPay may refuse to carry out any Settlement Order to any Beneficiary Account that is not yours, or to a bank account that you are not the named holder.
- 8.2. After the completion of a Platform Transaction and if your PanPay Balance is positive, you may submit a Settlement Order to instruct PanPay to transfer part or all PanPay Balance to your Beneficiary Account, net of fees. The Settlement Order must include the following information:
- the amount requested in the currency corresponding to the Funds PanPay received from the Platform;
  - valid and full Beneficiary Account details.
- 8.3. With respect to Beneficiary Account details:

**You must ensure that your Beneficiary Account information is correct and accurate, as well as the following information provided:**

***(a) If payment is in EUR within the EEA area:***

- Name of the payee
- Unique identifier of the payee in case the BIC is not known in credit transfers denominated in the EEA
- In case of currencies other than euro: full name and address of the payee's payment service provider should be indicated instead

- Currency
- Amount
- Name of the Beneficiary
- Customer's IBAN

**(b) If payment is in NON-EEA countries:**

- Name of the payee
- Unique identifier of the payee. If the BIC is not known in cross-border credit transfers denominated
- The full name and address of the payee's payment service provider should be indicated instead
- Country of destination
- Currency
- Amount
- Name of the Client
- Client's account number or IBAN

- 8.4. We cannot be held responsible for Funds being sent to the wrong bank account as a result of you providing incorrect Beneficiary Account information. If the payment is rejected due to inaccurate Beneficiary Account information you have provided, you are respectively responsible for relevant fees and PanPay may directly deduct such fees from your Balance. In case of any incorrect or misdirected payment, we will take reasonable measures to assist you with tracing and, if reasonably feasible, recovering such payments, but we shall not be liable for any payments that cannot be recovered.
- 8.5. You must ensure that your Beneficiary Account is in good standing and able to receive Funds. If your Beneficiary Account bank rejects Settlements from PanPay, Funds will be held with PanPay until a valid Beneficiary Account is provided.
- 8.6. PanPay has the right to reject any Beneficiary Accounts that do not comply with PanPay's compliance requirements and/or if payments to such Beneficiary Account would or could violate Applicable Law.
- 8.7. Once you submit a Settlement Order to PanPay to execute the Settlement Transaction and debit the Beneficiary Account with the amount of the transfer, and all applicable fees, the withdrawals to your Beneficiary Account is irrevocable and you will not be able to refund the Funds transferred into your Beneficiary Account.
- 8.8. After receiving a Settlement Order, PanPay will initiate a Settlement Transaction in the amount and currency you selected, less any applicable fees. Any fees charged by the bank of your Beneficiary Account are your sole responsibility and PanPay shall not be liable.
- 8.9. PanPay reserves the right to offset from any settlement to you any amounts owed to PanPay, including, but not limited to, all fees payable under this Agreement.
- 8.10. Settlement Orders received by PanPay will be processed within 1-3 Business Days at the currency exchange rate as detailed in Section **11.6** below.

## **9. Outbound Payments**

9.1. The payment details of an Outbound Payment Order are determined as follows:

9.1.1. If payment is in EUR within EEA:

- Name of the payee

- Unique identifier of the payee; if the BIC is not known in credit transfers denominated in EEA
- currencies other than euro, the full name and address of the payee's payment service provider should be indicated instead
- Currency
- Amount
- Name of the Beneficiary
- Client's IBAN

9.1.2. If payment is in NON-EEA countries:

- Name of the payee
- Unique identifier of the payee. If the BIC is not known in cross-border credit transfers denominated
- The full name and address of the payee's payment service provider should be indicated instead
- Country of destination
- Currency
- Amount
- Name of the Client
- Client's account number or IBAN

9.1.3. any other information required by PanPay to proceed with the Outbound Payment Order, which will include any information necessary for PanPay to comply with the Applicable Law.

9.2 PanPay may refuse to execute an Outbound Payment Order in case of technical issues or if the information provided by the Customer is incomplete or incorrect. An information as to this refusal shall be available to the Customer on PanPay website as long as the relevant Outbound Payment Order is impossible.

9.3 The time of receipt of an Outbound Payment Order, the time of execution and the value date are determined as follows:

(a) **Time of receipt.** The time of receipt of an Outbound Payment Order is the time when the Outbound Payment Order is received by PanPay. If the Outbound Payment Order is received by PanPay after the cut-off time (set by the PanPay's contracting entity) on a Business Day or in a day which is not a Business Day, the Outbound Payment Order shall be deemed to have been received the following Business Day for PanPay's contracting entity. Once the Outbound Payment Order is received by PanPay, it shall be irrevocable.

(b) **Time of execution.** After receipt of an Outbound Payment Order, PanPay shall ensure that the amount of the Outbound Payment is credited to the payee's bank or payment service provider's account by the end of the next Business Day at the latest.

(c) **Value date.** The debit value date for the Customer acting as payer shall be no earlier than the point in time at which the amount of the Outbound Payment Order is debited from the Payment Account.

(d) **The time limits.** The time limits prescribed above are maximum time limits and apply only subject to the Payment Account Balance being positive and showing enough funds for PanPay to proceed with the requested Outbound Payment Order.

## 10. Mistakes

10.1. The Customer who notices that the funds that do not belong to him have been transferred to his Payment Account must immediately notify PanPay to the effect. In such cases the Customer, as unauthorized beneficiary of transferred funds of the Inbound Payment, shall be deprived of the right to dispose of the transferred funds and must forthwith remit such funds to the Payment Account designated by PanPay.

10.2. PanPay shall have the right to debit the amounts incorrectly credited to the Payment Account through its own fault without a separate consent of the Customer, as unauthorized beneficiary of transferred funds of the Inbound Payment and remit such funds to their due beneficiary.

10.3. If funds available in the Payment Account are already insufficient for the debit of incorrectly credited funds, the Customer must repay the respective amount of funds to the account designated by PanPay within 3 (three) PanPay Business Days of the PanPay request.

## 11. Fees

11.1. All Fees that may be charged by PanPay are disclosed in the website [www.PanPay.com](http://www.PanPay.com), in the Customer's PanPay Account or otherwise agreed with a potential Customer. Acting reasonably, and following notice to its Customers, PanPay may adjust existing standard fees or introduce new ones 60 calendar days before they take effect. You agree to pay all Fees and your continued usage of PanPay Services indicates your continued acceptance of the Fees. When we adjust the Fees, we will publish the updated data in your Internet banking system and send you an e-mail notification. If you have any questions or are unclear as to any Fees, kindly contact PanPay Customer Support.

11.2. The Commission fees will be deducted from Payment account balance.

11.3. PanPay has the right to charge the fee from the Payment account of the Customer where the payment operation is performed or from other Payment account opened for the Customer at PanPay.

11.4. The fee is paid in the currency of account Jurisdiction.

11.5. The Customer is responsible to ensure an enough funds in the Customers Payment account to pay the fee. If there is an insufficient amount of funds in the required currency to pay the fee, your Transaction may be subject to currency conversions. If the Transaction involves a currency conversion, it will be completed at the foreign exchange rate at the applicable transaction time as determined by PanPay.

11.6. PanPay will apply exchange rates based on market rates quoted on the PanPay Internet banking system. The exchange rates can change in real time due to the market conditions. To avoid the fluctuation of foreign exchange rate, the foreign exchange rate of each Transaction will be determined when it is processed. Therefore, subject to the Applicable Laws, PanPay may not be able to provide you the foreign exchange rate prior to the Transaction.

11.7. If Customer does not have sufficient funds in any of his accounts to cover the fees, PanPay has a right to decline the payment.

11.8. If the Customer fails to pay the required fees to the PanPay, the Customer shall pay PanPay 0.05% from the amount per day until the overdue amount is paid.

## 12. Termination and Suspension

12.1. If Customer wish to terminate this Agreement or PanPay Account, he may simply discontinue using the PanPay Services. Nevertheless, the provisions of this Agreement

relating to ownership provisions, warranty disclaimers, indemnity and limitations of liability shall survive the termination.

12.2. If the Customer does not agree with the changes in fees, the Customer shall contact PanPay for further discussions. In this context, the Customer has the right to immediately and without no commission fee to terminate the Payment Rules until the day the amendments begin to apply expressing a disagreement with the changes. The disagreement shall be provided via Internet Banking. If the Customer does not agree with the changes, PanPay has the right to suspend the Customer's account.

12.3. PanPay may suspend or terminate your access to all or any part of the PanPay Services at any time, with or without cause. Where possible, we will provide at least one (1) month's prior notice by email, unless there are exceptional circumstances, or regulatory circumstances (including but not limited to court or governmental orders) causing PanPay to take immediate action, such as where (a) we discover you have provided false, misleading, incomplete or inaccurate information or have otherwise acted dishonestly; (b) you breach this Agreement or any other agreement you enter into with PanPay; (c) your PanPay Account has been compromised or for other security reasons; (d) you are possibly engaged in fraud, money laundering, terrorist financing or other illegal activities or we can reasonably suspect it; (e) you use PanPay Services illegally or fraudulently in violation of Applicable Law or we can reasonably suspect it; or (f) there are other grounds that PanPay considers appropriate. Together with a termination/suspension notice, we may also provide instructions on how to withdraw remaining funds, if it is not forbidden by Applicable Law.

12.4. When your PanPay Account is suspended or terminated, any further attempted use of PanPay Services will result in your funds being rejected and returned to the Platform, and may warrant notification to appropriate authorities. You are solely responsible for any fees incurred in connection with the rejected payments.

### **13. Inactive Accounts**

13.1. Your PanPay Account is deemed to be inactive if:

- (a) the Payment Account has no Transactions during a period of six (6) consecutive months; and
- (b) The Customer to whom the PanPay Account is registered, or its legal representative or authorized person, is not clearly, in any form whatsoever, participating in duly using PanPay Services.

13.2. Three (3) months prior to reaching the inactive status, we will send you an initial notification to your e-mail address on our records to request action, provide options for keeping your account active, and inform you of the consequences of not responding.

13.3. If you do not respond to our initial notice within three (3) months, and your PanPay Balance is 10 EUR (or equivalent) or less, we will automatically close your PanPay Account, after which you must re-apply in order to use PanPay Services.

13.4. If you do not respond to our initial notice within three (3) months, and your PanPay Balance is positive, and larger than 10 EUR (or equivalent), we will make reasonable efforts to contact you with a final notice, after which your funds will be considered "unclaimed". Unclaimed funds may be subject to charges that will be disclosed to you and will continue to be deducted until the balance is depleted, at which point your PanPay Account will be closed.

13.5. Please contact PanPay Customer Service if you have any questions about remaining funds in your PanPay Account if it has been closed pursuant to this section, or if you are the legal representative of an incapacitated or deceased Customer.

## 14. Customer Obligations and Warranties

14.1. You represent and warrant that you are not acting on behalf of, or for the benefit of, anyone else, unless in case of a natural person, opening the account for and under the direction of the company or legal person or entity, that employs such natural person.

14.2. You hereby undertake, until the term or termination of this Agreement, to communicate promptly to PanPay of any change in your business ownership, business activities, post mail address, email address, phone contact details or any modification with respect to your account with the Beneficiary Account.

14.3. In the event of a breach of the above provisions, you shall be liable to PanPay for the resulting damages and indemnify PanPay in the internal relationship from any claims of the third parties.

## 15. Global Complaint Policy

15.1. If you feel that we have not met your expectations in the delivery of our services or if you think we have made a mistake, you can file a complaint. General complaints can be made to PanPay's global customer service center by emailing at [contact@panpay.cn](mailto:contact@panpay.cn) or calling at 0086-6031-4480.

15.2. PanPay aims to settle all disputes with the Customer amicably, promptly and on terms acceptable to Parties and by the way on negotiation between Parties. If a dispute occurs, the other Party is encouraged to address PanPay directly.

15.3. The Customer may submit any claim and/ or complaint regarding services of PanPay by sending a full explanation of the claim and/ or complaint on the PanPay Internet banking system or via email.

15.4 In their claim (complaint), the Customer must specify:

15.4.1. the name, surname or company name;

15.4.2. the address of the Customer;

15.4.3. the date of filing the claim (complaint);

15.4.4. the essence of the claim (complaint), i.e. the person's rights or legitimate interests that have been violated;

15.4.5 the Customer's requirements to the Institution;

15.4.6. other available documents relating to the claim (complaint), if needed;

15.4.7. the applicant's contacts: phone number or email address;

15.4.8. If at least one of the required requisites is missing, the Institution has the right to request the Customer to complete the claim (complaint).

15.4.9. Customer requests/complaints regarding PanPay's actions whereby PanPay may have infringed the requirements of laws or agreements that regulate providing of services and/or the Customer's legitimate interests shall be considered by PanPay.

15.5. Complaints are processed and responses shall be provided in accordance with the following order:

15.5.1. PanPay shall examine the claim not later than within 30 (thirty) days as of its receipt at the Office, unless a different time limit is determined by the relevant additional documents, or information, or other mandatory acts related to services of the Institution (e.g. payment card rules of international organizations).

15.5.2. If a claim (complaint) cannot be examined within the periods referred to in clause 15.5.1. of the present Rules, the Customer shall be informed of the reason and asked to

provide additional information, if needed. It shall be specified to the Customer when a response to their claim (complaint) is to be provided.

15.6 After a claim (complaint) has been examined, the decision as to its reasonableness shall be put in writing, i.e. the Customer is provided with a written response.

15.7. When a Customer's claim (complaint) is not satisfied or is satisfied partially, the reasons for the refusal to satisfy the claim (complaint) of the Customer, as well other remedies, including but not limited to possible dispute resolution means and rights, shall be indicated in a response to the Customer.

15.8. A response to the Customer shall be provided via the same channel the claim (complaint) has been received, unless otherwise indicated by the Customer.

15.9. Customer claims (complaints), materials, documents related to examination of these claims (complaints) and a response provided to the Customer shall be stored not less than 3 years as of provision of the last response to the Customer.

15.10. Customer complaints shall be analyzed by the PanPay free of charge.

15.11. In case of failure to settle a dispute amicably or in other extrajudicial methods of dispute resolution, the dispute shall be settled by the courts according to the procedures established by the law of the Account jurisdiction.

15.12 If a Customer is not satisfied with the decision made by PanPay, the Customer shall have the right to use other legitimate remedies and to submit a complaint to Account jurisdiction supervisory body, listed in Section 3 or to turn to the court in accordance with the procedures established by the Account jurisdiction law.

## **16. Security Use of PanPay Services**

16.1. You shall adequately protect your PanPay Account against any loss, theft, misappropriation or unauthorized use of your PanPay Account by safeguarding all IDs, passwords, and Service Credentials, as well as your computer, mobile phone and other devices.

16.2. You must contact Customer Support (see Section 3.3) immediately if any of following should occur:

(a) You become aware of any loss, theft, misappropriation or unauthorized use of your PanPay Account or personal identification document;

(b) You become aware of any unauthorized or erroneous Settlement Order or Transaction no later than three (3) months after the debit/credit date.

16.3 PanPay will provide appropriate means at all times for you to make such notice and shall provide you with the means to prove that you made such notice for eighteen (18) months following this notice.

## **17. Obligations of the Customer related with Identification tools**

17.1. The Customer authorized to use an Identification tools must:

17.1.1. use the Identification tools in observance of conditions regulating the issuance and use of the Identification tools as specified in the Payment Rules;

17.1.2. having found out that the Identification tools has been stolen or lost in any other matter, suspecting or obtaining information about illegal acquisition of the Identification tools or unauthorized use thereof as well as about the facts or suspicions that personalized security features of the Identification tools have become known or might be used by third persons, promptly notify the PanPay;

17.1.3. Customer having received the Identification tools must promptly take all actions to safeguard personalized security features of the received Identification tools and maintain secrecy concerning personalized security features and safely store Identification tools.

17.2. The Customer entitled to use the Identification tools must adhere to the terms and conditions specified under Item 16.2. of the present Payment rules.

17.3. Having been issued the Identification tools, the Customer must adhere to the terms and conditions established under Item 17.1. of the present rules.

17.4. Blocking of Account and Identification tools PanPay shall have the right to block the Payment Account (i.e. fully or partially terminate the Transactions in the Account):

(a) due to objectively justified reasons related with the security of funds available in the Payment Account, suspected unauthorized or fraudulent or unfair use of the funds available in the Account;

(b) if PanPay provided with controversial information about persons empowered to represent the Customer;

(c) if PanPay finds out that the Identification tools has been stolen or lost in any other matter, suspect or obtains information about illegal acquisition of the Identification tools or unauthorized use thereof as well as about the facts or suspicions that personalized security features of the Identification tools have become known or might be used by third persons, or if PanPay has reasonable suspicions that funds available in the Payment Account and/or the Identification tools may be illegally used by third persons or that the Payment Account and/or the Identification tools might be or has been used for illegal activities;

(d) If due to further provision of services and activity of the Customer justified interests of third parties can be harmed fundamentally;

(e) if activities carried out by the Customer using Account can harm PanPay business reputation;

(f) in cases provided for by legal acts of the Account Jurisdiction, Payment rules.

17.5. In cases provided for in Item 17.1. of the Rules, PanPay shall notify the Customer in the manner specified in Payment rules or in any other manner acceptable to the PanPay (e.g., by phone, e-mail, Internet Banking System) about the blocking of the Payment Account and/or Identification tools and the reasons of such blocking, doing its best to notify the Customer before the blocking and no later than immediately after the blocking, except in cases when the provision of such information would impair the safeguards or is prohibited by virtue of legal acts.

17.6. The Payment Account and/or the Identification tools shall be blocked at the Customer's initiative if the Customer submits a respective request to PanPay in written. A written response should be submitted via PanPay Internet Bank system, email or by orally (by phone). PanPay shall have the right to require that the Customer's oral request to block the Payment Account is subsequently later confirmed in written or in any other manner acceptable to PanPay. If the Customer's request to block the Payment Account is given to PanPay orally, PanPay for the purpose of identification of the person submitting such request shall have the right to ask him questions about the Customer's details available to PanPay. If PanPay has reasonable doubts that the afore-mentioned request was submitted not by the Customer, PanPay shall be entitled to refuse to block the Payment Account and/or the Identification tools. In such cases PanPay shall not be held liable for losses which might arise from non-fulfilment of the aforementioned request.

17.7. If the Payment Account and / or Identification tools were blocked at the Customer's initiative, PanPay may unblock it only upon receipt of the Customer's request in writing,

unless otherwise agreed. PanPay shall have the right to replace the blocked Identification tools with a new one when reasons for blocking the Payment Account and / or the Identification tools cease to exist;

17.8. PanPay shall not be liable for the Customer's losses, sustained due to blocking the Payment Account and / or the Identification tools, and shall not pay the default interest, if such blocking was made pursuant to the procedure established by the Payment rules and at the conditions defined in the Payment Rules.

17.09. Payment transaction shall be deemed authorized only after the Customer has given his consent to execute it. The form and procedure for giving such consent defined in the Payment rules. The Customer may authorize the Settlement Order either before or after its execution, if the Customer and PanPay have so agreed. If the above-referred consent is not available, it shall be deemed that the payment transaction has not been authorized.

## **18. Notifications of the Customer of unauthorized or incorrectly executed Transactions**

18.1. The Customer must at least once a month check the information about Transactions executed in the Payment Account. The fact that the Customer did not request the sending of the Statement to him does not exempt the Customer from the discharge of this obligation.

18.2. The Customer must notify PanPay of unauthorized or incorrectly executed Transactions as well as about any other mistakes, inconsistencies or irregularities in the Statement. The notification must be submitted immediately (within 5 (five) business days of finding out about the circumstances mentioned in this paragraph) and in any case no later than within 60 (sixty) calendar days of the day on which PanPay, in the opinion of the Customer, executed an unauthorized Transaction or incorrectly executed a Transaction. If during the indicated period the Customer does not submit indicated notifications, it is considered that the Customer has unconditionally agreed to the Payment operations carried out on the Payment Account. The Customer shall submit to PanPay any information about illegal logins to the Payment Account or other illegal actions related to the Payment Account, and undertake all reasonable measures indicated by PanPay with the aim to initiate an investigation into the illegal actions.

18.3 If the Customer the Transaction is executed in the EEA Member State's currency to the other EEA Member State or in the currency of the other EEA Member State, the Customer must notify PanPay in written of unauthorized or incorrectly executed Transactions within the time limit established in Item 18.2. of the Payment Rules. The Customer's failure to notify the PanPay of unauthorized or incorrectly executed Payment transactions within the time limits established in Item 18.2. of the Payment Rules shall be deemed as his unconditional authorization of the Payment transactions executed in the Account.

18.4. The Customer bears all the losses that have arisen due to unauthorized Transactions if these losses have been incurred due to:

- a. usage of a lost or stolen Identification tools;
- b. illegal acquisition of an Identification tools if the Customer has not protected personalized security features.

18.5. The Customer bears all losses incurred due to unauthorized Transactions if the Customer has incurred them acting dishonestly, due to Customer's gross negligence or by intentionally not fulfilling one or several of the below indicated duties of the Customer:

- a. when using the Identification tools, to comply with the rules regulating issuance and usage of the Identification tools provided in the present Payment rules or its supplements;
- b. if the Customer finds out about loss, theft, illegal acquisition or unauthorized usage of the Identification tools, and about facts and suspicions that personalized security features of Customer's Identification tools have become known to or can be used by third persons, the Customer shall notify PanPay or the subject indicated by PanPay immediately, with compliance with the rules regulating issuance and usage of the Identification tools provided in the present Payment rules and its supplements;
- c. after receiving the Identification tools, to undertake measures to protect personalized security features of the Identification tools.

## 19. Limitation of Liability

19.1. In no event will PanPay or its Service Providers be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute services; (iii) for interruption of use or loss or corruption of data; or (iv) for any amounts that exceed the fees paid by you to PanPay under this Agreement during the twelve (12) month period prior to the cause of action. PanPay shall have no liability for any failure or delay due to matters beyond its reasonable control.

19.2 In respect of any Inbound Payment, you hereby release the Platform from liability for such payment as of when the Funds related thereto are received by PanPay and not as of that later time when the Funds are settled to you by PanPay.

19.3 Outbound Payment Orders can only be executed if they comply with regulatory standards. PanPay will not be held liable for any damages which could result from the non-execution or defective execution of an Outbound Payment Order where such non-execution or defective execution is due to the fact that the Customer provided information, which was inaccurate, incomplete or incorrect. In the case of paying VAT in EEA, Outbound Payment Orders are executed according to the relevant Approved Payee's international bank account number (IBAN) provided that such bank account is held with a bank in the EEA (the "Unique Identifier"). In the case of a discrepancy between the Unique Identifier provided by the Customer and any other information, PanPay may, without incurring any liability, rely solely on the Unique Identifier. In such case, the funds under the relevant Outbound Payment Order transmitted by the Customer will be deemed to have been transferred to the intended beneficiary. If the Unique Identifier provided by the Customer is incorrect, PanPay will not be held liable for any damages which could result from the non-execution or defective execution of the Outbound Payment Order so long as PanPay has executed such Outbound Payment Order in accordance with the indicated Unique Identifier. The Customer will assume sole responsibility thereto.

19.4 You acknowledge that PanPay provides the Services using facilities provided by banks, payment service providers, clearing networks and other third-party payment processing services. No commercial agreement exists between the Service Providers and yourself and each of the Service Providers will accordingly have no direct liability to you.

19.5 We shall not be liable for any underlying sales transactions occurring on the Platform between either you or a Buyer. It is your responsibility to ensure that you only make payments to or receive payments from persons or entities related to commercial transactions in compliance with your applicable legal obligations. PanPay has no influence on the

underlying process of buying or selling goods, and no legal relationship with the Platform or Buyers, and will not be made liable to or in respect of any Buyer or Platform or for the underlying products and/or services being sold or bought, nor for the correct completion of any sale or purchase of goods or services. You assume exclusive responsibility for your product and your obligations to Buyers and Platforms and shall indemnify and hold PanPay harmless from any claim by any of them against PanPay. The sale of counterfeit goods or goods breaching intellectual property rights can also lead to legal action by rights holders and a potential loss of Funds. If you are in doubt as to the legality of a transaction you should not continue with your payment and seek advice.

19.6 You are solely responsible for reporting to all applicable governmental tax authorities all Funds underlying your use of PanPay Services and for the payment of any applicable taxes that apply to such payments as well as any other applicable reporting requirements including, but not limited to, any customs or foreign currency controls.

19.7 Neither party shall be held liable or considered to have failed under these rules in case of late or non-performance when their cause is related to a *force majeure* situation as defined by the governing law defined in Section 3.

19.8 All of Section 16 of this Agreement shall survive termination hereof.

## 20. Force majeure

20.1. PanPay and the Customer shall not be held liable for the default on, or inadequate discharge of, or for any failure to comply with the Agreement, the obligations if such default or inadequate discharge was caused by *force majeure* (e.g. "superior force", also known as *casus fortuitus* (Latin) as "chance occurrence, unavoidable accident", means that essentially the parties concerned are freed from liability or obligation when an extraordinary event or circumstance beyond the control of the parties happens and the actions/obligations/rights are lost to acts of natural disasters, such like wars, warlike conditions, blockades, embargoes, strikes, riots, governmental restrictions, labor disturbances, wrecks, epidemics, quarantine, fire, flood, earthquakes, explosions, any unforeseen change in circumstances, or any other causes beyond its reasonable control that prevents one or more parties from fulfilling their obligations under the contract. **Nevertheless, most *force majeure* clauses do not excuse a party's non-performance entirely, so both PanPay, its partners and Customers inter alia will inevitably have to implement their obligations as *force majeure* only suspends it for the duration of the *force majeure per se*.**

20.2. The Customer shall notify PanPay about the *force majeure* on the PanPay Internet Banking system, via email or in writing within 10 (ten) calendar days after the day of occurrence of such circumstances.

20.3. PanPay shall notify the Customer about *force majeure* circumstances on the PanPay Internet banking platform or via email as soon as it possible but not later than 10 (ten) calendar days after the day of occurrence of such circumstances.

## 21. Miscellaneous

21.1 **Availability of Agreement.** The terms of this Agreement have been made available to you prior to its commencement and remains available thereafter on our Website. At any time during the contractual relationship, you have a right to receive, on request, the terms of this Agreement on a durable medium in the languages specified in Section 3.2.

21.2 **Changes to Agreement.** We are constantly updating our Services, and sometimes we might have to change the terms of this Agreement. PanPay, at its sole discretion, may amend,

revise or update this Agreement. Subject to Appendix A, the changes will come into effect immediately. If we make any material changes, we shall notify you via e-mail or other means. PanPay shall inform you of any material changes of conditions to the agreement, the payment service rules or the fees and charges no later than sixty (60) business days before the day on which the amendments will take effect. PanPay might not notify you following the said sixty (60) business days if PanPay is amending rules which improve Customer's position (i.e. decreased fees). In such a case, we shall notify the Customer and the amendment comes into the effect from the date included in the notification. If you disagree with our changes, you should stop using the PanPay Services immediately. Your continued use of our PanPay Services will be subject to the new terms. However, any transaction or dispute that arose before the changes shall be governed by the Agreement that was in place when the dispute arose.

**21.3 Service Providers.** PanPay has the right to involve third parties in providing its Services. PanPay may require that certain processing steps are carried out directly through such third parties, completely or partially, as described in the Privacy Policy.

**21.4 Prevention of Money Laundering and Terrorist Financing.** PanPay is subject to Applicable Law regarding the fight against money laundering and terrorist financing. As a result, PanPay reserves the right to obtain information from you, including, but not limited to, information about your identity, business transactions, business relationships, and/or financial information. In addition, PanPay must take all steps necessary to identify you and, where appropriate, the beneficial owner of the Account and/or any Inbound Payments linked to the PanPay Account. You acknowledge that PanPay may terminate or postpone, at any time, the use of login details, access to an Account or execution of a transaction in the absence of any sufficient information about its purpose or nature.

**21.5 Severability.** Should one or several provisions of these general terms and conditions be or become invalid or prove to be unenforceable, this shall not affect the validity of other provisions. In this case, the contracting parties shall replace the invalid or unenforceable provision by another provision that comes closest to the economically intended purpose. The same applies in the case of the regulatory gap.

**21.6 Indemnification.** You agree to indemnify, defend, and hold harmless PanPay, its parent, affiliates, and their respective directors, officers, employees, and agents from and against any and all claims and expenses, including attorney fees, arising out of your use of our Services, including, but not limited to, your violation of this Agreement. You agree to indemnify PanPay for any government-imposed fees or taxes that are imposed on or are charged to PanPay in connection with your business activities, or in connection with PanPay Services provided to you. You authorize us to recover any such government fee or tax from the balance in your PanPay Account.

**21.7 Disclaimer of Warranties.** PanPay Services are provided "as is". PanPay and its Service Providers hereby disclaim all warranties of any kind, express or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither PanPay nor its Service Providers make any warranty that our Services will always be error free or that access thereto will be continuous or uninterrupted. You understand that you download from or otherwise obtain content or services through PanPay Services at your own discretion and risk.

**21.8 Confidentiality and Personal Data Protection.** PanPay process confidential and personal data of the Customer in accordance to the rules specified in the Privacy policy, which is published in PanPay website

[https://static.panpay.com/static/image/cn/PANPAY\\_PRIVACY\\_POLICY.pdf](https://static.panpay.com/static/image/cn/PANPAY_PRIVACY_POLICY.pdf).

## **22. Final Provisions**

22.1. The Payment rules is between the Customer and PanPay, therefore, no other person shall have any rights to enforce any of its terms. Neither PanPay, nor the Customer will need to get the agreement any other person in order to end or make any changes to these Payment Rules.

22.2. These Payment Rules and the concluded agreement on payment services shall be governed by and interpreted in accordance with the laws of the Account Jurisdiction. Agreements and Payment rules shall be made in English language.

22.3. In case any part of these Payment rules is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable then such part shall be severed from the remainder of the Payment rules, which shall continue to be valid and enforceable to the fullest extent permitted by the law.

22.4. The Payment rules and/or Agreement between the Customer and PanPay is governed by each Account jurisdiction. Any dispute between the Customer and PanPay in connection with the Customer's PanPay the Payment rules may be brought in the courts of Account Jurisdiction.

22.5. Titles of sections and articles of the Payment rules are intended solely for convenience of the Parties and cannot be used for interpretation of the provision of the present the Payment rules.

22.6. The parties are independently liable to the state and other subjects for fulfilment of all tax obligations. PanPay shall not be liable for execution of tax obligations of the Customer, calculation or transferring of taxes applied to the Customer.

22.7. PanPay in all cases acts as an independent Party of the Payment rules that shall not control or undertake for products and services, which are paid for using PanPay services. PanPay does not undertake liability that the buyer, seller or another party will fulfil the terms of bargain clinched with the Customer.

22.8. The Customer does not have the right to assign Customer's rights and obligations arising out of Payment rules and/or Agreement to third parties without a prior written consent from PanPay. PanPay reserves the right to assign its rights and obligations arising out of Payment rules and/or Agreement to third parties at any time without a consent from the Customer if such transfer of rights and obligations does not contradict the legislations.

22.9. If any provision of these Payment Rules becomes invalid, the other provisions of Payment rules remains in force.

## APPENDIX A: JURISDICTION-SPECIFIC TERMS

The following terms apply to certain Account Jurisdictions and shall be deemed to be included in and form a part of PanPay Terms and Conditions. To the extent any conflict exists between these country-specific terms and PanPay Terms and Conditions, the provisions of these country-specific terms will prevail to applicable Customers. By using services in connection with the Account Jurisdictions below, you agree to be bound by the terms and conditions set out below, as well as PanPay Terms and Conditions.

### Applicable to Account Jurisdictions in the European Economic Area

1. PanPay Europe is authorized by the Bank of Lithuania (part of European Central Bank) under the unrestricted Electronic Money Regulations since 2017.
2. Funds deposited/transferred to the Customer Payment Account and available in PanPay Balance in EEA jurisdiction is safeguarded as Electronic money.
3. Privacy notice:

PanPay Europe informs that the processing of PanPay services is related to personal data processing by PanPay Europe and the processors involved in providing the requested service. When signing this agreement (entering into relations) the Customer acknowledges that Customer is informed about the general terms and conditions of personal data processing provided in PanPay Privacy Policy which can be found at [https://static.panpay.com/static/image/cn/PANPAY\\_PRIVACY\\_POLICY.pdf](https://static.panpay.com/static/image/cn/PANPAY_PRIVACY_POLICY.pdf), the purposes and legal basis of the processing as well as any processors, recipients of personal data and the exercise of data subject rights as well as relevant terms and definitions.

The controller of personal data processed under this document is PanPay Europe, Company code 304516316, address Antano Tumėno st. 4, Vilnius, Lithuania, tel.: +370 604 21022, E-mail: [europe@panpay.com.cn](mailto:europe@panpay.com.cn).

Data subject will get additional information about the processing of personal data under this agreement from PanPay's Data Protection Officer or equivalent requesting for information via [dataprotection@panpay.cn](mailto:dataprotection@panpay.cn).

4. Applicable laws refer to:
- a. Republic of Lithuania Law on Financial Institutions;
  - b. Republic of Lithuania Law on Companies;
  - c. Republic of Lithuania Law on Electronic Money Institutions;
  - d. Law of the Republic of Lithuania on Payments;
  - e. Law of the Republic of Lithuania on the Prevention of Money Laundering and Terrorist Financing;
  - f. Resolution No 58 of the Board of the Bank of Lithuania of 6 May 2004 on the approval of the General Regulations on the Submission and Examination of the Applications for Authorisations of the Financial Market Participants Supervised by the Bank of Lithuania and on the Granting of the Authorisations;
  - g. Resolution No 03-100 of the Board of the Bank of Lithuania “On the Amendment of 24 December 2009 Resolution No 238 of the Board of the Bank of Lithuania “On Granting Authorizations of the Bank of Lithuania to Electronic Money and Payment Institutions”;
  - h. Resolution No 246 of the Board of the Bank of Lithuania of 30 December 2009 on the Regulations on Keeping the Public Register of Payment Institutions
  - i. Resolution No 03-138 of the Board of the Bank of Lithuania of 12 September 2017 on the Approval of the Rules for the Submission of the Notification of the Acquisition and Disposal of a Qualifying Holding of the Capital and/or of the Voting Rights in Financial Market Participants Under Supervision of the Bank of Lithuania ;
  - j. Resolution No 03-43 of the Board of the Bank of Lithuania of 28 March 2014 on the Inspection Regulations for the Financial Market Participants Supervised by the Bank of Lithuania
  - k. Resolution No 03-181 of the Board of the Bank of Lithuania of 14 November 2013 on approval of the Guidelines on the Assessment of Members of the Management Body and Key Function Holders of the Financial Market Participants Supervised by the Bank of Lithuania;
  - l. Resolution No 247 of the Board of the Bank of Lithuania of 30 December 2009 on Requirements for electronic money and payment institutions concerning internal control, risk management and protection of received funds;
  - m. Resolution No 03-83 of the Board of the Bank of Lithuania of 24 May 2018 on the approval of the regulations for the calculation of initial capital and own funds of electronic money institutions and payment institutions and the forms of the report on the calculation of initial capital and own funds of electronic money institutions (payment institutions).

#### **Applicable to Account Jurisdiction in Hong Kong**

1. Applicable Law refers to:
- a. Anti-Money Laundering and Counter-Terrorist Financing (Financial Institutions) Ordinance (Cap. 615)
  - b. Drug Trafficking (Recovery of Proceeds) Ordinance (Cap. 405)

- c. Organized and Serious Crime Ordinance (Cap. 455)
  - d. United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575)
  - e. Guideline on Anti-Money Laundering and Counter-Terrorist Financing (For Money Service Operators)
2. PanPay Hong Kong Limited is registered with Customs & Excise Department as Money Service Operator since 2018

**Applicable to Account Jurisdictions in the United States**

1. Applicable Law refers to:
- a. Bank Secrecy Act (BSA), as amended by the USA PATRIOT Act (2001)
  - b. Administrative rulings and guidelines issued by the Financial Crimes Enforcement Network (FinCEN) applicable to money services businesses
  - c. State-specific money transmitter regulations
  - d. Office of Foreign Assets Control (OFAC) Regulations
2. PanPay USA Inc. is registered with FinCEN as Money Service Business since 2018.