

Schedule of Service

B. Merchant Agreement for Online Payment (“Online Merchant Service” or “Schedule”)

WHEREAS

- A. The Merchant is desirous of promoting and offering for sale its merchandise and services on the Internet and other open networks (“Network”), so that its customers may purchase such merchandise or services on the Network by way of online shopping.
- B. The Merchant is desirous of accepting payment by means of Card (as hereinafter defined) for its merchandise or services sold on the Network in accordance with the specification of 3-D Secure.
- C. The Company and the Merchant have agreed to enter into this Online Merchant Service Schedule, which is intended to govern the Merchant’s acceptance of Card as a means of payment for its goods or services sold on the Network.
- D. These Terms and Conditions, together with the General Terms and Conditions, apply to the extent applicable Online Merchant Services endorsed by the Merchant.

1. INTERPRETATION

- 1.1 In this Schedule, unless the context otherwise permits or requires, the following terms and expressions shall have the following meanings:

“Card” means a Visa Credit Card, a Mastercard Credit Card, an UnionPay Card, a JCB Credit Card and/or such other card(s) as more particularly stated in the Annexure;

“Card Organizations” means Visa International, Mastercard International, UnionPay International, JCB International and/or such other international card organization(s) of Card(s) as stated in the Annexure;

“Cardholder” means the holder of a Card;

“Marks” means any design mark or wordmark of “Verified by Visa”, “Secure Code”, “J/Secure” and/or Card Organizations;

“Network” means the Internet and other open telecommunication network;

“Operating Regulations” means the Operating Regulations of Card Organizations pertaining to electronic commerce transactions from time to time in force and all other rules, regulations, guidelines, directives instructions and procedural requirements which Card Organizations and/or the Company may from time to time issue or publish for purposes relating to online payment;

“Restricted Information” means any information which is disclosed by the Company to the Merchant pursuant to, in connection with or arising out of the due implementation of this Schedule, including (without limitation):-

- (a) 3-D Secure specifications involving customization by the Company;
- (b) promotional strategy; and
- (c) all other information and materials (whether in written form or otherwise) furnished by the Company to the Merchant in confidence except those which are in, or have subsequent to disclosure and without any default on the part of the Merchant become part of, public domain;

“Sales Transaction” means a legitimate transaction of exchange of goods and/or services for payment between the Merchant and the Cardholder performed in whole or in part via electronic communication through the Network and to be settled by a Card according to 3-D Secure and/or SSL;

“SSL” means the Internet protocol “Secure Sockets Layer” developed by Netscape Communication Corporation as a method of secure information transmission through the Internet;

“3-D Secure” means a service provided by the Company jointly with Card Organizations to protect the use of the Card by a Cardholder on the Internet by requiring the Cardholder to verify his/her identity using a password (or such other authentication information or tools from time to time prescribed by the Company) assigned to or selected by him/her (“Password”). The Password is required when the Cardholder uses his/her Card to make online or other transactions at the web sites of any 3-D Secure participating merchants (“3-D Secure Merchants”). Registering for 3-D Secure involves providing certain personal information of the Cardholder to his/her issuing bank and/or Card Organizations, which is then used to confirm the identity of the Cardholder in connection with future online or other transactions for which 3-D Secure is used (“3-D Secure Transactions”);

“Online Payment” means the online payment services provided by the Company including any electronic payment services by using SSL technologies and/or 3-D Secure; and

“Website” means a website established or to be established by the Merchant on the Internet or similar networks on which goods and/or services will be made available for purchase by Cardholders.

2. COMPLIANCE WITH REGULATIONS AND LAWS

- 2.1 Throughout the duration of this Schedule, the Merchant shall duly comply with the Operating Regulations and all applicable laws of Hong Kong in conducting the Sales Transaction and using the services provided by the Company hereunder.
- 2.2 For the purpose of ensuring the Merchant’s performance and observance of its obligations contained in the clause, and those appearing elsewhere in this Schedule, representatives and/or agents of the Company may enter the Merchant’s business premises at all times with or without prior notice and inspect all equipment, computer hardware and software installed within such premises for online payment purposes, and the Merchant shall render full assistance to such persons as they may reasonably require or as the circumstances may call for.
- 2.3 If at any time, the Merchant fails to comply with any term or condition of this Schedule or the Operating Regulations, the Company may (in its absolute discretion) suspend or terminate this Schedule and accordingly include the details of the Merchant in the “Terminated Internet Merchant File”, or such other similar files maintained by Card Organizations.

3. MERCHANT WEBSITE REQUIREMENTS AND USE OF THE MARKS, ETC

- 3.1 The Merchant must ensure that its Website on the Network contains all of the following:-
 - (a) a complete description of the merchandise or services offered by the Merchant (including without limitation product/services, specifications and price);
 - (b) a comprehensive statement detailing the arrangement for return of the merchandise purchased and refund of the purchase money;
 - (c) customer services contacts including business address, e-mail address and telephone number;
 - (d) the applicable transaction currency and the Hong Kong dollar equivalent;
 - (e) a statement detailing the arrangement for delivery of the merchandise purchased;
 - (f) the Merchant’s country of domicile shown prior to completion of transaction; and
 - (g) the Company logo and such other information as the Company may designate from time to time in its absolute discretion.
- 3.2 The Merchant may not use the Marks except strictly in accordance with the Operating Regulations for the time being in force. In particular, the Merchant shall observe the following:-
 - (a) the Merchant may only display the Marks on the Website if it is using a software that is compliant with the 3-D Secure

- specification (“**3-D Secure compliant**”) and/or SSL specification (“**SSL compliant**”) as may from time to time being amended;
- (b) the Merchant may use the Marks in advertising or promotional materials provided that such materials have been approved by the Company in advance;
 - (c) the Merchant may not place the Marks at the Merchant’s business premises or other physical locations; and
 - (d) the Merchant shall correct any improper use of the Marks forthwith upon notification by the Company.
- 3.3 Save as expressly authorised and/or required by the provisions of this Schedule, the Merchant shall not use the Company’s logo or name or tradename in any fashion whatsoever without the prior consent of this Company.
- 3.4 The Merchant shall not in any manner whatsoever indicate or imply that Card Organizations or the Company endorses or otherwise makes any representations about the Merchant’s merchandise or services.
- 3.5 The Merchant shall not display or suffer to be displayed on, and shall forthwith on the Company’s demand remove or procure to be removed from, the Website any material which the Company in its absolute discretion deems to be pornographic, obscene, indecent or of adult content or of a gambling nature, or which is prohibited from being published in mass media by any law of Hong Kong (collectively “**Restricted Contents**”). The Merchant shall not create or allow the creation on the Website any hyperlink to any other website (including banner advertisement), which contains any of the Restricted Contents.
- 3.6 The Company shall be at liberty to include references to the Merchant and the Merchant’s participation in the online payment program in such manner as the Company may see fit in the Company’s promotional materials and mass media advertisements relating to such programs.
- 3.7 The Company shall have the right to disclose to third parties any information relating to its relationship with the Merchant at any time and in such manner as it thinks appropriate.
- 3.8 The Company may (in its sole discretion) create hyperlinks from its websites or the websites of its subsidiaries and/or holding companies, to the Website at any time and from time to time.
- 3.9 Unless otherwise approved by the Company in writing, the Merchant shall not receive or otherwise process any Card information (in particular Card number and expiry date) on the Website or via the Network except in strict compliance with the standard of 3-D Secure and/or SSL. The Merchant shall keep all Card information obtained from the Cardholders strictly confidential and comply with the Personal Data (Privacy) Ordinance, data security standard requirement of Card Organizations. The Merchant shall be fully responsible for all loss, damages, costs and expenses as a result of its breach of this Clause 3.9.

4. MERCHANT SERVER SOFTWARE

- 4.1 The Merchant shall at its own costs:-
- (a) establish its computer software (“Merchant Server Software”) which is
 - (i) 3-D Secure compliant, if the Sales Transaction is processed in accordance with the standard of 3-D Secure and online authorisation from the Company is required, and
 - (ii) SSL compliant, if the Sales Transaction is processed in accordance with the standard of SSL and online authorisation from the Company is required, and
 - (b) arrange for appropriate telecommunication links between its Merchant Server Software and the Company’s central processing computer system for Online Payment (“**System**”), and such other computer systems as the Company may designate (“**Other Systems**”) in such specification as the Company may in its absolute discretion prescribe.
- 4.2 The Merchant shall maintain its Merchant Server Software in good operating conditions and ensure that the links between its Merchant Server Software, the System and the Other Systems at all times work properly.

5. ONLINE PAYMENT FACILITY

The provisions contained in this clause shall apply when the Merchant adopts the Company’s licensed online facility (“Facility”).

- 5.1 The Company will use reasonable efforts to process payments made by means of Cards using the standards known as Secure Sockets Layer (SSL) and/or 3-D Secure. The Company will process online payment instructions and provide online responses of transaction status to the Merchant.
- 5.2 The Company will pay the amount of a transaction authorised by a customer (“**Transaction Amount**”) to the Merchant only if the Company has sent an online response to the Merchant stating that the payment will be made. The Company’s records are, except for manifest error, conclusive and binding on the Merchant for all purposes.
- 5.3 Merchant’s obligations
- 5.3.1 The Merchant shall ensure that its procedures and practices, and the computer equipment and software for its website and connections to the Facility, comply with all rules, guidelines and requirements from time to time of the Facility provider including integration specifications and website interface requirements. The Merchant shall install, operate and maintain such computer equipment, software and connections at its own cost. The Merchant will indemnify the Company against any claims by the Facility provider arising from any failure by the Merchant to comply with the rules, guidelines or requirements of the Facility provider.
- 5.3.2 The Merchant shall also obtain a digital certificate from the Facility provider, or from other party the Company designates from time to time, in order to access the administration functions on the Facility. The Merchant shall comply with all policies and terms applicable to the use of the certificates.
- 5.3.3 The Merchant shall undergo and pass the tests prescribed by the Company to confirm that the Merchant’s systems and communication channels are able to connect properly to the Facility, before accessing the Facility or any new or amended functions on the Facility.
- 5.3.4 The Merchant shall keep secret the user ID, password and other means used by it to access the Facility.
- 5.3.5 The Merchant shall not permit any other merchant or person to make use of the Facility.
- 5.3.6 The Merchant shall not in any way use any other method of payment to the Facility, or charge any additional amount for using the Facility.
- 5.3.7 Facility provider may include the names and addresses of the Merchant in any promotional materials in relation to the Facility.
- 5.3.8 In the event of any breach of provisions committed by the Merchant, the Merchant is required to indemnify the Company against all costs and expenses (including legal fees) in connection with the enforcement of any term hereof. The Company is entitled to charge such handling fees determined by the Company in its absolute discretion in relation to such breach.
- 5.3.9 The Merchant shall not access the Facility for any purpose other than to access an available service.
- 5.4 Administration functions
- 5.4.1 The Company will make available for the Merchant’s use certain web based administration functions on the Facility as from time to time notified to the Merchant.
- 5.4.2 All actions initiated by the use of the Merchant’s certificate are binding on the Merchant.
- 5.5 Limitation of liability
- 5.5.1 The use of the Facility is at the Merchant’s own risk. Neither the Company nor Facility provider makes any representation or warranty, express, implied or otherwise in respect of quality, continuity of service, connectivity, merchantability, fitness for any purpose, non-infringement or otherwise.
- 5.5.2 Unless caused by its wilful misconduct, neither the Company nor Facility provider is liable for the consequences of any unavailability

of the Facility or any inability to access it, or of any failure, error, delay or interruption, or of any unauthorised interception or corruption of any messages or any unauthorised access to the Facility or its systems, or of any computer virus or similar problems, or of any event beyond the Company's or Facility provider's control, or for third-party software, equipment or technology.

- 5.5.3 Neither the Company nor Facility provider is responsible if any information provided by the Facility is inaccurate, incomplete or not timely.
- 5.5.4 In no event is the Company or Facility provider liable for any indirect, incidental, special or consequential losses, including lost profits or savings, loss of data, goodwill or the cost of substitute services (even if the Company or Facility provider has notice of the possibility of such losses).
- 5.5.5 The exclusion and/or limitation on liability provisions in this Clause 5 are applicable to the Company for its own account and also extend to cover the Facility provider, notwithstanding claims are based on contract, tort (including negligence) or otherwise.
- 5.6 Mastercard Internet Gateway Service ("MiGS")
- 5.6.1 For the Merchant intends to utilize the MiGS processing services, the Merchant may be required to use the Virtual Payment Client. Virtual Payment Client means the guide and any sample coding which the Company may provide to the Merchant to facilitate the connection of the Merchants to MiGS. The Merchant accepts and agrees to comply with the terms set out in Virtual Payment Client and Merchant Software End User Licence Agreement in Attachment hereof.
- 5.6.2 The Merchant acknowledges and agrees that:
- (i) the Merchant shall not, vary, alter or remove any copyright, trade mark or other protective notice in the Virtual Payment Client;
 - (ii) the Virtual Payment Client contain software licensed from Dialect Payment Technologies Pty Ltd ("**Dialect**") and/or its Related Bodies Corporate;
 - (iii) it must not reverse engineer, decompile or disassemble the Virtual Payment Client except to the extent permitted by law; and
 - (iv) it must not separate or alter any of the Virtual Payment Client component parts.

6. ONLINE PAYMENT TRANSACTION AUTHORISATION

- 6.1 Subject to clause 6.2, the Merchant shall promptly honour without discrimination any valid Card presented electronically by its customer in payment for the Sales Transactions in accordance with the standard of 3-D Secure or SSL (as the case may be).
- 6.2 The Merchant shall not accept any Card for payment of any Sales Transactions unless the relevant transaction has been authorised by the Company in advance. In respect of each and every such transaction, the Merchant shall submit to the Company such information in such manner as may be prescribed by the Company from time to time, and the Company may decline to authorise any transaction in its absolute discretion without assigning any reason therefor.

7. ONLINE PAYMENT PROCESSING

- 7.1 The Merchant shall process all Sales Transactions within three (3) calendar days from the day on which such transactions are respectively effected.
- 7.2 The Merchant shall transmit to the Company the details of all Sales Transactions in such manner and at such intervals as the Company may from time to time prescribe.
- 7.3 The Merchant shall maintain records of the Sales Transactions in such details and in such manner as the Company may from time to time prescribe for at least eighteen (18) months reckoning from the day on which such transactions were respectively effected, and make such records available for the Company's inspection upon the Company's request.

8. PAYMENT

- 8.1 The Merchant shall refer all the Sales Transactions to the Company for settlement in accordance with this clause.
- 8.2 The Company shall provide, or procure to be provided, to the Merchant 3-D Secure and/or SSL compliant payment gateway services ("PGS") to facilitate (inter alia) the processing of the Merchant's requests to the Company for payments arising from the Sales Transactions.
- 8.3 Subject to the provisions of this Schedule, the Company will credit to the Merchant Account the amounts of the Sales Transactions as authenticated and authorised via the PGS less a discount fee calculated at the discount rate as stated in the Annexure hereto of the relevant transaction amount. All payments hereunder will be made by the Company in terms of the lawful currency of Hong Kong. If any of the Sales Transactions was effected in a currency other than that of Hong Kong, the exchange rate between that other currency and the currency of Hong Kong for the purpose of reckoning the amount to be credited to the Merchant Account under this clause shall be quoted by the Company, which shall be binding on the Merchant to all intents and purposes.
- 8.4 (a) If with respect to any of the Sales Transactions, any merchandise is accepted for return or any service is terminated or cancelled, or any price adjustment is allowed, the Merchant shall not make refund in whatever form to the cardholder but shall promptly deliver to the Company in such manner as the Company shall prescribe a refund form in the form supplied by the Company from time to time and present the same together with such documentation as the Company may designate to evidence such return, termination, cancellation or price adjustment.
- (b) The Merchant shall settle the amounts of such refund forms less the applicable discount with the Company in such manner as the Company may from time to time prescribe within seven (7) Business Days from the date on which the refund forms are received by the Company.
- 8.5 The Merchant shall not receive any payment in whatever form from a Cardholder with respect to charges for merchandise or services included in any of the Sales Transactions. Cash advanced by the Merchant to any Cardholder is not allowed in all circumstances.
- 8.6 The Merchant shall not impose on any Cardholder any surcharge or additional charge or payment on any of the Sales Transactions save and except reasonable charges for delivery of the merchandise sold.
- 8.7 (a) The Merchant shall forthwith on demand of the Company repay or refund to the Company a sum equal to the total amount of the Sales Transactions credited by the Company to the Merchant Account or otherwise paid to the Merchant upon the happening of any one or more of the following events ("**Events**"):-
- (i) the Company, in its absolute discretion, considers that the Merchant is in breach of any of the provisions of this Schedule or has committed an act of dishonesty or fraud against the Company or any cardholder relating to such Sales Transactions;
 - (ii) such Sales Transactions have not been authorised by the Company;
 - (iii) the relevant Cardholder disputes the sale, quantity, quality or delivery of the merchandise or the performance or quality of the services covered by such Sales Transactions; and
 - (iv) the sale of the merchandise or performance of the services to which such Sales Transactions relate involves a violation of law or the rules or regulations of any governmental agencies, local authorities or otherwise.
- (b) In addition to the authority given to the Company as stated in paragraph (c) of this clause 8.7, the Company shall be entitled to deduct the total amount of such Sales Transactions from subsequent credit to the Merchant Account or other payment to Merchant.
- (c) To secure the obligations, debts and liabilities of the Merchant under this Schedule generally and paragraph (a) of this clause 8.7 in particular, the Merchant hereby irrevocably authorises and instructs the bank with which the Merchant Account is maintained

("Bank") to debit the Merchant Account with the amount due from the Merchant to the Company as the Bank may at any time and from time to time be informed or notified by the Company (which shall be conclusive against the Merchant in so far as the Bank is concerned) and to pay the same to the Company forthwith, without any prior notice to or consent of the Merchant. The Bank in so acting shall not be liable for any loss to the Merchant.

- 8.8 If there shall at any time be discovered by the Company a breach of any provision herein on the part of the Merchant, the Company shall (without prejudice to any other right or remedy it may have under the Schedule or the general law) be entitled to charge back from the Merchant any payment made to it hereunder. The Company shall be entitled to charge such handling fees determined by the Company in its absolute discretion for the charge back.
- 8.9 (a) If the Company shall, in its absolute discretion, suspect that any one or more of the Events has/have happened, the Company shall be entitled to suspend all payments under this Schedule (or such of them as the Company may in its absolute discretion deem appropriate) to the Merchant for a period not exceeding twenty four (24) months from the days on which the relevant Sales Transactions were respectively effected and during such period investigate on any of such Sales Transactions or on the Merchant or on any other person as the Company may think fit. No interest shall be payable by the Company on any payment suspended in accordance with this clause 8.9 (a).
- (b) If it shall be found by the Company before or upon expiry of such period that any one or more of the Events has/have happened, then the Merchant shall not be entitled to payment of the relevant Sales Transactions.
- 8.10 For the avoidance of doubt, the Merchant shall not act merely as "billers" or "processors" of the Sales Transactions for the Cardholders.
- 8.11 Unless otherwise approved by the Company in writing, the Merchant shall not make any request for payment in respect of any Sales Transaction, whether via the Facility or otherwise, unless and until the merchandise and/or service which form the subject of the such Sales Transaction has been delivered and/or provided, and the Merchant shall not accept any payment by installment.

9. TRANSACTION RECEIPT

The Merchant shall upon a Sales Transaction being authorised by the Company provide the Cardholder with a transaction receipt in such manner and containing such data as the Company may from time to time prescribe.

10. NO REPRESENTATION OR WARRANTY

- 10.1 The Company assumes no responsibility whatsoever, and makes/gives no representation or warranty whatsoever, in respect of any mechanical equipment, computer software or hardware, or other materials (in written form and otherwise) which may be furnished to the Merchant pursuant to or in connection with this Schedule ("Furnished Items").
- 10.2 Notwithstanding anytime to the contrary herein contained, the Company shall not be liable to the Merchant for its non-performance or delay in performance of any of its obligations under this Schedule due to any failure of telecommunication connection or computer downtime attributable to housekeeping, malfunctioning, computer virus, unauthorised access by any person (including hacker), upgrade or preventive or remedial maintenance activities or due to any cause beyond the Company's control.

11. PROPERTY IN FURNISHED ITEMS

The property in the Furnished Items shall at all times remain vested in the Company, and the Merchant shall return to the Company all the Furnished Items upon termination of this Schedule, or otherwise upon the Company's demand.

12. RESTRICTED BUSINESS

- 12.1 Unless otherwise approved by the Company in writing, the Merchant shall not use any service provided by the Company under this Schedule for its business, which involves in any form of gambling, pornographic content, network marketing, pirated merchandise or such other business which is designated to be restricted business by the Company from time to time ("Restricted Business").
- 12.2 The Company shall be entitled to refuse processing any Sales Transaction which (in the sole determination of the Company) involves in any of the Restricted Business.

13. SPLIT SALES, MULTIPLE SALES SLIPS AND PARTIAL CONSIDERATION

- 13.1 The Merchant shall not use two or more Sales Transactions in a single transaction of sale and purchase of merchandise and/or services and shall include all items of the merchandise sold or services provided in a single Sales Transaction in one total amount except in a situation involving partial payment or delayed delivery described in this clause.
- 13.2 The merchant shall not effect a transaction when only a part of the amount due is included in a single Sales Transaction except:
- (a) when the balance of the amount due is paid by the Cardholder at the time of sale in cash, by cheque or another Sales Transaction; or
- (b) when the Cardholder shall have executed two or more separate Sales Transactions in a delayed delivery sale where a deposit is required to be paid by the Cardholder and the balance of the sales price is required to be paid on delivery of merchandise or performance of services.

14. TERMINATION

- 14.1 This Schedule shall take effect from the commencement date described in the Annexure hereto and shall remain in force until terminated in accordance with the provisions hereof.
- 14.2 The Merchant may terminate this Schedule by giving to the Company seven (7) days' prior written notice of its intention so to do provided that no such notice shall be given within three (3) calendar years counted from the commencement date of this agreement.
- 14.3 The Company may terminate this Schedule at any time with or without any prior notice and under no circumstances shall the Company be liable to the Merchant for any loss, damage, costs or expenses which the Merchant may suffer or incur as a result thereof.
- 14.4 Upon the termination of this Schedule for any reason:-
- (a) the provisions of this Schedule shall continue in force in relation to any Sales Transaction or matter occurring prior to the date of such termination; and
- (b) subject as otherwise provided herein and to any rights or obligations which have accrued prior to such termination, no party shall have any further obligation to the other party under this Schedule.

15. INDEMNITY

The Merchant shall indemnify the Company and keep the Company indemnified at all times and from time to time from and against all claims, suits, proceedings, fines, penalties, impositions, loss, damage, costs (including legal costs on a full indemnity basis) and liabilities whatsoever incurred or sustained by the Company in connection with or arising out of:-

- (a) any breach of this Schedule by the Merchant; and
- (b) any act, omission, negligence, fraud or default of whatever description of the Merchant or any of the Merchant's servants, employees, agents, representative, officers or contractors. This is a continuing indemnity and will expire one year after termination of the Master Agreement between the Company and the Merchant.

16. SUCCESSORS AND ASSIGNS

- 16.1 The terms and conditions of this Schedule shall be binding upon and ensure to the benefit of the respective successors-in-title and assigns of the parties hereto. Provided however that the Merchant may not assign any of the Merchant's rights or obligations hereunder without the prior written consent of the Company.
- 16.2 The Company may freely assign all or any part of its rights, title and interest arising under this Schedule to any person whomsoever.

17. SEVERABILITY

None of the terms and conditions herein contained which are otherwise valid shall be void, avoided, invalidated or rendered unenforceable by reason of one or more of the said terms and conditions being void, voidable, invalid or unenforceable.

18. CONFIDENTIALITY

The Merchant shall at all times during the currency of this Schedule and after its termination:-

- (a) use its best endeavors to keep all Restricted Information received by its confidential and accordingly not disclose any such Restricted Information to any other person;
- (b) not use any such Restricted Information for any purpose other than the performance of its obligations under this Schedule; and
- (c) not disclose to any person the identity of any Cardholder and/or his or her Card number or any information whatsoever relating to any transaction involving the use of the Card without the prior written consent of the Company.

ANNEXURE

NAME OF CREDIT CARD

DISCOUNT RATE

COMMENCEMENT DATE

Attachment

Virtual Payment Client and Merchant Software End User Licence Agreement

The Software is licensed on the following terms:

1. Definitions and interpretation

1.1 Definitions

The following definitions apply unless the context requires otherwise.

Commencement Date means the date the Merchant first receives delivery of the Software.

Distributor means the Company.

Documentation means and includes, without limitation, any operating manuals, reference manuals, operating guides, release and design notes and any publications, Example Code and other written materials which are supplied to the Merchant from time to time in connection with the use of the Software by the Merchant pursuant to this Licence.

Example Code means un-compiled software code or code fragments illustrating the use of the Software.

Governmental Agency means any government or any governmental, semi-governmental or judicial entity or authority. It also includes any self-regulatory organisation established under statute or any stock exchange.

Licence means the licence granted by Distributor to the Merchant under this document.

Mastercard means Mastercard Asia/Pacific (Australia) Pty Ltd and, unless specified otherwise, its Related Bodies Corporate.

Merchant means a retailer which is authorised by a financial institution to accept certain credit cards as a means of payment for goods and services it has provided to its customers and which has entered into an agreement with the Distributor pursuant to which such retailer receives the MiGS Processing Services.

MiGS Payment System means the electronic payments system forming part of the Mastercard Internet Gateway Service, also known as "MiGS", through which the Merchant may make various electronic payment methods available to its customers.

MiGS Processing Services means the payment processing services using the MiGS Payment System to be provided by Mastercard to the Distributor to enable the processing of payments made by the Merchant's customers.

Owner means Dialect Payment Technologies Pty Ltd (ACN 052 950 375) and its Related Bodies Corporate.

Related Bodies Corporate has the meaning given to that term in section 9 of the *Corporations Act 2001* (Cth).

Site means the location occupied by the Merchant at which the Distributor has authorised in writing the Software to be used, any third party hosting facilities at which the Merchant or its service provider operates some or all of its infrastructure and, where a Merchant accesses and uses software under an application service or outsourced arrangement, a site of the service provider; and, in respect of the Virtual Payment Client, means the location from which the Merchant initiates a connection to the Virtual Payment Client interface on the MiGS Payment System. The Site must not be located in any US sanctioned or embargoed nation.

Software means, as applicable depending on what the Merchant is provided to use: (a) the Merchant Software, being a piece of thin client software integrated into a Merchant's host system, via which the MiGS Payment System communicates with the Merchant. The Merchant Software is downloaded and integrated into a Merchant's payment system by the Merchant or its designated integrator. The MiGS Payment System allows the Merchant to validate successful connectivity and transaction processing against a test simulator, prior to flagging the Merchant as a live production Merchant. From time to time

Mastercard may require updates to the Merchant Software, which will be distributed to Merchants for integration; or (b) the Virtual Payment Client.

Use, in respect of the Virtual Payment Client, means communicating with the MiGS Payment System via the Virtual Payment Client interface.

Virtual Payment Client means an interface on the MiGS Payment System, provided to the Merchant to facilitate the connection of the Merchant to the MiGS Payment System and does not include Example Code.

Tax includes any tax, levy, impost, deduction, charge, rate, duty, compulsory loan or withholding that is levied or imposed by a Governmental Agency, and any related interest, penalty, charge, fee or other amount.

1.2 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise: (a) The **singular** includes the **plural** and conversely. (b) A **gender** includes all genders. (c) If a word or phrase is defined, its other **grammatical forms** have a corresponding meaning. (d) A reference to a **person**, corporation, trust, partnership, unincorporated body or other entity includes any of them. (e) A reference to a **Clause** or Schedule is a reference to a Clause of or a schedule to this Licence. (f) A reference to an **agreement or document** (including a reference to this Licence) is to the agreement or document as amended, varied, supplemented, novated or replaced, except to the extent prohibited by this Licence or that other agreement or document. (g) A reference to a **party** to this Licence or another agreement or document includes the party's successors, permitted substitutes and permitted assigns (and, where applicable, the party's legal personal representatives). (h) A reference to **legislation** or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. (i) the word "including" is not a word of limitation.

1.3 Consents or approvals

If the doing of any act, matter or thing under or in relation to this Licence is dependent on the consent or approval of a person or is within the discretion of a person, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the person in its absolute discretion.

2. Grant of Licence

Distributor grants to Merchant, who accepts, a personal, non-transferable (subject to Clause 7.2 of this Licence) and non-exclusive licence to use the Software and the Documentation to connect to and use the MiGS Payment System on the terms and conditions of this Licence. This Licence does not include any rights to the source code of the Software.

3. No Maintenance

Notwithstanding anything in this Licence, neither Mastercard nor the Owner will be under any obligation to the Merchant to provide or procure the provision of any services or assistance relating to the installation of the Software, nor any maintenance, operational or product defect related support, training, or other services or assistance in relation to the Software. Neither Mastercard nor the Owner is bound by any agreement, arrangement or understanding concerning installation, maintenance, support or other services unless it is in writing and signed by that person. To the extent any such services are provided to the Merchant, such arrangements are to be direct between the Distributor and the Merchant.

4. Duration of Licence

The Licence commences on the Commencement Date and will continue until terminated in accordance with Clause 12.

5. Documentation

5.1 Documentation existence

There is no obligation on the Distributor, Mastercard or Owner to provide the Merchant with operating manuals, guides, publications or other materials in connection with the use of the Software by Merchant pursuant to this Licence. No representation is made about the quality, usefulness or fitness for purpose of any Documentation.

5.2 Use of Documentation

Documentation may not be copied or used by the Merchant except to assist in the normal use of the Software pursuant to the Licence. The Merchant is not permitted to copy or use the Documentation for any other reason whatever.

5.3 Use of Example Code

Example Code is provided to illustrate aspects of the Software. The Merchant acknowledges that the Example Code is not designed to demonstrate complete functionality of the Software, and must not be used by the Merchant for production purposes.

6. Liability

6.1 No warranty as to suitability

- (a) Subject to Clause 6.3, but without limiting Clause 6.2, Merchant acknowledges that the Software and Documentation is supplied "as is" and that Distributor, Mastercard, the Owner and the Owner's licensors have not made, and that no person acting on behalf of the Owner, Mastercard or Distributor has made, any representation or warranty:
- (i) as to the Software's or Documentation's quality, usefulness, suitability, merchantability or suitability for any particular purpose;
 - (ii) that the Software or Documentation is error free or will operate uninterrupted;
 - (iii) that the Software or Documentation will have any particular benefits for the Merchant (or for a class of persons which includes the Merchant);
 - (iv) in respect of any third party software embedded in or supplied with the Software;
 - (v) that use of the Software or the Documentation will not infringe the rights of any third person, including any third party's patent rights or copyright; or
 - (vi) that the Merchant will be authorised or accepted by a financial institution to connect or make use of the MiGS Processing Services.
- (b) The Merchant will continually ensure the suitability of its systems and communications for the operation of the Software and the suitability of the Software for the purposes of the Merchant, including by testing the Software and its operation with non-critical data before use and by appropriate data back-up and security arrangements on an ongoing

basis. Notwithstanding anything else in this Licence, any obligation of the Distributor as to the operation of the Software will not apply if the Merchant has failed to comply with this Clause 6.1(b).

6.2 Exclusion of terms and warranties

To the maximum extent permitted by law:

- (a) subject to Clause 6.3, all conditions, terms and warranties expressed or implied by any legislation, the common law, equity, trade, custom or usage or otherwise in relation to the Software, Documentation, Licence or otherwise in connection with the Software or this Licence, are expressly excluded; and
- (b) neither the Distributor, Mastercard, Owner nor their licensors are liable in any way for any direct, indirect, incidental or consequential loss or damage, loss of revenue, loss of profit, loss of data, loss of opportunity and economic loss of any kind arising out of or in connection with the Software, the Documentation, the MiGS Processing Services or otherwise in connection with this Licence (including loss or damage caused by the Distributor's, Mastercard's or the Owner's negligence), regardless of whether the loss or damage was foreseeable or either party contemplated or was advised of the possibility of such loss or damage.;

6.3 Statutory warranties

If any legislation implies in this Licence any condition, term or warranty and also prohibits or restricts the scope of provisions in a contract excluding or modifying the application of or exercise of, or liability under, that condition, term or warranty, then to the extent permitted by law the liability of the Distributor, Mastercard and the Owner is limited, at the option of the Owner, to:

- (a) re-supplying the Software or Documentation (as the case may be); or
- (b) the cost of re-supplying the Software or Documentation (as the case may be).

6.4 Indemnity by Merchant

Merchant agrees to release, hold harmless and indemnify the Distributor, Mastercard and the Owner to the maximum extent permitted by law from and against any liability whatever (including loss of profits, loss of revenue, loss of data, loss of opportunity, all forms of economic loss, negligence and tax) however arising in connection with its use, misuse or harmful use of the Software, the Documentation (whether or not that use is in accordance with this Licence) or the MiGS Processing Services.

6.5 Benefit of Licence to Owner and Mastercard

The Owner and Mastercard are not parties to this Licence nor a supplier to the Merchant of the Software or any other goods or services under this Licence. The Merchant agrees not to make any claim directly against the Owner and/or Mastercard, in contract, tort (including for any negligence of the Owner and/or Mastercard) or otherwise. Nothing in this Clause 6.5: (a) affects an obligation or liability of the Distributor under or in relation to this Licence; or (b) prevents the Owner or Mastercard from receiving or enforcing the benefit of a provision of this Licence which is intended to benefit the Owner or Mastercard as applicable.

7. Use of Software

7.1 Normal operating procedures

The Merchant must:

- (a) use the Software in accordance with the Documentation;
- (b) only use the Software for its own internal requirements at the Site; and
- (c) not use the Software to process the data of any other person.

In particular, without limiting the foregoing, the Merchant must not represent, permit, or allow any other person to utilise the Software in the operation of its business.

7.2 No copying or reproduction

Subject to Clause 7.3 and the paragraph below, the Merchant must not, and must not permit or otherwise allow a third person to, copy or otherwise reproduce or to use, distribute, lease, rent, loan, sell, mortgage, grant a sub-licence of, transfer or reproduce the Software or Documentation. For the avoidance of doubt, the Merchant may copy or use the Documentation to assist the Merchant in the normal use of the Software pursuant to Clause 7.1.

The Merchant may sublicense any third party hosted services provider, application service provider or outsourced services provider engaged to provide services to the Merchant, to exercise the rights granted to the Merchant under this Licence. The Merchant must ensure that any such third party provider in exercising the rights under this Licence complies with the terms of this Licence as if it were the Merchant.

7.3 Copying permissible for data backup or testing

Notwithstanding Clause 7.2, Merchant may copy the Software for the sole purpose of creating a single copy of the Software for the sole purpose of creating a copy for back-up or disaster recovery purposes or as permitted by a provision of the law that may not lawfully be excluded.

7.4 No Harmful Use or unreasonable interference

Merchant must not harmfully use, cause or permit harmful use of, or use the Software in a way that creates an unreasonable or unwarranted interference with the business operations of MiGS Processing Services.

7.5 Use only at Site

Merchant may only use, or permit to be used, the Software at the Site and may not, without prior written permission from Mastercard and Owner, use the Software at any other physical location or upon any other computer network or permit access to the Software on more than one network at any one time.

7.6 Relief

A breach of this Clause 7, without limiting any other rights of the Distributor, Mastercard or Owner, will result in the automatic termination of the Licence (without the need for notice to be given) and entitle Distributor to equitable relief against the Merchant, including injunctive relief.

8. Rights in the Software

8.1 Rights in the Software

All rights (including copyright) in the Software, the Software and the Documentation are and remain owned by Mastercard or the Owner as applicable. The Merchant must not use any part of the Software or any part of the Documentation except as expressly authorised by this Licence.

8.2 Marks of ownership

The Merchant must not alter or remove any mark of ownership, copyright, patent, trade mark or other property right which is embodied in or associated with the Software, the Documentation or any physical material on which the Software or the Documentation is stored when supplied to the Merchant.

8.3 Termination

On expiration or termination of the Licence for any reason, the Merchant will lose all rights under this Licence, must immediately and securely destroy or return the Software and Documentation and all copies thereof supplied under this Licence. The Merchant must procure one of its officers to certify by statutory declaration that all copies of the Software and Documentation have been destroyed or returned as required under this Clause 8.3.

9. Modifications and reverse engineering

9.1 No modification

The Merchant may not modify the Software or the Documentation or merge all or any part of the Software with other programs without Mastercard and the Owner's written permission.

9.2 No reverse engineering

Except to the extent expressly permitted by law, the Merchant must not reverse disassemble, decompile or reverse engineer, or directly or indirectly allow or cause a third party to disassemble, decompile or reverse engineer the whole or any part of the Software or any locking or security device used or supplied with the Software or otherwise attempt or allow any other party to attempt to obtain the algorithms by which the Software performs functions.

9.3 No Export

The Merchant must not, and may not permit a third party to, export, re-export or otherwise transfer the Software outside the country where the Site is located or to any US sanctioned or embargoed nation or person. The Merchant understands and agrees that the Software may be subject to US export control laws and regulations and may be subject to export or import regulations in other countries (including control on encryption products).

9.4 Encryption

The Merchant understands and agrees that the Software may contain third party encryption software governed by the respective licence terms and conditions of use supplied with that third party software.

10. Confidentiality

10.1 Confidentiality

All information belonging to, included in, or forming part of the Software (including object code, source code or other computer programming or commands, as well as any information contained in the Documentation relating to the Software or its use) (**Confidential Information**) is strictly confidential to Mastercard and the Owner.

10.2 No Disclosure

Subject to the following paragraph of this Clause 10.2, Merchant is not entitled to disclose any Confidential Information to any third person or allow any third person to have access to any Confidential Information without the written consent of Mastercard and the Owner. Merchant shall use Confidential Information solely in connection with its use of the Software as permitted by this Licence. For the avoidance of doubt, a reference in this Clause to a third person includes a reference to a Related Body Corporate of the Merchant.

Merchant may disclose Documentation and access credentials that form part of the Confidential Information to third party service providers as necessary for the acquisition of hosting or integration services from such service providers, provided the Merchant ensures that each such person to whom such disclosure is made:

- (a) is informed of the confidentiality of the information and the obligations of confidentiality under this Licence; and
- (b) complies with any intellectual property, confidentiality and security obligations imposed on the Merchant in respect of such Documentation and access credentials as applicable.

10.3 Return on Termination

Notwithstanding anything else in this Licence, Merchant must promptly return any Confidential Information (including any article containing Confidential Information) upon termination of this Licence.

11. Assignment

Mastercard and the Owner may assign their respective legal and/or beneficial interest in this Licence to a third party at any time without notice to the Merchant and without consent, in which case Merchant shall continue to be bound by the terms in this Licence in favour of any assignee of Mastercard and/or the Owner and Mastercard and/or the Owner as applicable is hereby released from all liability or obligation pursuant to this Licence. The Distributor may assign all its legal and/or beneficial interest in this Licence to Mastercard at any time without notice to the Merchant and without the consent of the Merchant, in which case the Merchant shall continue to be bound by the terms of this Licence in favour of Mastercard and the Owner.

12. Termination

This Licence will immediately terminate if:

- (a) the Merchant commits a:
 - (i) material breach of any provision of this Licence which is:
 - (A) not remediable or,
 - (B) capable of remedy, and has not been remedied within 30 days of any notice of such breach;

- (ii) breach (whether material or not) of a provision in any of Clauses 7, 8, 9 or 10;
- (b) the Merchant harmfully uses or causes or permits harmful use of the Software, any Documentation or the MiGS Processing Services;
- (c) Mastercard ceases to have the right to distribute the Software and/or the MiGS Processing Services;
- (d) the Software ceases to be supported; or
- (e) Mastercard's agreement with the Distributor for the provision of MiGS Processing Services expires or terminates for any reason.

13. General Provisions

13.1 Entire agreement

This Licence contains the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements and understandings between the parties in connection with it.

13.2 Amendment

No amendment or variation of this Licence is valid or binding on a party unless: (i) made with the prior written consent of Mastercard and the Owner; and (ii) made in writing executed by all parties and a copy provided to Mastercard and the Owner.

13.3 Severability of provisions

Any provision of this Licence which is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Licence nor affect the validity or enforceability of that provision in any other jurisdiction.

13.4 No waiver

No failure to exercise nor any delay in exercising any right, power or remedy by a party, Mastercard or the Owner operates as a waiver. A single or partial exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver or on Mastercard or the Owner unless made in writing.

13.5 Further assurances

Each party agrees to do all things and execute all deeds, instruments, transfers or other documents as may be necessary or desirable to give full effect to the provisions of this Licence and the transactions contemplated by it.

13.6 Survival

The provisions of this Licence will enure for the benefit of and be binding on the parties and their respective successors and permitted substitutes and assigns and (where applicable) legal personal representatives. For the avoidance of doubt, the provisions of Clauses 6.1-6.5 will survive any termination of this Agreement.

13.7 Governing law and jurisdiction

This Licence is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of

courts exercising jurisdiction there in connection with matters concerning this Licence.

13.8 Force Majeure

Notwithstanding any provision herein to the contrary, no party shall be liable to the other and any party for loss, injury, delay or damages suffered or incurred by any such other party in performance of their respective obligations herein resulting from acts or occurrences beyond their reasonable control due to acts of God, strikes, labour disturbances, lockouts, material shortages, riots, acts of war, governmental regulations, fire, earthquakes, flood, lightning strike and other natural disasters. The obligations of both parties, as far as affected by such acts or occurrences, shall be suspended during the continuance of any delay or failure in performance so caused, and such delay or failure shall not be a breach of this Agreement.

13.9 Stamp Duty

The stamp duty for this Agreement shall be borne by the Merchant.

13.10 Notices

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by facsimile transmission, personal delivery or by postage prepaid at their respective addresses.

Notice will be deemed received in the case of facsimile transmission or personal delivery on the day of despatch thereof, and in the case of posting by prepaid postage, it shall be deemed to have been served three (3) days after posting.

Supplement to Merchant Agreement for Online Payment

B. (a) Dynamic Currency Conversion Acquiring Services (“DCC Supplement” or “Supplement”)

These Terms and Conditions, together with the Merchant Agreement (Card Payment Service) Schedule, Online Merchant Service Schedule and the General Terms and Conditions, apply to the extent applicable to the Dynamic Currency Conversion Acquiring Services endorsed by the Merchant:-

Application and Acceptance of this DCC Supplement

1. This Supplement governs the Dynamic Currency Conversion Acquiring Service (the "**Service**") provided by the Company to the Merchant and applies to every payment transaction ("**DCC Transaction**") effected by the customers of the Merchant by means of any one of the cards (the "**Card**") specified in the Annexure hereto which billing currency is not Hong Kong Dollar and which the customers have chosen to perform using dynamic currency conversion ("**DCC**"). The Company may from time to time in its sole discretion designate the billing currency or currencies to which the Service may apply without further notice to the Merchant. The provisions of the Merchant Agreement shall continue to apply to the Service and every DCC Transaction to the extent that they are not inconsistent with this DCC Supplement. The Service is not available to any payment transaction effected by the use of an imprinter.
2. By signing the Master Agreement and endorsing to the Company the DCC Supplement in the Merchant Application or otherwise by using the Service, the Merchant is regarded as having accepted and agreed to be bound by this DCC Supplement.

Operational

3. The Company will assign one or more merchant number(s) to the Merchant for the purpose of the Service. DCC Transaction and non-DCC Transaction will be identified by different merchant numbers.

Processing of DCC Transaction

4. The Merchant shall strictly follow the instructions and procedures from time to time published and communicated to it by the Company for the purpose of the Service.
5. Without prejudice to clause 4 above, prior to completing a DCC Transaction, the Merchant shall ensure that its customers are informed of the price of the good or service in Hong Kong Dollar, the exchange rate between Hong Kong Dollar and the billing currency of the Card (the "**Home Currency**") and the transaction amount in the Home Currency. In addition, the Merchant shall inform its customers that DCC is only optional but any decision on the part of the customers shall be final and irrevocable.
6. The Merchant shall not require its customers to agree in advance to effect any payment transaction using DCC unless any such payment transaction is designated by the Company as an "express check-out transaction". In respect of any such express check-out transaction, the Merchant may by written agreement obtain the prior consent of its customers to effect a payment transaction using DCC at an exchange rate to

be determined by the Merchant without further notice to the customers. The written agreement shall incorporate such provisions and include such information as the Company may from time to time require.

Payment and Discount

7. In respect of any DCC Transaction, the amount which the Company shall pay to the Merchant pursuant to clause 6.1 of the Merchant Agreement (Card Payment Service) Schedule and clause 8.3 of the Online Merchant Service Schedule shall be the unconverted Hong Kong Dollar amount shown on the relevant sales slips and the authorized Sales Transactions (as the case may be) after deduction of a discount fee calculated at the rate specified in the Annexure and any such amount shall be paid in Hong Kong Dollar.

Return of Amount

8. In respect of any DCC Transaction, the amount which the Merchant shall repay or refund to the Company pursuant to clause 12.1 of the Merchant Agreement (Card Payment Service) Schedule and clause 8.4 of the Online Merchant Service Schedule shall be the relevant unconverted Hong Kong Dollar amount credited to the Merchant by the Company and any such amount shall be paid in Hong Kong Dollar.
9. The Company reserves the right to request the Merchant to fully indemnify it against any exchange loss which the Company may suffer or incur as a result of any DCC Transaction being charged back by the relevant card issuing bank.

Miscellaneous

10. The Company will exercise reasonable care in providing the Service to the Merchant but no guarantee is hereby given in respect of the availability of the Service. The Company shall not be responsible for any loss or damage suffered or incurred by the Merchant as a result of the Service not being available. In addition, the Company shall not be responsible for any acts or omission by any sub-contractor or any other third party service provider appointed or engaged by the Company in connection with the provision of the Service.
11. The Company reserves the right to amend or vary this Supplement or change the scope of the Service by giving not less than 7 days' prior notice to the Merchant. Any such amendment or variation shall become effective and binding on the Merchant if the Merchant continues to use the Service on or after the date when such amendment or variation takes effect.
12. Notwithstanding the suspension or termination of the Service for any reason, the Merchant shall continue to be bound by this Supplement to the extent that it relates to any obligations or liabilities of the Merchant which remain to be performed or discharged by the Merchant.
13. No act, delay to act, or omission by the Company shall affect its rights, powers or remedies under this Supplement or any further or other exercise of such rights, powers or remedies by the Company.

THE ANNEXURE ABOVE REFERRED TO

Name of Card

Discount Fee Rate

Supplement to Merchant Agreement for Online Payment

B. (b) Multi-Currency Pricing Acquiring Services (“MCP Supplement” or Supplement”)

These Terms and Conditions, together with the Merchant Agreement for Online Payment Schedule and the General Terms and Conditions, apply to the extent applicable to the Multi-Currency Pricing Acquiring Services endorsed by the Merchant:-

Application and Acceptance of this Supplement

1. This Supplement governs the Multi-Currency Pricing Acquiring Service (the "**Service**") provided by the Company to the Merchant and applies to every payment transaction ("**MCP Transaction**") effected by the customers of the Merchant by means of any one of the cards (the "**Card**") specified in the Annexure. The Service allows the Merchant to offer goods and services to the customers priced at the time of purchase in a variety of different currencies, multi-currency pricing ("**MCP**"), and for the customers to purchase with the Card ("**Cardholders**") in the foreign currency of their choice, subject to the chosen foreign currency being accepted by the Merchant and the Company. The MCP system uses a dynamic host server ("**DHS Application**") to provide foreign currency exchange rates which are used by Merchants to convert payment card transactions from the Merchant's pricing currency to a Foreign Currency (as defined below) of the Cardholder's choice subject to the Cardholder's chosen Foreign Currency being accepted by the Merchant and the Company.
2. The Company may from time to time in its sole discretion designate the Foreign Currency (means the currencies other than the local currency) to be the Merchant's selected billing currency or currencies to which the Service may apply with prior notice to the Merchant. The provisions of the Merchant Agreement shall continue to apply to the Service and every MCP Transaction to the extent that they are not inconsistent with this Supplement.

Operation of the Services

3. The Company will assign one or more merchant number(s) to the Merchant for the purpose of the Service. MCP Transaction and non-MCP Transaction will be identified by different merchant numbers.
4. The Merchant shall strictly follow the instructions and procedures from time to time published and communicated to it by the Company for the purpose of the Service.
5. Without prejudice to clause 4 above, prior to completing a MCP Transaction, the Merchant shall ensure that its customers are informed of the price of the good or service in a variety of different currencies and for the customers to purchase in the billing currency of the Card (the "**Foreign Currency**") of their choice together with the transaction amount in the Foreign Currency. The Merchants shall use the latest foreign currency exchange rates received from the Company or its service provider to offer the transaction amount in the Foreign Currency to the customers and, if the customers agree to pay in the Foreign Currency for the transaction amount of the Cardholder's choice, subject to the Cardholder's chosen Foreign Currency being accepted by the Merchant and the Company, to complete the MCP Transactions in the applicable Foreign Currency. The customer's chosen Foreign Currency could not be changed upon completion of the MCP Transactions.

Payment

6. In respect of any MCP Transaction, the amount which the Company shall pay to the Merchant pursuant to clause 7.3 of the Online Merchant Service Schedule shall be the unconverted Hong Kong Dollar amount after deduction of a discount fee calculated at the rate specified in the Annexure and any such amount shall be paid in Hong Kong Dollar.

Return of Amount of Sales

7. In respect of any MCP Transaction, the amount which the Merchant shall repay or refund to the Company pursuant to clause 8.7(a) of the Online Merchant Service Schedule shall be the relevant unconverted Hong Kong Dollar amount credited to the Merchant by the Company and any such amount shall be paid in Hong Kong Dollar.

8. The Company reserves the right to request the Merchant to fully indemnify it against any exchange loss which the Company may suffer or incur as a result of any MCP Transaction being charged back by the relevant card issuing bank.

Miscellaneous

9. The Company will exercise reasonable care in providing the Service to the Merchant but no guarantee is hereby given in respect of the availability of the Service. The Company shall not be responsible for any loss or damage suffered or incurred by the Merchant as a result of the Service not being available. In addition, the Company shall not be responsible for any acts or omission by any sub-contractor or any other third party service provider appointed or engaged by the Company in connection with the provision of the Service.
10. The Company reserves the right to amend or vary this Supplement or change the scope of the Service by giving not less than 7 days' prior notice to the Merchant. Any such amendment or variation shall become effective and binding on the Merchant if the Merchant continues to use the Service on or after the date when such amendment or variation takes effect.
11. Notwithstanding the suspension or termination of the Service for any reason, the Merchant shall continue to be bound by this Supplement to the extent that it relates to any obligations or liabilities of the Merchant which remain to be performed or discharged by the Merchant.
12. No act, delay to act, or omission by the Company shall affect its rights, powers or remedies under this Supplement or any further or other exercise of such rights, powers or remedies by the Company.

THE ANNEXURE ABOVE REFERRED TO

Name of Card

Discount Fee Rate

Supplement to Merchant Agreement for Online Payment

B. (c) Online Interest-free Purchase Instalment Program (“Online Instalment Supplement” or Supplement”)

These Terms and Conditions, together with the Merchant Agreement for Online Payment Schedule and the General Terms and Conditions, apply to the extent applicable to the Online Interest-free Purchase Instalment Program endorsed by the Merchant:-

1. DEFINITION AND INTERPRETATION

1.1 Unless the context otherwise requires, (a) capitalized terms and expressions defined in the General Terms and Conditions, Online Merchant Service Schedule and not re-defined in this Supplement shall have the same meanings wherever used in this Supplement and (b) the following terms and expressions shall have the following meanings wherever used in this Supplement:

"Card" means any BOC Visa credit card, BOC Mastercard credit card or BOC UnionPay card issued by the Company, or such other credit cards from time to time approved by the Company, excluding Visa Business Card, Mastercard Corporate Card, BOC Express Cash Card and such other credit card from time to time designated by the Company as non-applicable;

"Cardholder" means the holder of a valid Card;

"Instalment" means, in relation to an Instalment Transaction, each instalment charged to the Card of a Cardholder on a monthly basis during the Instalment Period, as calculated in accordance with Clause 3;

"Instalment Period" means in relation to an Instalment Transaction the relevant period as set out in Part 3 of the Annexure or such other period determined by the Company from time to time for payment by Instalments of the Instalment Transaction Price;

"Instalment Transaction" means any purchase of goods and/or services to be paid for by Instalments subject to the terms and conditions of this Online Instalment Supplement;

"Instalment Transaction Price" means the total amount of an Instalment Transaction payable by Instalments;

"Product" means the goods and/or services or the categories of goods and/or services (which are more particularly set out in Part 1 of the Annexure) to be sold by the Merchant to the Cardholder under an Instalment Transaction;

"Program" means the Company's Interest-free Purchase Instalment Program made available by the

Company to the Merchant and the Cardholder;

"Program Offer Period" means the period as set out in Part 2 of the Annexure during which the Program is offered to the Cardholders through the Merchant; and

1.2 The rules of construction set forth in the Online Merchant Service Schedule shall apply to this Supplement.

1.3 The terms and conditions set out in the General Terms and Conditions and Online Merchant Service Schedule shall also apply to each Instalment Transaction, save as amended supplemented or varied by the terms and conditions set out in this Supplement.

2. THE PROGRAM

2.1 Subject to Clauses 2.3 and 2.4, the Cardholder shall be entitled to purchase one or more of the Products by Instalment Transactions through the Company's designated online platform ("Online Platform") from time to time.

2.2 When applying for the Company's approval of a proposed Instalment Transaction through the Online Platform, the Cardholder shall provide such information as required by the Company for verification of his status as a Cardholder.

2.3 Each Instalment Transaction shall require the prior approval of the Company.

2.4 The amount of each Instalment Transaction shall not be less than the minimum amount and shall not be more than the maximum amount as set out in Part 3 of the Annexure, and shall not exceed the maximum limit approved by the Company for such Cardholder for the purposes of Instalment Transactions regardless of the number of Cards such Cardholder may have, and shall be further subject to the maximum credit limit imposed on the Card(s) by the Company.

3. INSTALMENT

3.1 The amount of each Instalment in relation to an Instalment Transaction shall be calculated by dividing the Instalment Purchase Price by the number of the months constituting the Instalment Period.

3.2 Each Instalment shall be charged to the Card of the Cardholder and treated as if it had arisen from an ordinary purchase of goods and/or services effected by that Card.

4. PROGRAM OFFER PERIOD

With respect to the Merchant, the Program shall only be valid during the Program Offer Period and the Merchant shall not offer the Program to its customers after the expiry of the Program Offer Period or after this Supplement has been terminated unless otherwise extended by both parties by mutual agreement in writing.

5. PARTICIPATION IN THE PROGRAM

- 5.1 The Merchant shall during the Program Offer Period use its reasonable endeavours to promote the Program to the Cardholders including encouraging the Cardholders to read carefully the terms and conditions of the Program, and displaying the relevant marketing materials of the Program on the Website. The Merchant shall ensure that its staff members are conversant with the details and the terms and conditions of the Program.
- 5.2 The Company shall at its own costs and expenses design and produce all related marketing materials and electronically deliver templates of them to the Merchant for use in its participation in the Program. The Company reserves the right to charge the Merchant an administration fee in this regard.
- 5.3 The Merchant shall at its own costs and expenses provide the descriptions, explanatory notes and films, photographic or other illustrations of the Products to the Company for inclusion in the relevant marketing materials of the Program. The Merchant shall be solely responsible for the contents and accuracy of the materials so provided. The Merchant shall grant and/or procure the grant (in a form acceptable to the Company) by the proprietor (to the extent that the Merchant is not itself the proprietor) of the materials provided by the Merchant to the Company of the right to use such materials for the purposes of this Online Instalment Supplement. The Merchant hereby undertakes to indemnify the Company against any suits, claims, proceedings, fines, penalties, losses, costs, expenses and liabilities whatsoever suffered or incurred by the Company in connection with or arising out of the Company's use of such materials.
- 5.4 The Merchant shall not impose any minimum amount save and except mentioned in Clause 2.4 or any surcharge or additional charge on the use of a Card, or otherwise impose any disincentive for the use of a Card or any incentive for the use of any other means of payment.
- 5.5 If during the Program Offer Period the Merchant is at the same time offering and/or participating in other program(s) similar to the Program, the Merchant shall act fairly in promoting the Program and such other program(s) and shall not in any way discriminate the Company and/or the Cardholders, and shall not discourage any customers and/or prospective customers to participate in the Program or encourage any of them to participate in such other program(s) in place of the Program.

6. PRODUCT PRICE AND QUALITY

- 6.1 The Merchant shall use its best endeavours to ensure that the Products are available for purchase by the Cardholders at all time during the Program Offer Period.
- 6.2 The Merchant shall ensure that any and all Products sold to the Cardholder are of merchantable quality and the Cardholder shall enjoy all services commonly available to purchasers of the Products. The Cardholder shall have the right to return any defective Product to the Merchant for replacement or refund.

7. DISPUTE ARISING OUT OF THE PRODUCT

- 7.1 Any claims, complaints and/or disputes arising out of or in connection with any Product sold to the Cardholder under the Program shall be resolved between the Merchant and such Cardholder directly.
- 7.2 If there shall at any time be discovered by the Company that in respect of any Product purchased under

any Instalment Transaction, such Product is either not delivered or not performed to the Cardholder (in whole or in part), or not of merchantable quality, the Company may at its sole discretion:

- (a) withhold payment to the Merchant pursuant to Clause 11 in respect of such Instalment Transaction until the dispute between the Merchant and the Cardholder with respect to the Product is resolved to the satisfaction of the Company; and/or
- (b) deduct any payment already made to the Merchant pursuant to Clause 11 in respect of such Instalment Transaction from subsequent payment (or any part thereof) payable to the Merchant in respect of other Instalment Transactions.

7.3 The Merchant shall upon the request of the Company provide sufficient evidence of the resolution referred to in Clause 7.2(a) to the Company.

7.4 The Merchant shall satisfy all lawful claims or disputes made by the Cardholder or any other person concerning the Products sold under the Program and the Merchant hereby agrees to fully indemnify and hold the Company harmless from and against all claims, liabilities, damages, costs and expenses which the Company may sustain or incur as a result thereof or in connection therewith.

8. DISCOUNT FEE AND PAYMENT

8.1 For each Instalment Transaction, the Company shall be entitled to receive from the Merchant by way of a discount fee calculated in accordance with Part 4 of the Annexure ("Discount Fee").

8.2 The Company shall pay to the Merchant the Instalment Transaction Price less the Discount Fee.

8.3 The Company may at any time and from time to time review and revise the discount rate in part 4 of the Annexure at its sole discretion by giving a prior written notice to the Merchant specifying therein an effective date for the revisions which shall be not less than fourteen (14) days after the date of the notice. The revised discount rate shall be applicable to all Instalment Transactions made on and after such effective date.

9. REFUND PROCEDURE

9.1 If the Merchant accepts any request of the Cardholder for refund of the Product price or any part thereof, the Merchant shall follow the refund procedure in Clauses 9.2 and 9.3.

9.2 If the refund request of the Cardholder is accepted by the Merchant, the Merchant shall fill in and return to the Company the "Refund Form" prescribed by the Company within three (3) Business Days from the day on which the Merchant accepts such refund request.

9.3 Under no circumstance the Merchant shall pay the refund directly to the Cardholder.

10. SET OFF

The Merchant hereby irrevocably authorises the Company at any time and from time to time to:

- (a) combine and/or consolidate any of the Merchant's accounts with the Company;
- (b) set off the credit balance in any account(s) of the Merchant with the Company; and/or
- (c) charge on any account(s) of the Merchant with the Company and/or any bank in Hong Kong.

11. CHARGING BACK AND SUSPENSION OF PAYMENT

- 11.1 If the Company (in its sole opinion) suspects that the Merchant has committed or may have committed a breach of this Supplement or an act of dishonesty or fraud against the Company or any Cardholder, the Company shall be entitled to suspend all payments under this Supplement to the Merchant for a period not exceeding twenty-four (24) months by giving written notice to the Merchant and commence investigation on any transaction or the Merchant or any other person or persons as the Company may think fit. No interest shall be payable by the Company on any payment suspended in accordance with this Clause 11.1.
- 11.2 The Merchant shall not be entitled to payment of the relevant Instalment Transaction and the Company shall (without prejudice to any other right it may have) be entitled to charge back from the Merchant any payment already made to the Merchant in respect of such relevant Instalment Transaction if it is found by the Company before or upon expiry of such period of twenty-four (24) months that:
- (a) the Merchant is in breach of any of the provisions of this Supplement;
 - (b) the Merchant has participated or involved in any act of dishonesty or fraud against the Company or any Cardholder;
 - (c) the sale of the Product involves a violation of law or the rules or regulations of any governmental agencies, local authorities or otherwise; or
 - (d) the sale of any Product under any Instalment Transaction is a sham.
- 11.3 Without prejudice to the foregoing rights of the Company, the Company shall be entitled to exercise its charge back rights against the Merchant pursuant to the operating regulations of Visa International, Mastercard International and UnionPay International.

12. CONFIDENTIALITY

- 12.1 The Merchant shall not disclose any information relating to any Cardholder and/or the Program to any third party, or permit any third party to have access to such information, or otherwise use such information for any purpose other than the Program without the prior written consent of the Company.
- 12.2 The Merchant shall fully indemnify and hold the Company harmless against all claims, liabilities, damages, costs and expenses which the Company may sustain or incur as a result of its breach of Clause 12.1.

13. TERMINATION

- 13.1 Upon the expiry of the Program Offer Period unless otherwise extended by both parties by mutual agreement in accordance with Clause 4, this Supplement and the Program shall be terminated automatically without further notice.
- 13.2 During the Program Offer Period, the Company shall have the right to terminate, without giving any reason, this Supplement at any time forthwith with or without notice given to the Merchant while the Merchant shall only be entitled to terminate this Supplement by giving to the Company not less than seven (7) business days' prior notice in writing provided that the rights and remedies of the parties accrued prior to such termination shall not be affected.
- 13.3 If for any reason this Supplement is terminated within three (3) years from the date of the Master

Agreement, the Merchant shall on demand pay to the Company an administration fee in respect of services rendered by the Company to the Merchant throughout the duration of this Supplement at such rate as prescribed by the Company.

- 13.4 Upon termination of this Supplement for whatever reason, the Merchant shall, if applicable, cease to use or refer in any manner to the service marks, trademarks and/or trade name of the Company and/or the Card and shall return at its own expense to the Company all publications, promotional materials or other items relating to the Company and/or the Cards which are delivered to the Merchant for the purpose of this Supplement and which are in the Merchant's possession.

14. NON-ASSIGNMENT

The Merchant shall not assign any of its rights or obligations under this Supplement to any third party without the prior written approval of the Company.

15. RIGHT TO CHANGE

The Company reserves right at all times to change the terms and conditions of this Supplement or any of them without any prior notice to the Merchant. Any such change will become effective and binding on the Merchant irrespective of actual knowledge thereof on the part of the Merchant.

16. APPLICATION OF SPECIFIC PROVISION IN THE MERCHANT AGREEMENT TO THIS SUPPLEMENT

Clause 18 of the Online Merchant Service Schedule shall apply to this Supplement with the necessary modifications.

17. GOVERNING VERSION

The English version of this Supplement shall be the governing version and shall prevail whenever there is any discrepancy between the English and Chinese versions.

ANNEXURE

PART 1

Include Product	
Exclude Product	
Others	

PART 2

The Program shall be valid from the date of this Supplement, and carry onward until further amendment.

PART 3

Instalment Period	Minimum amount for each Instalment Transaction	Maximum amount for each Instalment Transaction
_____ months	HK\$ _____	HK\$ _____
_____ months	HK\$ _____	HK\$ _____

PART 4

The Discount Fee payable by the Merchant for each Instalment Transaction shall be as follows:

Instalment Period	Discount Fee
_____ months	_____ % of the Instalment Transaction Price
_____ months	_____ % of the Instalment Transaction Price