CHINA PAYMENTS MERCHANT AGREEMENT



'CHINA PAYMENTS' MERCHANT TERMS OF USE

INTRODUCTION

Flexewallet is a Payment Service Provider licensed by the Australian Securities and Investments Commission (ASIC) (AFSL 448066) and registered with the Australian Transactions Reports and Analysis Centre (AUSTRAC) and is permitted to provide payment services in the manner and to the extent contemplated by its provision of the China Payments Service in accordance with the terms of this Agreement;

This Agreement sets forth the terms and conditions that apply to your access and use of the alternate payment solution platform that provides Chinese residents in Australia with a facility to pay for goods and/or services purchased in Australia from the Service Providers' Merchants (the "China Payments Service" or the "Service") as owned and operated by the Service Provider, its subsidiaries and/or affiliates.

The Service Provider and its subsidiaries and/or affiliates are collectively referred to herein as "we," "our," or "us".

This is a legal agreement between us and the entity or person doing business in their individual capacity ("you," "your," or "user") who registered for the provision of the China Payments Service through the completion and submission of the China Payments Merchant Application Form. These Terms describe the terms and conditions that apply to your use of the Service.

You may use the China Payments Service only as an option to receive non-cash payments for goods and services you offer. By accessing or using the Service you agree to these Terms.

We may amend these Terms at any time by posting a revised version on our website or by informing you directly via email to your designated email account. The revised version

will be effective at the time we post or send it to you, whichever occurs first. In addition, if the revised version includes a substantial change, we will provide you with 30 Days' prior notice of that substantial change.

Flexewallet Pty Ltd is located at Level 3, 461 Bourke Street, Melbourne, VIC, 3000, Australia

NOW, THEREFORE for good and valuable consideration as hereinafter agreed, and respecting the covenants, promises and mutual undertakings hereinafter written, the Parties agree as follows:

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1. DEFINITIONS

The following terms when used in this Agreement or any other document referred to herein, shall have the following meaning:

API means Application Program Interface.

China Payments Services means an alternate payment solution platform provided by Flexewallet that provides Chinese residents and/or visitors in Australia with a solution to make non-cash payments for goods and services, using Chinese leading payment methods.

Commission means the commission payable by the Merchant to Flexewallet in accordance with clause 7.

Confidential Information has the meaning given to that term in clause 10.

Customers means customers of the Merchant who purchase or acquire the Merchant's products and services through the Websites, Physical Points of Sale and/or other delivery channels communicated to the Service Provider during the on-boarding stage.

Illegal means in contravention of any Law.

Law means a statute, regulation, ordinance or other law in force in Australia and any other jurisdiction in which the Merchant offers to sell goods or services on the Website.

Party/Parties means the party/parties of this contract, Flexewallet, the Merchant or both together (plural).

Physical Point of sale means the address of the physical premises of the Merchant at which the payment transaction is initiated.

Portal means a gateway to a management system the Merchants can use to perform a number of activities related to the China Payments Services.

Settlement Amount means, in relation to a transaction, the transaction amount less the Commission.

Term means the period from the date this Agreement commences to the date it is terminated.

Website means the Merchant's website(s) on the internet, through which the Merchant offers its products and/or services for sale and includes any mobile or tablet application through which the Merchant's website may be

accessed and products/services may b e purchased by Customers.

2. SCOPE

- 1.1 The Service Provider provides an alternate payment solution platform that enables Chinese residents in Australia to pay for goods and/or services purchased in Australia from the Service Providers Merchants'
- 1.2 The Merchant agrees to offer and accept the China Payments Services as an option for non-cash payment for its goods and/or services provided through the website and/or through physical points of sale and other delivery channels, subject to these terms and conditions.

3. TERM AND TERMINATION

- 3.1 The Term of this Agreement shall commence upon and shall continue until it is terminated in accordance with its terms.
- 3.2 The Agreement may not be terminated by notice within the first twelve months of the Term. Following the first anniversary of the commencement of the Agreement, either Party shall be entitled to terminate the Agreement without cause by giving ninety (90) days written notice to the other Party, with termination to have effect at the end of the calendar month in which the notice period ends.
- 3.3 The Service Provider shall be entitled to terminate this Agreement with immediate effect if it has reason to believe that the Merchant conducts, engages in, facilitates, supports or promotes activities outside the scope of their declared business activities.

4. MERCHANT OBLIGATIONS

- 4.1 The Merchant may accept payment from Customers using the China Payments Services only in respect of the products/services that the Merchant offers for purchase.
- 4.2 The Merchant may accept China Payments Services as a means of payment on the Website or at the declared Physical Point of Sale. All URLs and Physical Points of Sale at which China Payments Services will be accepted as a means of payment are set out in the Application Form. Inclusion of China Payments Services as a means of payment at additional URLs and/or Physical Points of Sale of the Merchant shall be

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Notified to the Service Provider by providing an updated Application form.

- 4.3 The Merchant undertakes to comply with all Laws relating to its activities and business, including, but not limited to, applicable tax laws, anti-money laundering provisions, regulations relating to the protection of minors and laws relating to the provision of customer data on specific transactions to the Service Provider.
- 4.4 The Merchant undertakes to comply with applicable provisions on the protection of minors and to carry out an age check for "over 18" adult products that is in conformity with the Law, where applicable.
- 4.5 The Merchant undertakes not to offer any Illegal products or services on any Websites or Physical Points of Sale on which China Payments Services are accepted as means of payment.
- 4.6 The Merchant undertakes not to allow or facilitate any Prohibited Transactions as listed in Annex A.
- 4.7 The Merchant confirms that it holds all rights and licences that are necessary for providing the services offered on the Websites and/or Physical Points of Sale concerned and will do so for the term of the Agreement.
- 4.8 The Merchant agrees to immediately notify the Service Provider of any suspicious, fraudulent or unauthorised transactions.
- 4.9 The Merchant shall be responsible for resolving all disputes with customers and has sole responsibility for dealing with questions, complaints or enquiries raised by a customer involving a transaction using the China Payments Services.
- 4.10 The Merchant must keep his login information to the Portal, including his access name and password, secret and secure. The Merchant must also take all reasonable steps to keep his system secure and free from any unauthorised access or computer virus.
- 4.11 The Merchant shall in addition at all times comply with the Service Provider's policies, as amended from time to time and shall give Flexewallet audit rights during office hours on business days in relation to relevant consumer data relating to KYC information on individual customers specifically for regulatory, fraud and/or AML purposes.
- 4.12 When using the relevant service provided by the Service Provider under the Agreement, the Merchant shall ensure that its procedures for handling orders and the delivery or provision of goods and/or services offered by the Merchant are compatible with the settlement process of the China Payments Service.

- 4.13 The Merchant shall honestly and truthfully describe the China Payments Service provided by the Service Provider on its Websites and/or Physical Points of Sale. The Merchant shall not intercept any information of the buyer by technical or other illegal means for the purpose of placing orders or making online payments in place of the buyers.
- 4.14 The Merchant shall not employ any reverse engineering method to decipher all systems and procedures including but not limited to, software systems and procedures of the Service Provider, and shall not copy, amend, edit, consolidate and alter any systems or procedures (including but not limited to the source program, object program, software files, data processing in local computer storage devices, data from terminals of clients to servers, server data, etc.) and shall not amend the original functions of or add further functions to the software system of the Service Provider.
- 4.15 The Merchant agrees to allow the Service Provider to disclose personal information about the Merchant and the Merchants customers to China Payments related entities, third party service providers and regulators for the purpose of providing the service and complying with regulatory requirements. The Merchant agrees to obtain consent from their customers to allow China Payments to pass the customers personal information onto third parties for the reasons stated above.

5. SERVICE PROVIDER'S OBLIGATIONS

- 5.1 The Service Provider shall be responsible for the establishment, operation and management of the China Payments Service and the Portal.
- 5.2 The Service Provider has the right to obtain trading information such as orders received by the Merchant, logistics and delivery, amount of transaction, etc. The Service Provider shall retain such information for 7 years or more. If the Service Provider requests such information, the Merchant shall provide such information within three (3) calendar days upon request.
- 5.3 The Service Provider shall be responsible for receiving and dealing with complaints arising from defects of the China Payments Service or relating to disputes pertaining to settlements. The Merchant acknowledges and agrees that, the Service Provider, as a payment service provider, only provides the relevant payment service under the Agreement, and shall not be held liable for any other dispute between the Merchant and any other party relating to payments conducting by utilising the China

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Payments Service, including but not limited to disputes pertaining to the quality and/or quantity of the Merchant's products and/or services, the settlement amount and the delay in delivery.

- 5.4 The Service Provider shall provide the Merchant with all the required information and guidance relating to interface technology, files, etc. necessary for the performance of the Agreement.
- 5.5 The Service Provider may use its own resources to promote its business interests under the spirit of cooperation with the Merchant, provided that the method of promotion shall be discussed and mutually agreed by both Parties.
- 5.6 All information published, and all commercial activities conducted by the Service Provider must be in strict compliance with the current laws and regulations, and requirements the current of government, regulatory and administrative bodies, industrial and commercial group etc. The Service Provider shall be solely responsible for all complaints and disputes arising from any false, obsolete, incorrect or omitted information on its website.

6. TERMS OF USE

6.1 During the Term the Merchant is licensed by the Service Provider to use the China Payments Services logo (Logo) on its Website, Physical Point of Sale payments related advertising materials. The Logo will be provided by the Service Provider execution immediately upon of this Agreement. The Merchant shall place the Logo at a place and in a size that is suitable for that purpose and agrees to comply with any display conventions provided by the Service Provider in writing.

7. PROCESSING OF PAYMENTS

- 7.1 The Service Provider will enable Customers to pay for goods and/or services by using E-Wallets issued by AliPay, WeChat Pay, UnionPay and any other means of payment that the Service Provider might include in its service offering in the future.
- 7.2 The Service Provider shall process each payment to the Merchant's nominated bank account between T+1 and T+3 or as otherwise mutually agreed in writing.
- 7.3 The Service Provider will provide the Merchant with access to the Portal, where

the Merchant can track and manage his transactions. The Service Provider accepts no responsibility for any inability to use the Portal that arises from an issue between the Merchant and his network or communication provider.

- 7.4 The Service Provider shall have no liability to the Merchant for any failure to perform any of its obligations under this agreement if and to the extent that such failure is due to any material delay or other material default on the part of the Merchant to perform its obligations under this agreement, and parties further agree that this clause shall only absolve The Service Provider from aforementioned liability in so far as and to the extent that liability arises from Merchant's material default.
- 7.5 In case of a Merchant's customer/buyer rightfully requesting a refund or payment that was incorrectly executed due to an error, the Merchant can access the refund management system in the Portal and order a refund of the funds into the customer's ewallet. Merchants can only refund the balance that is not yet settled to their bank account. If a Merchant doesn't have sufficient unbalanced funds in their account to support the refund, the Merchant must top up their account before ordering the refund.

8. MERCHANT SERVICE CHARGES

- 8.1 All fees associated with Flexewallet providing China Payments Services Merchant facilities to the Merchant are going to be detailed within a separate document provided to the Merchant prior or during the on-boarding stage ('Merchant Fees') which is hereby incorporated into this Agreement by reference.
- 8.2 The Service Provider may amend the Merchant Fees at any time by informing the Merchant directly via email to its designated email account. The revised Merchant Fees will become effective 30 days after the initial notice is sent.
- 8.3 If the Merchant considers that the revised Merchant Fees may have an adverse effect to its business, notwithstanding Clause 3, it shall forthwith notify the Service Provider in writing and cease using the China Payments Service. The Parties shall then proceed with the relevant formalities to discharge the Agreement. If the Merchant continues to use the China Payments Service, the Merchant

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shall be deemed to have confirmed the new Merchant Fess as administered by the Service Provider

9. DISBURSEMENT

- 9.1 The Service Provider will ensure that the Settlement Amount will be transferred to the Merchant by Flexewallet as per Clause 7.2.
- 9.2 Settlement shall be effected in the currency used for the payment of the Merchant's goods and/or services.
- 9.3 Any bank fees or handling costs incurred for receiving funds are to be paid by the Merchant.
- 9.4 The Service Provider is entitled to withhold transfer of the Settlement Amount if it has reasonable grounds to believe that the Merchant offers or provides Illegal goods and/or services and/or services and/or is undertaking activities that may constitute money laundering or fraud.

10. CONFIDENTIAL INFORMATION

- 10.1 Confidential Information means this Agreement and any information of, or relating to, the businesses (including without limitation any person with whom a Party has entered into a joint venture, strategic alliance or other business arrangement), systems, operations, customers, properties, assets or affairs of a Party or its related bodies corporate which is or has been disclosed by the disclosing Party to the receiving Party or learnt or acquired by the receiving Party under or in connection with this Agreement, whether orally, electronically or in writing, together with documentation or information that is marked as "confidential", other than any information which was already available and/or has been requested to become available by a relevant Authority. The Parties undertake to keep strictly secret all Confidential Information and the obligation to maintain confidentiality shall apply during the Term and for three years after termination of this Agreement.
- 10.2 Either Party shall disclose Confidential Information only to those members of its enterprise and/or its agents who require such information for handling the business relationship and who are subject to duties to maintain confidentiality that are at least equivalent to the provisions contained herein.
- 10.3 The obligations in this clause 10 do not apply to the extent disclosure is required by Law, the rules of a stock or securities

exchange applying to a Party or a related body corporate of a Party or a regulatory or government authority.

11. INTELLECTUAL PROPERTY

- 11.1 Any and all texts, pictures, charts, sound files, animation files, video files and other content and files provided by the Service Provider or its affiliates are the intellectual property of the Service Provider or third parties and are protected by copyright, trademark rights, or other intellectual property rights.
- 11.2 The Merchant shall neither change nor configure, modify or transfer the software to third parties and shall use the same only to the extent granted under the licence hereunder. The Merchant must comply with terms and conditions of use and licence regulations notified by the author or the Service Provider in respect thereof, as the case may be.
- 11.3 All rights to use the software plus documentation shall expire upon termination of this Agreement.

12. DATA PROTECTION/SECURITY

- 12.1 The Merchant and the Service Provider undertake to provide appropriate data protection and to ensure confidentiality, availability and accuracy of data. They shall, particular, be obliged to ensure reasonable protection of their systems against unauthorised or accidental destruction, accidental loss, technical errors, falsification. theft. unlawful unauthorised alteration, copying, access and other unauthorised activities.
- 12.2 The Merchant and the Service Provider are obliged to securely process and maintain privacy of data, and therefore must obtain, including but not limited to, any permits, licences, or certificates that may become necessary. The Parties mutually agree that the obligations that arise under this clause 11 shall, also, be imposed on their agents and/or affiliated companies.

13. REPRESENTATIONS & WARRANTIES

- 13.1 Each Party represents, warrants and undertakes that:
- (a) it has the full right, power, legal capacity and authority to perform its obligations under this Agreement;

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- (b) it complies and shall continue to comply with all applicable legislation; and
- (c) it has and shall maintain (as applicable) for the duration hereof all necessary licences, consents and approvals for the provision of the services in accordance with this Agreement.
- 13.2 In the event of a breach by the Service Provider of the warranties in this Section, without limiting any of its other rights under this Agreement, the Merchant's sole remedy will be termination of this Agreement pursuant to Section 3.
- 13.3 In the event of a breach by the Merchant, without limiting any of its other rights under this Agreement, Flexewallet may, at its sole discretion, either immediately suspend the provision of China Payments Services and obligations under this Agreement or immediately terminate this Agreement.
- 13.4 The Merchant acknowledges and agrees that:
- (a) although the Service Provider will use commercially reasonable efforts to take actions it deems appropriate to remedy and avoid disruptions with respect to the Merchant's use of China Payments Services, the Service Provider cannot guarantee that such events will not occur and the Service Provider excludes any and all liability resulting from, or related to, such events;
- (b) the services are provided solely on an "as is" basis, and the Merchant's use of the China Payments Services is at its sole risk; and
- (c) the Service Provider does not warrant that the services will be uninterrupted, error-free, or completely secure.
- 13.5 The Merchant represents and warrants that:
- (a) all information provided under this Agreement is true, accurate and complete and does not impersonate any other person or use a name without authorisation to use that name; and
- 13.6 it will not violate any applicable Law or cause a breach of any of the Service Provider's third-party agreements, in connection with the performance of its obligations and use of the China Payments Services.

14. LIMITATION OF LIABILITY AND INDEMNITY

- 14.1 Except for the warranties expressly set out in this Agreement and to the extent permitted by the Law, the Service Provider expressly exclude all conditions and warranties, whether express or implied, statutory or otherwise.
- 14.2 Notwithstanding clause 14.1, neither Party excludes or limits its liability to the other Party for death or personal injury resulting from the negligence of that Party or its directors, officers, employees, agents or sub- contractors or for its own fraud (or that of its directors, officers, employees, agents or sub- contractors).
- 14.3 Notwithstanding any other provision of this Agreement, the liability of each Party to the other Party for loss and damage shall be limited as follows:
- (a) The maximum aggregate liability of the Service Provider for any and all direct loss or damage arising under the Agreement shall be no more than the aggregate amount of the Commission actually paid to the Service Provider in the 12-month period prior to the date of the relevant act or omission which lead to the direct loss or damage; and
- (b) Any liability for any consequential or indirect loss or damage, loss of data or loss of profits, howsoever caused is hereby excluded to the fullest extent permitted by Law.
- 14.4 The Merchant shall release and indemnify the Service Provider and any retailer that uses China Payments Services from any claims, demands or losses of a Customer caused by non-acceptance of China Payments Services by the Merchant; or any assertion of claims under warranty, claims for damages or other claims with regard to the goods and services offered by the Merchant.
- 14.5 The Merchant shall release and indemnify the Service Provider from liability for damage caused by the Merchant if it:
- (a) operates Illegal systems, offers Illegal products and/or services or acts as an agent for or solicits Illegal activities for third parties;
- (b) engages in Illegal marketing activities for its goods and services; or
- (b) fails to check the age of the prior to selling goods and services that are suited

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only for persons above the age of 18 or a different age limit.

- 14.6 Without limiting any other provision in this Agreement, the Merchant shall fully harmless and defend indemnify. hold (collectively "indemnify" and "indemnification") the Service Provider and its directors, officers, employees, agents, shareholders and related bodies corporate (collectively, Indemnified Parties) from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to reasonable solicitor's fees and costs), whether or not involving a third party claim, which arise out of or relate to:
- (a) any breach of any representation or warranty of the Merchant contained in this Agreement; and
- (b) any breach or violation of any term, covenant, undertaking or other obligation or duty of the Merchant under this Agreement or under applicable Law, in each case whether or not caused by the negligence of Flexewallet or any other Indemnified Party and whether or not the relevant claim has merit.

15. MISCELLANEOUS PROVISIONS

- 15.1 Neither Party shall be liable for damage caused by force majeure, riot, war and/or Acts of God or by other events (e.g. strike, lock-out, traffic disruption, political risk) which are beyond the control of that Party.
- 15.2 This Agreement shall be governed and construed in accordance with the laws of Victoria, Australia and the Parties submit to the exclusive jurisdiction of the Australian Courts.
- 15.3 If a provision of this Agreement is or becomes ineffective in whole or in part, the validity of the remaining provisions shall not be affected thereby.
- 15.4 The waiver of any breach in this Agreement will not constitute a waiver of any subsequent breach or default and will not negate the rights of the waiving Party.
- 15.5 The Merchant must not assign or transfer this Agreement, or its interest, without the prior written consent of the Service Provider. The Service Provider shall be entitled to assign and/or transfer its rights and obligations under this Agreement to its affiliated companies in whole or in part. The Merchant hereby gives its irrevocable

consent to such transfer.

- 15.6 Modifications of or amendments to the Agreement, including any special or supplemental agreements, shall be made in writing.
- 15.7 Any notice or other communication to be given under this Agreement shall be in writing
- 15.8 The relationship between the Parties is solely as independent contractors, and this Agreement will not establish any partnership, joint venture, employment, franchise or agency between Flexewallet and the Merchant. Neither Flexewallet nor the Merchant will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.
- 15.9 This Agreement constitutes the sole, final and entire agreement between the parties, and supersedes any prior agreements or understanding.

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Annex A

Alipay Prohibited Transactions List

1	Illegal political products and publications
2	Illegal political program channels
3	State secret documents and information
4	Pornographic and vulgar audio visual products, channels, and publications
5	Pornographic and vulgar erotic services
6	Gambling
7	Gambling devices and accessories
8	Lottery
9	Narcotics and related accessories
10	Weapons of all types (including daggers, firearms and accessories, replica weapons, ammunitions and explosives)
11	Military or police equipment
12	Illegally obtained proceeds or properties as result of crime
13	Poisonous or hazardous chemicals
14	Batons and electric batons
15	Lock picking tools and accessories
16	Anesthetic, psychotropic or prescription medicine; illegal unregistered medicine
17	Fetal gender determination
18	Aphrodisiac
19	Online sale of medical services, including medical consulting, hypnotherapy, plastic surgery
20	Hacking services or accessories
21	Malwares
22	Illegal publication of certificates or carving of stamps
23	Crowd funding
24	Video chatting services
25	All religious websites, publication or accessories
26	Online cemeteries and ancestor worshipping
27	Sales of personal information (e.g. identity card information)
28	Espionage equipment and accessories
29	Services or products that infringe on personal privacy (e.g. online activity monitoring)
30	Pyramid schemes and multi-level marketing
31	Gold investment
32	Cashback from Alipay account
33	Counterfeit currency
34	Illegal sale of financial information (e.g. bank accounts, bank cards)
35	Stock and securities





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36	Mutual Funds
37	Insurance products and platforms
38	Financial products and services
39	Rebate or cashback services
40	Software or products related to trading of financial products and information
41	Single-purpose prepaid cards (including gift cards and other stored value cards)
42	Illegal or un-registered fund-raising activities
43	Foreign exchange services
44	Peer to peer (P2P) lending services
45	Payment by instalments service
46	Trading in invoices issued within the Peoples' Republic of China
47	Trading or sale of virtual currencies (e.g. Bitcoin, Litecoin)
48	Satellites antennas
49	Archaeological and cultural relics
50	Trading or distribution of currency (both RMB and foreign currencies)
51	Counterfeit or replica food products
52	Online sale of tobaccos and cigarettes
53	Fireworks and firecrackers
54	Crude oil
55	Human organs
56	Surrogacy services
57	Services to facilitate plagiarism and examination fraud
58	Protected species
59	Smuggled goods
60	Sales of distribution of event tickets without license (e.g. Olympic Games or World Expo tickets)
61	Seeds
62	Real estate
63	Charitable Organizations
64	Auction sites and services
65	Pawn services
66	Lucky draws
67	Sale of animals, plants or products with contagious and hazardous diseases
68	Sale of animals, plants or products originating from areas declared with an epidemic outbreak of contagious diseases
69	Services or products facilitating unlawful public gathering

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Schedule 1

Merchant Acceptance Policy

The Service Provider will not approve a Merchant if:

- 1. The Website(s), Physical Point(s) of Sale or activity undertaken will be deemed to be insensitive and /or promote hate, illegal activities or Prohibited Transactions as listed in Annex A.
- 2. The Merchant has not provided all the information required for KYC (Know Your Customer) purposes to the complete satisfaction of the Service Provider.
- 3. All rights, licenses, permits and authorisations necessary to enable the Merchant to operate the business and comply with all relevant laws and regulations are not obtained.
- 4. There is significant derogatory background information about the Merchant and/or any person, body or organisation associated directly or indirectly with the Merchant. This will include directors, employees, partners, principals and shareholders. The Service Provider has the right to request any information in this regard from the appropriate sources including using credit reports, trade and bank references, criminal records, PEP, DFAT and other sanction databases, and personal and business financial statements.
- 5. A valid URL address is not linked to a working website or will not exist prior to the Merchant being activated. The URL must link directly to web pages that contain information about the Merchant's service or products. Links that redirect through or to domains other than the one specified by the Merchant in the Application form will not be accepted.
- 6. In the sole opinion of the Service Provider, false, confusing or misleading statements are made directly or indirectly by the Merchant or if there is a failure to disclose a material fact about their programs, products or services, or any aspect thereof.
- 7. The procedures and controls required by Flexewallet, including Anti Money Laundering and Anti-Terrorist Funding controls, are not implemented.

Monitoring and Compliance

The Service provider's Operations Department will, on an ad hoc basis, review live Merchants to monitor compliance with the above guidelines. The Service Provider will suspend or terminate a non-complying Merchant, subject to the terms of the Merchant's contract.

A Merchant must not be involved or associated with any activities or materials which may infringe, dilute, denigrate, or impair the goodwill and/or reputation of the Service Provider's brand.

The Service Provider will not under any circumstances knowingly approve Merchants associated directly or indirectly with the following products or services:

- Terrorism, Racism and Violence: products and associated websites which in any way promote violence or advocate violence against a target group. A target group is distinguished by its race or ethnic origin, colour, national origin, religion, disability, sex, age, veteran status or sexual orientation/gender identity.
- Body parts: promotion, sale or dealings of nature in body parts or human remains or the nonconsensual mutilation of a person or body part.
- Copyright unlocking devices: mod chips or other devices designed to circumvent copyright protection.
- Abusing copyright or counterfeit goods: All products and services presented by Merchants must respect copyright and trademark law. Unauthorised or "bootleg" copies of media, software, or other licensed or protected material will not be acceptable. In addition, products that are replicas or imitations of designer goods; products without a celebrity endorsement that would normally require such an association, fake autographs, counterfeit stamps, and other potentially unauthorized goods will also fall into this category.

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- Drugs, drug paraphernalia, and drug test circumvention aids: promotion of illegal drugs and drug accessories, including herbal drugs such as salvia and magic mushrooms and drug test circumvention aids and products such as drug cleansing shakes and urine test additives.
- o Illegal goods and services: materials, products, or information promoting illegal goods or enabling illegal acts e.g. illegal knives or other illegal weapons. Other examples included in this category are manuals, how-to guides, information or equipment enabling illegal access to software, servers, websites, or other protected property and products that descramble cable and satellite signals in order to obtain free service.
- o False representation: fake IDs, passports, diplomas, and noble titles.
- Personal Information: content that includes contact or personal information about another individual without their permission.
- Adult Merchants associated directly or indirectly to child pornography and underage sex, bestiality, incest, rape, brutality, forced sex or prostitution
- o Pyramid Schemes but legitimate Multi-level Marketing businesses will be acceptable.
- IP anonymizers or private VPNs or any similar service which has the intention of hiding the true identity of a computer or device.
- Prohibited Transactions: any and all prohibited transactions listed in Alipay's Prohibited Transactions List in Annex A.