



Changes to Letter of Offer for the provision of Alipay Merchant Services

1. All references to Alipay are changed to Alipay+.
2. The text under “Approved foreign currency” is deleted and replaced with:
For the purposes of clause 9.1(k) of the Master Terms, we confirm that any foreign currency permitted by Alipay+ is designated as an approved foreign currency that you are authorised to use for Alipay+ transactions.
3. Appendix 1 is deleted and replaced with:

Appendix 1: Alipay+ Terms & Conditions

1. Refunds

- a. Refunds can be processed up to 365 days from the date of the original purchase Transaction. The refund amount cannot exceed the value of the original purchase Transaction and will be processed with the same exchange rate as the original purchase Transaction.
- b. You must ensure that your refund policy advises Alipay+ Users of the time limitation on applying for a refund e.g. whether that is 365 days or less from the date of the transaction.

2. Alipay+ Payment Policies

- a. You must not charge a surcharge fee to recover your Alipay+ Merchant Service Fee from the User.

3. Storage of Transaction Information

- a. You must retain records for each Transaction for the period of 5 years after completion of the Transaction and make them available to Alipay+ within 14 days of request from us. If Transaction Evidence is required by any regulatory or governmental agencies, you will provide us with Transaction Evidence within 5 working days of request from us.

4. Anti-Money Laundering requirements

- a. You agree to co-operate with BNZ in the event of any reasonable due diligence Alipay+ conducts on BNZ’s anti-money laundering, counter-terrorism financing and sanctions policies and procedures.

5. Intellectual Property

- a. You have during the term of this Merchant Agreement, a license to use the relevant intellectual property rights in the Alipay+ Services, the Alipay+ Platform and the Alipay+ branding and logo solely for using the Alipay+ Services in accordance with this Agreement. Such license is non-exclusive, non-sublicensable and non-transferrable, and may be modified or revoked any time during the term of this Merchant Agreement. You shall be permitted to use Alipay+ branding and logo solely as required for using or promoting the Alipay+ Services.
- b. You agree that the licenses granted under this clause and your use of such intellectual property rights under this Merchant Agreement will not confer any proprietary right, and you agree to take reasonable care to protect all such intellectual property rights from infringement or damage and cease all use of such intellectual property rights immediately upon termination of this Merchant Agreement.
- c. The parties agree that there is no intention to create new intellectual property rights under this Merchant Agreement. If new intellectual property rights are created, the parties will negotiate in good faith to agree ownership and licensing rights in respect of such intellectual property.
- d. You grant a licence in favour of BNZ, Alipay+, its Affiliates and/or the Payment Method Provider, the right to use your intellectual property on Alipay+’s, its Affiliates’ or Payment Method Provider’s website, wallet application and marketing and promotional materials, for the purpose of identifying BNZ or you as a user of Alipay+ Services.

For the purposes of the above the following words have the following meanings:

Affiliate	<p>means:</p> <ul style="list-style-type: none"> i. a director, officer, partner, member, manager, executor or trustee of such person; and ii. any person directly or indirectly controlling, controlled by, or under common control with, that person. <p>For the purposes of this definition, “control”, “controlling” and “controlled” mean having the right to elect a majority of the board of directors or other comparable body responsible for the management and direction of a person by contract, by virtue of share ownership or otherwise.</p>
Alipay+	means Alipay Singapore E-Commerce Private Limited, a company incorporated in Singapore
Alipay+ Platform	means the payment processing system developed by Alipay+.
Alipay+ Services	<p>means the following services:</p> <ul style="list-style-type: none"> i. electronic payment processing for Transactions via the Alipay+ Platform; ii. reconciliation and settlement of Transactions with BNZ; and iii. other related services and ongoing technical support in connection with any of the above.
Applicable Law	means any law, regulation, rule, requirements, judgment, decree, order or directive, including without limitation, any global, federal, country, state or local laws, rules and regulations and including those issued by governmental or regulatory authorities having jurisdiction over Alipay+ or BNZ, that are applicable to Alipay+ or BNZ or its business or which Alipay+ or BNZ is otherwise subject to.
Payment	means the transfer of a Transaction Value from a User to you which is routed, cleared and settled through Alipay+ Services.
Payment Method	means a product issued by a Payment Method Provider to a User (such as an electronic wallet) which allows that User to make a payment to a merchant which the merchant receives through the use of, or in reliance on, Alipay+ Services.
Payment Method Provider	means a person in its capacity as a payment method provider where it issues a Payment Method to a User, enters into a user agreement with a User or processes a Payment for a User.
Product	means all goods, products, services and/or items that you make available for sale to any person, including Alipay+ Users.
Transaction	means the transaction between you and a User in respect of goods or services made in person at your store, which gives rise to a Payment.
Transaction Evidence	means such evidence as Alipay+ reasonably requires, including the names and prices of the Product(s) to which the disputed Payment relates, together with relevant proof that the Product(s) have been properly delivered or rendered to the User, and, without limitation, video footage (e.g. CCTV), Transaction receipt and the name and contact information of the User who made Payment for the Product (if collected by you), the provision of which shall always be subject to Applicable Law.
User	means a person who has obtained a Payment Method from a Payment Method Provider.

4. Appendix 2 is deleted and replaced with:

Appendix 2: Alipay+ Prohibited Products List

1.	Illegal political audio-visual 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 devices and accessories
7.	Lottery
8.	Gambling service
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 prohibited by Applicable Law and/or the laws of the People's Republic of China
14.	Batons and electric batons
15.	Lock picking tools and accessories
16.	Anaesthetic, psychotropic or prescription medicine prohibited by the People's Republic of China; illegal unregistered medicine
17.	Foetal gender determination
18.	Aphrodisiac
19.	Medical services, including medical consulting, hypnotherapy, plastic surgery
20.	Hacking services or accessories
21.	Malwares
22.	Software or services that may jeopardize the reputation and goodwill Alipay+ or any of its Affiliates or related party
23.	Illegal publication of certificates issuing or carving of stamps
24.	Crowd funding
25.	Video chatting services
26.	All religious websites, publication or accessories
27.	Online cemeteries and ancestor worshipping
28.	Sales of personal information (e.g. identity card information)
29.	Espionage equipment and accessories
30.	Services or products that infringe on personal privacy (e.g. online activity monitoring)
31.	Pyramid schemes and multi-level marketing
32.	Gold investment
33.	Cash disbursement from credit funding sources (e.g. credit cards)
34.	Counterfeit currency
35.	Illegal sale of financial information (e.g. bank accounts, bank cards)
36.	Stock and securities
37.	Mutual Funds
38.	Insurance products and platforms
39.	Financial products and services
40.	Rebate or cashback services

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