

## **Alipay Europe Consumer Account User Terms and Conditions**

**(September 2021)**

These Terms and Condition govern your access and use of the Alipay Account. The Alipay Account is an account with Alipay (Europe) Limited, S.A. (“**Alipay**”) which allows you to benefit from card binding services. For the avoidance of doubt, this does not constitute a payment account or electronic money account. You need an account with the Platform Operator Website (“**AliExpress Account**”) and need to be a resident in the European Economic Area in order to open, access, use and maintain an Alipay Account. By activating an Alipay Account, you agree to the present terms and conditions. To the extent there is any duplication or conflict with terms under the Alipay Service Agreement (available at <https://render.alipay.com/p/f/agreementpages/alipayserviceagreement.html>), the provisions in these Terms and Conditions shall prevail. Alipay will be providing only card binding services (i.e. data storage services) to you under the present terms and conditions. No regulated payment service or electronic money related service will be provided to you by Alipay at this stage.

### **1. PROVISION OF CARD BINDING SERVICE (DATA STORAGE)**

Where you have an Alipay Account you have the possibility to link a payment instrument to such account (i.e. to register information on payment instruments provided by third party payment service providers to you such as your debit card or credit card), to facilitate your transactions on the Platform Operator Website.

Such registration is independent of the activation of an Alipay wallet (which is a separate product offered by Alipay and subject to separate terms and conditions) and Alipay would in this context only provide data storage services to you by storing your linked debit card or credit card data (and for the avoidance of doubt Alipay would not provide any payment services, nor electronic money related services or any other financial services).

The linking of a payment instrument to your Alipay Account helps to facilitate future payments as you do not have to re-enter your payment data each time you purchase a good or service via your AliExpress Account if you use the same payment instrument, subject to normal security checks. Such future payments will be executed by the issuer of your linked debit card or credit card and not by Alipay, who will only store data on such cards for facilitation purposes as explained above.

We require you to provide us with accurate and complete information when registering for or using the card binding service. You agree to keep this information up-to-date at all times to ensure its completeness and accuracy. We may request additional information or documentation from you for the provision of the card binding service. You agree that you will provide such information or documentation promptly to us upon request. If you do not provide such information or documentation promptly, we may impose restrictions on your use of the card binding service or terminate it.

## **2. USE OF PERSONAL DATA**

Alipay will collect, process, store and use your card data and any other personal data we may collect solely in accordance with the privacy policy and in accordance with applicable European and national data protection law. Details can be found in Alipay's privacy policy at <https://global.alipay.com/docs/ac/Platform/hi1wau#wbrLk> (the "Privacy Notice").

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

3.1 In relation to professional secrecy obligations applicable to us arising under the Payment Services Law, you expressly authorise and instruct Alipay to transfer any data regarding yourself, including but not limited to your card details or other information on your Alipay Account, to other members of the Alipay Group and third parties based in China, Singapore, the United States or other countries in which members of the Alipay Group or the relevant third parties are established, in the context of outsourcing arrangements linked to various operational and technical functions of the services provided hereunder.

3.2 The transfers referred to in Clause 3.1 shall be carried out at all times in accordance with the Privacy Notice. For the avoidance of doubt, the consent requested under this Clause 3 is intended for financial regulatory purposes only and does not constitute the legal basis for the transfer of your personal data under the Privacy Notice.

## **4. FEES**

4.1 We do not currently charge any fees relating to your Alipay Account.

## **5. CLOSURE OF YOUR ALIPAY ACCOUNT**

5.1 You may request that we close your Alipay Account and that we terminate the provision of the card binding services to you at any time by contacting our customer support team or in any other way that we may make available to you from time to time. The customer support team is available through the 'help centre' on the Platform Operator Website.

5.2 If you request a deletion of your AliExpress Account or if you delete your AliExpress Account, such request or deletion shall also constitute a request to close your Alipay Account and to terminate our provision of the card binding services to you.

## **6. AMENDMENTS**

6.1 We may make changes to these Terms and Conditions in the event of changes in legal or regulatory provisions or in case law, changes in market practice or market conditions, changes to the functionality of your Alipay Account, changes to the business requirements of Alipay or to ensure compliance with applicable law or regulation, by posting an updated version on the Platform Operator Website or communicating with you in this respect via other channels. Any such changes shall come into immediate effect unless we notify you otherwise. If you object to the proposed changes, you may terminate the provision of your Alipay Account services.

## 7. **DISCLAIMER**

- 7.1 You are responsible for safeguarding your security/connection details for the Alipay Account and we are not responsible if your card details linked to your Alipay Account is lost, stolen or used without your permission as a result of such failure by you to safeguard those details. You shall notify us as soon as possible if you become aware that your security/connection details for the Alipay Account have been compromised.
- 7.2 Alipay shall not be liable to you under these Terms and Conditions except with respect to compliance with applicable data protection laws and any liability that cannot be limited or excluded under applicable law.

## 8. **COMMUNICATIONS AND NOTICES**

- 8.1 We will usually contact you through the Platform Operator Website. We may also contact you in any other methods as agreed with you.
- 8.2 These Terms and Conditions and other documents relevant to your Alipay Account are available on the Platform Operator Website.
- 8.3 You may contact us via the ‘help centre’ on the Platform Operator Website.

## 9. **TERMINATION**

- 9.1 Subject to the below, these Terms and Conditions are concluded for an indefinite term and will continue to exist until such time as all obligations contemplated thereunder are satisfied.
- 9.2 We may terminate provision of the card binding services by giving you not less than 30 days’ prior notice.
- 9.3 You may close your Alipay Account and terminate the receipt of the card binding services at any time and without notice period in accordance with Clause 5. You will not be charged any fees in connection with such a termination.
- 9.4 Your Alipay Account will be closed in accordance with Clause 5 if you or we terminate the receipt or provision of card binding services pursuant to Clause 9.2 or Clause 9.3 (as applicable).

## 10. **GENERAL TERMS**

### 10.1 **Governing law and jurisdiction**

- 10.1.1 These Terms and Conditions shall be governed by the law of the Grand Duchy of Luxembourg.
- 10.1.2 Clause 10.1.1 does not prejudice your ability to rely on any Mandatory Rules (including consumer protection requirements) which apply under the laws of your country of residence.

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

10.1.4 The foregoing is without prejudice to your right to bring a claim in any other competent courts with jurisdiction, such as the country in which you reside.

## 10.2 **Language**

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

## 10.3 **Entire agreement**

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

## 10.4 **Assignment**

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

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

## 10.5 **Force Majeure**

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

## 10.6 **Additional Products/Services**

When you have an Alipay Account, you are also given the possibility to participate in promotions offered by Alipay and/or activate the e- wallet functionality which are

subject to their separate terms and conditions respectively which will be communicated to you separately.

## SCHEDULE 1

### GLOSSARY

Unless the context otherwise requires, the following expressions shall have the following meanings in these Terms and Conditions:

"**Alipay**" means Alipay (Europe) Limited, S.A. and includes its successors and assigns. Alipay is a public limited liability company (*société anonyme*) organised under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (R.C.S. Luxembourg) under number B188095 with registered address 9, rue du Laboratoire, L-1911 Luxembourg, Grand Duchy of Luxembourg and authorised by the Luxembourg Minister of Finance and supervised by the Luxembourg Financial Sector Regulator (*Commission de Surveillance du Secteur Financier*) as an authorised electronic money institution under the Payment Services Law. Alipay can be found on the CSSF register of supervised entities (<https://supervisedentities.apps.cssf.lu/index.html?language=en#Home>) under number W00000009. For the avoidance of doubt, the services provided by Alipay under these Terms and Conditions are not regulated by the CSSF.

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

"**Platform Operator Website**" means the website or mobile application from which goods or services can be purchased from the AliExpress group of companies and from which you can also, among other things, register and create an Alipay Account.