

## Supplementary Terms and Conditions for the World Card

### 1. These Supplementary Terms and Conditions

- 1.1. These supplementary terms and conditions (these **"Supplementary Terms and Conditions"**) for the World Card govern your use of cards issued by Alipay Merchant Services Pte. Ltd. (**"Alipay MS"**) (each, a **"World Card"**).
- 1.2. These Supplementary Terms and Conditions supplement, and must be read together with, the World Account Terms and Conditions (the **"Terms and Conditions"**) governing the World Account service provided to you by Alipay MS.
- 1.3. You can obtain a copy of the latest version of these Supplementary Terms and Conditions by contacting Alipay MS in accordance with clause 14.1 of the Terms and Conditions or by downloading them from the Alipay MS website.
- 1.4. By applying for, or using, the World Card, you confirm that you accept and agree to these Supplementary Terms and Conditions in their current form, as published on the Alipay MS website, and that the Terms and Conditions will be supplemented as set out in these Supplementary Terms and Conditions with immediate effect.
- 1.5. Capitalised terms used in these Supplementary Terms and Conditions shall have the meanings given to them in the Terms and Conditions unless otherwise defined herein.
- 1.6. Where you hold more than one World Card, references to "World Card" herein refer to each of your World Cards.
- 1.7. In these Supplementary Terms and Conditions, references to "you" refer to any holder of a World Card, whether that is a holder of a World Account, an Authorised User or an Authorised Card User.
- 1.8. Any breach of these Supplementary Terms and Conditions will constitute a breach of the Terms and Conditions.
- 1.9. In the event of a conflict between these Supplementary Terms and Conditions and the Terms and Conditions, these Supplementary Terms and Conditions shall prevail.
- 1.10. Alipay MS may amend these Supplementary Terms and Conditions from time to time in accordance with the Terms and Conditions.

### 2. The World Card

- 2.1. A World Card can be used to make payments for transactions directly related to your business' stated activities.
- 2.2. Your World Card is linked to your World Account and you can only make a payment using your World Card (each, a **"Card Payment"**) provided that you have enough balance in your World Account to support such Card Payment, including any applicable fees and/or any foreign exchange costs.
- 2.3. If the value of a proposed Card Payment is greater than the balance in your World Account, the proposed Card Payment will be declined.
- 2.4. No credit will be provided or offered under or in connection with your World Card.
- 2.5. A World Card may be issued in the form of a virtual card or a physical card.
- 2.6. You must not use your World Card:
  - 2.6.1. for personal transactions or on behalf of other third-party businesses;
  - 2.6.2. for or in connection with any unlawful activity including but not limited to fraud, money laundering and terrorism financing;
  - 2.6.3. in any manner that breaches these Supplementary Terms and Conditions, the Terms and Conditions and/or Applicable Law; or
  - 2.6.4. in connection with a Prohibited Category (as defined in Schedule 1 hereto).
- 2.7. You must notify Alipay MS promptly if you become aware or suspect that your World Card has (or may have) been used in any of the ways listed in clause 2.6.

- 2.8. Any Card Payment made in connection with a Prohibited Category will be declined.

### 3. World Card Holders

- 3.1. Subject to clause 3.4, to apply for a World Card, you must be the holder of a World Account, which is valid, active and functioning and is not suspended, restricted or terminated.
- 3.2. To be eligible for a World Card, you must successfully pass Alipay MS' checks and your business must be organised or registered in a supported country, region or territory.
- 3.3. You may apply for more than one World Card and each of your World Cards will be linked to your World Account.
- 3.4. An Authorised User of your World Account may also apply for a World Card.
- 3.5. You or an Authorised User may apply for a World Card to be issued to one of your directors (an **"Authorised Card User"**).
- 3.6. These Supplementary Terms and Conditions shall also apply to the use of any World Card by an Authorised User and/or an Authorised Card User and you will ensure that each Authorised User and Authorised Card User complies with these Supplementary Terms and Conditions.
- 3.7. You agree that you shall be responsible for all Card Payments made by an Authorised User and/or an Authorised Card User.
- 3.8. Alipay MS may impose a limit on the number of World Cards that can be issued to a party.

### 4. Card Payments

- 4.1. You authorise Alipay MS to use funds from your World Account balance to settle your Card Payments, including any applicable fees and/or any foreign exchange costs.
- 4.2. Upon you making a Card Payment, Alipay MS may, at any time, without notice to you use funds from your World Account to settle such Card Payment on your behalf, including any applicable fees and/or any foreign exchange costs.
- 4.3. Alipay MS may at any time, without notice to you, use funds from your World Account to settle any liability that is due and payable to Alipay MS in connection with a Card Payment.
- 4.4. The amount that you can pay using a World Card is subject to limits. These include a daily limit, a monthly limit and a limit per Card Payment (together, the **"Limits"**). The Limits are set out in the World Account portal. If a proposed Card Payment exceeds any applicable Limit, the Card Payment will be declined. Alipay MS may amend any of the Limits at its sole discretion, from time to time. Alipay MS will provide you with reasonable notice prior to amending any of the Limits save where Alipay MS believes that such notice would be unlawful or contravene its internal policies.
- 4.5. Alipay MS is authorised to treat any transaction notification (a **"Transaction Notification"**) it receives from the relevant payment network (the **"Payment Network"**) as though it is a Card Payment instruction sent by you. Alipay MS may transfer funds from your World Account to settle a Card Payment (including any applicable fees and/or any foreign exchange costs) in accordance with such Transaction Notification.
- 4.6. Alipay MS shall not be required to verify the authenticity, accuracy and validity of a Transaction Notification or whether it complies with any contract you have entered into with a third party in connection with such transaction.
- 4.7. You agree that any use of your World Card constitutes your authorisation and consent with respect to a Card Payment.
- 4.8. Certain Card Payments may need to be authorised by Alipay MS. Alipay MS may require you to provide certain information before it can authorise a Card Payment, including to confirm your identity.
- 4.9. Alipay MS cannot guarantee that each Card Payment will be successfully made.

**5. Foreign Exchange**

- 5.1. Your World Card can be used to make payments in the currencies supported by the Payment Network.
- 5.2. A Card Payment that is made in a currency that is already held in your World Account will be settled using funds from that currency balance in your World Account. If the value of the Card Payment is greater than the relevant currency balance in your World Account, Alipay MS may, but is not obligated to, convert the payment amount into another currency selected by Alipay MS which is held in your World Account and has sufficient balance, and settle the Card Payment using funds from that currency balance.
- 5.3. If you make a Card Payment in a currency that is not held in your World Account, Alipay MS will convert the relevant payment amount into a currency selected by Alipay MS which is held in your World Account at an exchange rate reasonably determined by Alipay MS on the date of the conversion. The amount of the Card Payment will then be deducted from the balance of the relevant currency balance in your World Account.
- 5.4. If you are making a Card Payment in a currency that is not supported by the World Card, Alipay MS will convert the amount into a currency selected by Alipay MS that is supported by the World Card at the Payment Network's then current exchange rate.
- 5.5. If you receive a refund for a Card Payment in a currency already held in your World Account, Alipay MS will credit the refund to the relevant currency balance in your World Account. If you receive a refund in a currency that is not supported by the World Account, Alipay MS will convert the payment amount into a supported currency selected by Alipay MS at the Payment Network's then current exchange rate and then credit the balance of the relevant currency balance in your World Account. If required, you authorise Alipay MS to activate a currency in your World Account in order for it to credit a refund to your World Account.

**6. Security**

- 6.1. The details of your World Card (the "**Card Details**") will be shown in your World Account portal. You are responsible for keeping your Card Details safe. You will not share or allow anyone else to access or use your Card Details. Alipay MS will not be liable for any loss arising in connection with any unauthorised use of your World Card due to your failure to keep your Card Details safe.
- 6.2. You confirm that you will inform Alipay MS immediately if there is reason to believe that someone else knows your Card Details or if your Card Details have been or will be misused or stolen. In such circumstances, Alipay MS may disclose to law enforcement any information that is reasonably required to assist with any investigation.
- 6.3. You shall regularly review your World Account statements to check for unauthorised Card Payments.

**7. Chargebacks and Refunds**

- 7.1. If you believe any Card Payment to be fraudulent or unauthorised, or if you wish to cancel or amend a Card Payment, you should contact Alipay MS as soon as possible.
- 7.2. To dispute a Card Payment, you should provide Alipay MS with any and all information requested. Alipay MS may deny your request to dispute a Card Payment if you fail to provide any requested information within the relevant period set by the Payment Network.
- 7.3. Alipay MS may choose, in its reasonable discretion, not to proceed with a chargeback in connection with a disputed Card Payment including, but not limited to, where it is not provided with sufficient information in connection with the Card Payment, not provided with requested information in a timely manner, and/or the Card Payment breaches these Supplementary Terms and Conditions and/or the Terms and Conditions.

- 7.4. Alipay MS cannot guarantee the time it takes to complete its investigation into, or whether you will receive any refund in connection with, a disputed Card Payment.
- 7.5. You agree to indemnify and hold harmless Alipay MS for any and all losses, damages, actions, claims and liabilities which may arise, directly or indirectly, from your disputed Card Payments.
- 7.6. If you are entitled to reverse or amend a disputed Card Payment and the relevant acquiring bank has credited an amount (the "**Refunded Amount**") to Alipay MS to refund such Card Payment, Alipay MS will credit the Refunded Amount to your World Account. Alipay MS is not responsible for any difference between the amount of the disputed Card Payment and the Refunded Amount. Alipay MS reserves the right to apply all or part of the Refunded Amount against any charges incurred in connection with the disputed Card Payment, for settlement of your other proposed Card Payments and/or to settle any liability that is due and payable to Alipay MS.
- 7.7. Where you have received a refund more than once in connection with the same disputed Card Payment, you agree to notify Alipay MS promptly and you authorise Alipay MS to debit from your World Account any refund amount in excess of the originally granted refund.

**8. Fees and Costs**

- 8.1. The fees and costs payable in connection with the World Card (the "**Card Fees**") are set out on the pricing page of the Alipay MS website (which can be found here: <https://www.worldfirst.com/sg/pricing>).
- 8.2. Any Card Fees that become payable by you shall be debited from your World Account by Alipay MS. If the balance of your World Account is less than the Card Fees owed by you, the remaining balance of your World Account will be debited by Alipay MS and your World Card may be cancelled or suspended by Alipay MS if your World Account balance remains less than the Card Fees owed by you for a period of 5 days from the date on which such Card Fees were incurred. Any outstanding Card Fees will be debited from your World Account when funds are next deposited into your World Account.
- 8.3. From time to time, Alipay MS may update the Card Fees and will notify you of any such change.
- 8.4. You may also be charged a surcharge by a merchant in connection with a Card Payment.

**9. Suspension, Cancellation, Termination and Expiry**

- 9.1. Alipay MS may, in its reasonable discretion, cancel, suspend or restrict your use of your World Account and/or your World Card immediately without prior notice if it becomes aware, or has reason to believe, that:
  - 9.1.1. the security of your World Card or your World Account has been compromised;
  - 9.1.2. the balance in your World Account is not sufficient to cover the amount of any Card Payment;
  - 9.1.3. a Card Payment exceeds any applicable Limit;
  - 9.1.4. you have materially breached any term of these Supplementary Terms and Conditions; and/or
  - 9.1.5. your World Card has been used in any of the ways listed in clause 2.6.
- 9.2. Subject to clause 9.1, Alipay MS will notify you and inform you of the reasons prior to any cancellation, suspension or restriction of your World Account or World Card pursuant to these Supplementary Terms and Conditions or, if it is unable to do so, as soon as practicable afterwards, provided that, in each case, it is permitted by Applicable Law and/or in compliance with its internal policies.
- 9.3. The closure of your World Account will automatically result in the cancellation of your World Card.
- 9.4. You may suspend the use of a World Card via the World Account portal. Once you have suspended a World Card, you cannot use it until it is reactivated.
- 9.5. Subject to clause 9.6, you may cancel your World Card immediately at any time.

- 9.6. Any request to cancel a World Card that is initiated by you is subject to the following in connection with such World Card:
- 9.6.1. full settlement of any amounts owed by you to Alipay MS;
  - 9.6.2. full settlement of all Card Payments, including any applicable fees and/or any foreign exchange costs;
  - 9.6.3. there being no unresolved disputed Card Payments; and
  - 9.6.4. any other conditions reasonably necessary to enable Alipay MS to comply with Applicable Law.
- 9.7. If your World Card is suspended or cancelled, you must cancel or modify any future transactions set up prior to suspension or cancellation. Alipay MS is not responsible for cancelling or transferring any such arrangements.
- 9.8. Any sums owed by you to Alipay MS under these Supplementary Terms and Conditions shall become immediately due and payable on the date on which they are terminated.
- 9.9. You may not use a World Card after its expiry date or after it has been suspended or cancelled.
- 9.10. You remain liable for all Card Payments, including any applicable fees and/or any foreign exchange costs, and any amount payable by you to Alipay MS notwithstanding any suspension, restriction, termination or cancellation of your World Account and/or your World Card or the expiration of your World Card.
- 10. Representations and Warranties**  
You represent and warrant that:
- 10.1. you have and will maintain all required rights, powers, authority, permits, licences, consents, permissions and authorisations that may be required in connection with your activities under these Supplementary Terms and Conditions;
  - 10.2. you have full power and authority to agree to and accept these Supplementary Terms and Conditions;
  - 10.3. your agreement to, and acceptance of, these Supplementary Terms and Conditions, and the performance of your obligations contemplated under these Supplementary Terms and Conditions, does not violate Applicable Law;
  - 10.4. all information provided by you is true, accurate and complete in all material respects as at the date of these Supplementary Terms and Conditions or, if later, when the information is provided, and you will notify Alipay MS promptly of any changes to such information;
  - 10.5. you will fully comply with all Applicable Law;
  - 10.6. your business is operated, and will be operated, in your place of incorporation; and
  - 10.7. you will use the World Card only for transactions directly related to your business' stated activities and not for personal transactions or on behalf of other third-party businesses.
- 11. Indemnity**  
You agree to indemnify Alipay MS, its affiliates, employees, directors, officers, agents and representatives (together, the "Indemnified Persons") and to hold them harmless from any and all losses, damages, actions, claims and liabilities which may arise, directly or indirectly, from your use of the World Card or from your breach of these Supplementary Terms and Conditions.
- 12. Liability**
- 12.1. You must resolve any complaint or dispute against any vendor, service provider or other third party directly and no claim against any of them may be made against or set off against Alipay MS.
  - 12.2. Any liability of Alipay MS, including for claims, expenses, damages or indemnity obligations under or in connection with these Supplementary Terms and Conditions will be subject to clause 19.9 of the Terms and Conditions.
  - 12.3. Alipay MS shall not be liable to you for:
    - 12.3.1. any loss of profit, business opportunity or reputation;
    - 12.3.2. any action for damages made against you by your payment beneficiary;
    - 12.3.3. any indirect or consequential losses (whether foreseeable or not);
    - 12.3.4. the refusal of any third party to accept a Card Payment;
    - 12.3.5. any aspect of any goods or services purchased using your World Card;
    - 12.3.6. any loss or damage that is not foreseeable; and/or
    - 12.3.7. any loss suffered as a result of a Card Payment not being authorised by Alipay MS.
- 13. Limitation of Service and Force Majeure**
- 13.1. Alipay MS may amend and update any aspect of the World Card service and shall give you notice of any material change by sending an email to the primary email address recorded on your World Account or notifying you when you log into your World Account. Your continued use of the World Card after any such change shall constitute your consent to such change. If you disagree with any change, you have the right to cancel your World Card immediately, subject to clause 9.6.
  - 13.2. Alipay MS reserves the right to suspend or discontinue any aspect of the World Card service at any time, without notice and without liability.
  - 13.3. If the World Card service is unavailable due to any of the following reasons, the Indemnified Persons shall not be liable for any losses arising from the unavailability:
    - 13.3.1. a system suspension which was announced by Alipay MS in advance;
    - 13.3.2. a failure in data transmission due to a breakdown in telecommunications equipment and systems;
    - 13.3.3. a failure in system operations due to a storm, earthquake, tsunami, flood, electricity blackout, war, terrorist attack or other Force Majeure event which is beyond Alipay MS' reasonable control; or
    - 13.3.4. hacking, website upgrades, acts or omissions of a government authority prohibiting or impeding Alipay MS and/or its affiliates from providing the World Card service, or non-performance by a third party for any reason beyond the reasonable control of Alipay MS and its affiliates.
  - 13.4. If Alipay MS fails to perform or is delayed in performing its obligations under these Supplementary Terms and Conditions due to Force Majeure events, then Alipay MS will notify you as soon as reasonably practicable. In such circumstances, Alipay MS shall be entitled to a reasonable extension of the time for performing its obligations under these Supplementary Terms and Conditions.
- 14. Miscellaneous**
- 14.1. Nothing in these Supplementary Terms and Conditions confers or is intended to confer a benefit enforceable by a person who is not you or Alipay MS and no term of these Supplementary Terms and Conditions is enforceable under the Contracts (Rights of Third Parties) Act 2001 by a person who is not you or Alipay MS unless expressly stated herein.
  - 14.2. The provisions of these Supplementary Terms and Conditions are severable and the invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other part of these Supplementary Terms and Conditions.
  - 14.3. You consent to Alipay MS assigning its rights under these Supplementary Terms and Conditions to an affiliate or successor pursuant to a merger, consolidation or sale of a substantial portion of its business. You may not assign your rights under these Supplementary Terms and Conditions without Alipay MS' prior written consent. In the event that Alipay MS assigns its rights in accordance with this clause, you agree to the transfer of the funds held on your World Account to the assignee. These Supplementary Terms and Conditions inure to the benefit of Alipay MS' and your respective successors and assigns.
  - 14.4. Any failure by Alipay MS to exercise any of its rights under these Supplementary Terms and Conditions shall not constitute a waiver of such right or a waiver with respect to a subsequent or similar breach. A waiver shall be effective only if made in writing.

**15. Governing Law and Jurisdiction**

These Supplementary Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore. Alipay MS and you agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore.

## Schedule 1

## Prohibited Categories

1. In accordance with clause 2.8 above, any Card Payment made in connection with any of the following goods, services, businesses and/or industries (each, a **"Prohibited Category"**) will be declined:
  - 1.1. gambling-related activities including, but not limited to, casinos, betting, lotteries and online gambling;
  - 1.2. religious, political, social, civic and fraternal organisations and associations;
  - 1.3. charitable, non-profit and social service organisations;
  - 1.4. debt collection and bail and bond payments, and businesses and activities related to them;
  - 1.5. counselling services including, but not limited to, financial counselling, marriage counselling, family counselling, alcohol and drug abuse counselling and other personal counselling;
  - 1.6. dating and escort services including, but not limited to, computer and video personal introduction and matchmaking services;
  - 1.7. businesses providing general support services to governments;
  - 1.8. transactions between governmental offices, departments or agencies;
  - 1.9. associations and cooperatives providing services or assistance in connection with farming;
  - 1.10. timeshare real estate and businesses and activities related to it;
  - 1.11. transactions conducted by a card acceptor providing: (i) a service in which funds are delivered or made available to a person other than the cardholder; (ii) the loading of funds into an account; or (iii) the loading of funds onto a stored value or prepaid card;
  - 1.12. MoneySend transactions;
  - 1.13. businesses facilitating transfers of funds to a Mastercard, Maestro or Cirrus account using the Mastercard network;
  - 1.14. businesses facilitating transactions in which funds are delivered or made available to a person or to an account including, but not limited to, non-face-to face transactions such as online transactions;
  - 1.15. businesses that sell insurance products and services;
  - 1.16. businesses that buy, sell or broker securities, stocks, bonds, commodities and/or mutual funds;
  - 1.17. opening or funding a deposit account, and payment of existing debts and/or loan fees;
  - 1.18. cryptocurrencies and financial and payment instruments and products including, but not limited to, cheques, travellers cheques, foreign currency, money orders and bonds;
  - 1.19. pawn shops;
  - 1.20. artwork, antiques, precious stones and metals, watches, clocks and jewellery, and businesses and activities related to them;
  - 1.21. new and used automotive vehicles, motorhomes, mobile homes, aircraft and farm vehicles, and parts, accessories, equipment, supplies, businesses and activities related to them;
  - 1.22. goods for home repairs and improvements including, but not limited to, home appliances, equipment and supplies;
  - 1.23. chemicals and allied products, and businesses and activities related to them;
  - 1.24. video games, electronic games, videotapes, laser discs and DVDs, and businesses and activities related to them;
  - 1.25. audiotext and videotext services that can be accessed via phone, fax or over an open network such as the Internet including, but not limited to, polls, sweepstakes, adult chat and entertainment, sports scores, stock market quotes and horoscope readings;
  - 1.26. tobacco-related products and electronic nicotine delivery systems including, but not limited to, cigarettes, cigars, pipes, smokers' supplies and e-cigarettes, and businesses and activities related to them;
  - 1.27. cash disbursement transactions; and
  - 1.28. any other goods, services, businesses and/or industries that fall outside of Alipay MS' risk appetite.