

Terms of Service

Last Updated: January 18th, 2019.

About our terms of service

Welcome to Aurfy Inc. (DBA NihaoPay). We have developed our payment services (the “NihaoPay Payment Services”) to make it easy for you to accept the most popular Chinese payment methods including the 6.69 billion UnionPay debit and credit cards in circulation, over 1 billion Alipay accounts, and more than 800 million WeChatPay accounts, so you can focus on your own product or service. We have drafted these Terms of Service to be readable, but should you have any questions or concerns or would simply like to better understand how we do things at NihaoPay, please do not hesitate to [contact us](#).

SAY HELLO TO CHINA

The NihaoPay Payment Services

We will provide you with the software, hardware, and support services you need to process payments from UnionPay, Alipay, and/or WeChatPay (the “Networks”). We will respect and protect the privacy, data and personal information of both you and your customers. You run your business, service your customers, protect your customers’ data, report & pay taxes, and observe all laws, rules, and regulations. NihaoPay may offer other services to you that may be subject to additional or different terms.



Registering for NihaoPay

Once you provide us with basic information about your company, we will seek to verify your information (we may work with third parties to do so) and approve your account unless deemed risky (by us or, the Networks, or our partnered bank). You give us permission to do all this, and to periodically update the information or we otherwise must decline to offer NihaoPay Payment Services to you. There are some prohibited activities for which you may not use the NihaoPay Payment Services.

Receiving your Funds from Card Transactions

Funds from your transactions (minus our fees) are paid to you on a schedule communicated to you once your NihaoPay Account is approved. Payouts for transactions through the NihaoPay Payment system are typically deposited in your bank account within 7 days or scheduled payout date. A certain amount of your funds may be subject to an additional hold period with terms determined by your perceived risk (legal enforcement, compliance of the Network, and etc.) and transaction history. You are responsible for refunds, returns, and liable for customer disputes (chargebacks).

Termination and Other Legal Terms

We reserve the right to terminate this agreement at any time. You can also terminate anytime. Termination is effective immediately. Termination does not alter your liability for processed payments or related chargebacks.



NihaoPay Terms of Service

The Terms and Conditions described here constitute a legal agreement (“Agreement”) between the sole proprietor or business organization listed as the “Merchant” on the service registration page (sometimes referred to as “you,” “your”, “user”), Aurfy Inc. (“NihaoPay”), and NihaoPay partnered bank (“NihaoPay Partnered Bank”, collectively with NihaoPay referred as “we”, “our” or “us”).

Section A: NihaoPay Payment Services

1. Our Role

NihaoPay Payment Services helps you accept and process credit cards, debit cards and other payment types including Alipay and WeChatPay (collectively “Payments”) from your customers who want to pay you for products or services. NihaoPay’s payment processing service supports China-issued UnionPay cards and China issued co-branded cards, for instance, with a Visa, MasterCard, or American Express logo (collectively “the Card Networks”) including credit, debit. Our Payment service also processes payments through Alipay and WeChatPay. NihaoPay is not a bank and NihaoPay does not offer banking services as defined by the United States Department of Treasury. In addition, we do not assume any liability for the products or services purchased using NihaoPay Payment Services. You will be required to apply from NihaoPay to use NihaoPay Payment Services.

2. NihaoPay Payment Services

We provide an API and other software and hardware to enable you to use NihaoPay Payment Services. We reserve the right to require you to install or update any and all



software/hardware updates to continue using NihaoPay Payment Services. NihaoPay Payment Services also includes software to help you manage recurring and subscription billing charges for your products and services. It is your responsibility to obtain your customers' consent to be billed on a recurring basis in compliance with applicable legal requirements and Network payment rules.

3. Authorization for Handling of Funds

By accepting this agreement, you authorize us to hold, receive, and disburse funds on your behalf when such funds from your transactions settle from the Networks. You further authorize NihaoPay to instruct NihaoPay partnered bank on how your transaction settlement funds should be disbursed to you (e.g. by ACH credit transaction or wire transaction) and the timing of such disbursements. Settlement funds will be held in a deposit account at NihaoPay partnered bank pending disbursement of the funds to you in accordance with the terms of this contract. You agree that you are not entitled to any interest or other compensation associated with the settlement funds held by NihaoPay partnered bank pending settlement to your designated bank settlement account, that you have no right to direct that deposit account, and that you may not assign any interest in the deposit account at NihaoPay Partnered Bank. We may make available to you information in the NihaoPay management dashboard regarding anticipated settlement amounts received on your behalf from the Networks and are being held pending settlement. This settlement information does not constitute a deposit or other obligation of NihaoPay or NihaoPay partnered bank to you. This settlement information reflected in the NihaoPay management dashboard is for reporting and informational purposes only, and you are not entitled to, and have no ownership or other rights in settlement funds, until such funds are credited to your designated bank settlement account. Your authorizations set forth herein will remain in full force and effect until your NihaoPay Account is closed or terminated.

4. Payment Methods

You may only process payments when authorized to do so by your customer. NihaoPay will only process transactions that have been authorized by the applicable Network or card issuer.

You are solely responsible for verifying identity of your customers, ensuring that they have authorized the transaction, and determining their eligibility to purchase your products and services. NihaoPay does not guarantee or assume any liability for transactions authorized and completed that are later reversed or charged back (see Chargebacks below). You are solely responsible for all reversed or charged back transactions, regardless of the reason for, or timing of, the reversal or chargeback. NihaoPay may add or remove one or more payment types or networks at any time. If we do so we will use reasonable efforts to give you prior notice of the removal.



5. Customer Service

We will provide you with customer service to resolve issues relating to your NihaoPay Account, use of the NihaoPay Payment Services, and the distribution of funds to your designated bank settlement account. You, and you alone, are responsible for providing service to your customers for any and all issues related to your products and services, including but not limited to issues arising from the processing of customers' cards through NihaoPay Payment Services.

You are solely responsible for providing support to Customers regarding order receipts, product or service delivery, support, returns, refunds, and any other issues related to your products and services and business activities. We are not responsible for providing support for the Services to your Customers unless we agree to do so in a separate written consent with you or one of your Customers.

You may only use the NihaoPay Payment Services for legitimate Transactions with your Customers. You know your Customers better than we do, and you are responsible for your relationship with them. NihaoPay provides Services to you but we have no way of knowing if any particular purchase, sale, order, or other transaction (each a “Transaction”) is accurate or complete, or typical for your business. You are responsible for knowing whether a Transaction initiated by your Customer is erroneous (such as a Customer purchasing one item when they meant to order another) or suspicious (such as unusual or large purchases, or a request for delivery to a foreign country where this typically does not occur). If you are unsure if a Transaction is erroneous or suspicious, you agree to research the Transaction and, if necessary, contact your Customer before fulfilling or completing the Transaction. You are solely responsible for any losses you incur due to erroneous or fraudulent Transactions in connection with your use of the NihaoPay Payment Services.

6. Taxes

It is your responsibility to determine what, if any, taxes apply to the sale of your products and services and/or the payments you receive in connection with your use of NihaoPay Payment Services (“Taxes”). Our fees are exclusive of any applicable Taxes, except as expressly stated to the contrary. You have sole responsibility and liability for: (i) determining what, if any, Taxes apply to the sale of your products and services, or payments you receive in connection with your use of the Services; and (ii) assessing, collecting, reporting, and remitting Taxes for your business to the appropriate tax and revenue authorities. It is solely your responsibility to assess, collect, report, or remit the correct tax to the proper tax authority. We are not obligated to, nor will we determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any transaction.

You acknowledge that we may make certain reports to tax authorities regarding



transactions that we process. Specifically, pursuant to applicable Law (including the Internal Revenue Code), we may be required to file periodic informational return with taxing authorities in relation to your use of the Services. If you use Payment Processing Services, you acknowledge that we will report the total amount of payments you receive each calendar year as required by the Internal Revenue Service. We also may, but are not obliged to, electronically send you tax-related information (including, when you provide us your tax identification number, a Form 1099-K).

7. Your Data Security Obligations

You are fully responsible for the security of data on your site, through your app, or otherwise in your possession. You agree to comply with all applicable state and federal laws and rules in connection with your collection, security and dissemination of any personal, financial, Card, or transaction information (defined as “Payment Data”) on your site or through your app. While NihaoPay helps to make compliance easier, you are solely responsible for compliance with any laws, regulations, or rules applicable to your business. You agree to comply with the Payment Card Industry Data Security Standards (PCI-DSS) and the Payment Application Data Security Standards (PA-DSS) as applicable, depending on your implementation of using NihaoPay Payment Services.

8. Security and Fraud Controls

NihaoPay is responsible for protecting the security of Payment Data in our possession and will maintain commercially reasonable administrative, technical, and physical procedures to protect all the personal information regarding you and your customers that is stored in our servers from unauthorized access and accidental loss or modification. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures



or use such personal information for improper purposes. You acknowledge that you provide this personal information regarding you and your customers at your own risk.

NihaoPay may provide or suggest security procedures and controls intended to reduce the risk to you of fraud. These security controls may include processes or applications that are developed by NihaoPay or by third parties, including but not limited to providing two-factor authentication for logging into your NihaoPay Account. You agree to review all security controls and choose those that are appropriate for your business to protect against unauthorized transactions and, if necessary, use other procedures and controls not provided by us. Disabling or failing to properly use security controls increases your exposure to unauthorized transactions. Keep in mind that you are responsible for the use of lost or stolen data that is used to purchase products or services from your business. We are not liable for and do not insure against losses to you or your customers resulting from use of lost or stolen data with NihaoPay Payment Services (including but not limited to losses arising from the use of lost or stolen credit cards to make purchases from your site or app, or those caused by a compromise of your login credentials).

9. Audit Right

If we believe that a security breach or compromise of data has occurred, we may require you to have a third-party auditor that is approved by us conduct a security audit of your systems and facilities and issue a report to be provided to us, our banking partners, and the Networks.

10. Privacy

Privacy and the protection of transactional information are very important to us. You



acknowledge that we are required to provide your business name and limited information to the Network, financial services providers, etc. as part of NihaoPay Payment Services. In the event of a default under this Agreement or a misuse of applicable financial networks, we may also report your business name and the name of your principals to the UnionPay, Alipay and WeChatPay. You specifically consent to the fulfillment of the obligations related to the listing by us or the Networks and to the listing itself and you waive and hold harmless to us or the Networks from all claims and liabilities you may have as a result of such reporting.

You represent to NihaoPay that you are and will continue to be in compliance with all applicable privacy laws. You further represent that you have obtained all necessary rights and consents under applicable law to disclose to NihaoPay – or allow NihaoPay to collect, use, retain, and disclose – any data that you provide to us or authorize us to collect. As between you and NihaoPay, you are solely responsible for disclosing to your customers, as applicable, that you are utilizing NihaoPay Payment Services and providing customer data to NihaoPay.

If you receive information about others, including cardholders, through the use of the NihaoPay Payment Services, you must keep such information confidential and may only use it in connection with the NihaoPay Payment Services. You may not disclose or distribute any such information to a third party or use any such information for marketing purposes unless you receive the express consent of the user to do so. You may not disclose payment information to any third party, other than in connection with processing a transaction requested by your customer using NihaoPay Payment Services and, if applied, in a manner consistent with PCI DSS and applicable law.

11. Restricted Use

You are required to obey all laws, rules, and regulations applicable to your use of the



NihaoPay Payment Services (for example, those governing financial services, consumer protections, unfair competition, anti-discrimination, or false advertising). In addition to any other requirements or restrictions set forth in this Agreement, you will not use NihaoPay Payment Services to: (i) utilize the credit available on any Card to provide cash advances to cardholders; (ii) submit any transaction for processing that does not arise from your sale of products or services to a buyer customer; (iii) act as a payment intermediary or aggregator or otherwise resell our services on behalf of any third party; (iv) send what you believe to be potentially fraudulent authorizations or fraudulent transaction; or (v) use NihaoPay in a manner that UnionPay, AliPay, and WeChatPay might reasonably believe to be an abuse of such network or a violation of its applicable rules.

You further agree not to, nor to permit any third party to, do any of the following with the NihaoPay Payment Services: (i) access or attempt to access NihaoPay systems, programs, or data that are not made available for public use; (ii) copy, reproduce, republish, upload, post, transmit, resell, or distribute in any way material from NihaoPay, NihaoPay's website, or NihaoPay Payment Services; (iii) permit any third party to use NihaoPay Payment Services via a rental, lease, timesharing, service bureau, or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) work around any of the technical limitations, use any tool to enable features or functionalities that are otherwise disabled – or decompile, disassemble, or otherwise reverse engineer – except to the extent that such restriction is expressly prohibited by law; (vi) perform or attempt to perform any actions that would interfere with the normal operation, or prevent access to or use by our other users, or impose an unreasonable or disproportionately large load on our infrastructure; or (vii) use in a manner that is not expressly permitted in this Agreement.

12. Suspicion of Unauthorized or Illegal Use

We reserve the right to not authorize or settle any transaction you submit which we believe:

(i) may violate this Agreement or other agreements you may have with NihaoPay; (ii) are unauthorized, fraudulent or illegal; or (iii) or exposes you, other NihaoPay users, financial services providers, or NihaoPay to risks unacceptable to NihaoPay. You grant us authorization to share information with the appropriate financial institution, regulatory authority, or law enforcement agency consistent with our legal obligations about you, your NihaoPay Account, your Customers, and your transactions made through your use of the Services if we reasonably suspect that you are using or have used the NihaoPay Payment Services for unauthorized, fraudulent, or illegal purposes.

13. The Network Rules

The Networks have established guidelines, bylaws, rules, and regulations (“Network Rules”). You are required to comply with all applicable Network Rules. You can review portions of the Network Rules at UnionPay, AliPay, and WeChatPay. The Networks reserve the right to amend the Network Rules. NihaoPay reserves the right to amend the Agreement at any time with notice to you as necessary to comply with Network Rules or otherwise address changes to the NihaoPay Payment Services.

14. Disclosures and Notices; Electronic Signature Consent

a. **Consent to Electronic Disclosures and Notices:** By registering for a NihaoPay Account, you agree that such registration constitutes your electronic signature, and you consent to electronic provision of all disclosures and notices from NihaoPay (“Notices”), including those required by Law. You also agree that your electronic consent will have the same legal effect as a physical signature.

b. **Methods of Delivery:** You agree that NihaoPay can provide disclosures and notices



regarding the NihaoPay Payment Services to you by posting such disclosures and notices through the NihaoPay Transaction Management System/dashboard, emailing them to the email address listed in your NihaoPay Account, mailing them to the address listed in your NihaoPay Account, or posting them to our website. You also agree that electronic disclosures and notices have the same meaning and effect as if we had provided you with a paper copy. Such disclosures and notices will be considered to be received by you within 24 hours of the time it is posted to our website or emailed to you unless we receive notice that the email was not delivered.

c. **Requirements for Delivery:** It should come as no surprise to you that you will need a computer or mobile device, Internet connectivity, and an updated browser to access your NihaoPay Dashboard and review the Notices provided to you. If you are having problems viewing or accessing any Notices, please contact us and we can find another means of delivery.

d. **Withdrawing Consent:** Due to the nature of the NihaoPay Payment Services, you will not be able to begin using the Services without agreeing to electronic delivery of Notices. However, you may choose to withdraw your consent to receive Notices electronically by terminating your NihaoPay Account.

15. References to Our Relationship

You agree that, from the time you begin processing payment with NihaoPay until you terminate your account with us, we may identify you as a customer of NihaoPay. Neither you nor we will imply any untrue sponsorship, endorsement or affiliation between you and NihaoPay.

Section B: Registering your NihaoPay Account

1. Application

The NihaoPay Payment Services are only made available under this Agreement to persons that operate a business selling products or services. NihaoPay Payment Services may not be used to accept payments for personal, family, or household purposes. To register for a NihaoPay Account, you or the person or people submitting the application (your “Representative”) must provide us with your business or trade name, address, email, phone number, tax identification number, URL, the nature of your business or activities, and certain other information about you that we require. We may also collect personal information (including name, birthdate, and government-issued identification number) about your beneficial owners, principals, and your NihaoPay Account administrator. Until you have submitted, and we have reviewed and approved, all required information, your NihaoPay Account will be available to you on a preliminary basis only, and we may terminate it at any time and for any reason. You may not apply for another account with NihaoPay if we have already rejected an application for your business. If you believe your original application was rejected in error, please contact our [application team](#) to review your account.

You may choose to apply as an individual (sole proprietor) or as a business organization. If you apply as a business organization, you must also provide information about an owner or principal of the business and you must be authorized to act on behalf of the business, and must have the authority to bind the business to this Agreement. Keep in mind that you are accepting the terms and conditions of this Agreement on behalf of the business. If you are a sole proprietor, the term “you” will mean you, the natural person, as well as the business organization that you represent.

2. Company Descriptions and URL

For online merchants, as part of your registration, you must provide the URL for your business and the name under which you do business, which may be the business's legal name or a DBA. These two fields may appear in your customers' credit or debit card statements. To avoid customer confusion and transaction disputes, you must enter a description that clearly identifies your business as well as an accurate URL.

3. Verification and Underwriting

To verify your identity, we will require additional information including your business EIN or Tax ID, social security number, and date of birth. We may also ask for additional information to help verify your identity and assess your business risk including business license, a driver's license or other government issued identification, or a business invoice. We may ask you for financial statements. We may request for your permission to do a physical inspection at your place of business and to examine books and records that pertain to your compliance with this Agreement. Your failure to comply with any of these requests within five (5) days may result in suspension or decline of your NihaoPay Registration.

NihaoPay may use your information to apply for merchant acquiring accounts on your behalf with certain Networks, and you hereby authorize us to do so. If we or Networks request that you do so, you will also be required to enter into a direct agreement with UnionPay, Alipay or WeChatPay in addition to this Agreement. In that case, unless you expressly inform us in writing otherwise, you hereby authorize NihaoPay to continue to manage your account on your behalf.

After we have collected and verified all your information, NihaoPay will review your



registration and determine if you are eligible to use the NihaoPay Payment Services. NihaoPay may also share your information with the Networks and our partnered bank, each of which may also make a determination regarding your eligibility. We will notify you once your registration has been either approved or deemed ineligible for use of the NihaoPay Payment Services.

By accepting the terms of this Agreement, you authorize us to retrieve information about you by using third parties, including credit bureaus and other information providers. You acknowledge that such information retrieved may include your name, address history, credit history, and other data about you. NihaoPay may periodically update this information to determine whether you continue to meet our eligibility requirements.

You agree that NihaoPay is permitted to contact and share information about you and your application (including whether you are approved or declined), and your use of NihaoPay Payment Services with the financial services providers we work with, including NihaoPay Partnered Bank. This includes sharing information (a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the program, (c) to create and update their customer records about you and to assist them in better serving you, and (d) to conduct NihaoPay's risk management process.

4. Prohibited Businesses

There are certain categories of businesses and business practices for which the NihaoPay Payment Services cannot be used ("Prohibited Businesses"). Many of these Prohibited Business categories are imposed by Network rules or the requirements of our banking providers or processors. We maintain a list here: [Prohibited Businesses](#). By registering a NihaoPay Account, you confirm that you will not use the NihaoPay Payment Services in connection with any of the Prohibited Businesses. If you are uncertain as to whether a



business is a Prohibited Business, or have questions about how these requirements apply to your business, please contact us.

Section C: Processing Payment Transactions, Receiving Your Funds, and Fees

1. Processing Transactions

As used in this Agreement, a “Chargeback” is a request that your customer files directly with an issuing bank to reverse or invalidate a processed payment, and a “Refund” means a reversal of a charge, in whole or in part, that you initiate. “Claim” means a challenge to a payment that you or a paying customer files directly with NihaoPay. “Reversal” means NihaoPay reverses the settlement of funds from a processed transaction that you received because (a) the transaction is invalidated by the Network for any reason, (b) the sender of the payment did not have authorization to send the payment (for example, the purchaser used a card that did not belong to him or her), (c) you received the payment for activities that violated this Agreement or any other agreement you have with NihaoPay, or (d) we decided a Claim against you.

You agree that you will honor all eligible payments by your customers for your products and services in accordance with the Network Rules, this Agreement and any operating guides that we may provide you from time to time. You agree that you will obtain an authorization for each transaction, as required under the Network Rules, and will not submit a transaction for settlement where you know there is a negative authorization, or the card is otherwise expired or invalid. You acknowledge that the existence of an affirmative authorization from us or the Networks does not mean that a particular transaction won’t result in a Chargeback, Reversal or Claim at some later date.

You will maintain appropriate records of all payment transactions for a period of at least 2 years from the date of the transaction.



You will display all Network marks in accordance with the rules and procedures of the Networks, and will use such marks only to indicate that you accept their methods of payment.

We may offer you the ability to have funds settled to your bank account in different currencies (“Multi-Currency Processing”). To use this service, you must provide us with a valid bank account for each currency you request settlement, based on our list of available settlement currencies. We may add or remove currencies from our list of available settlement currencies at any time. If you use Multi-Currency Processing, we will identify the conversion rate at the time of charge (through an API response). If you Refund a charge, the conversion rate will be either in effect at the time of the Refund, or at the time of charge depending on the Networks rule. By submitting a charge or refund for processing you will be deemed to have accepted the rate. You may choose not to use the Multi-Currency Processing service at any time. You may change the bank account information or other settings associated with your use of Multi-Currency Processing, but any such changes will only affect subsequent charges.

2. Payouts and Transaction History

We will pay out funds settling from the Networks to your designated bank or settlement account (“Bank Account”) you provide when applying for your NihaoPay Account. Funds will be settled in the Bank Account in the amounts actually received (less our Fees, as defined below) for transactions processed by NihaoPay Payment Services. Your Bank Account must be held in the name of your business. You are responsible for the accuracy and correctness of information regarding your Bank Account, including providing the correct information as part of applying or updating your Bank Account.

After transfer of funds is initiated to your Bank Account, we will update information in your NihaoPay Account to reflect the settlement. Information regarding your transactions

that are processed and settled using NihaoPay Payment Services (“Transaction History”) will be available to you when you login to your NihaoPay Account. While we will provide a “Transaction History” in your NihaoPay Account, you are solely responsible for compiling and retaining permanent records of all transactions and other data associated with your NihaoPay Account as may be required for your business. NihaoPay is not responsible for maintaining Transaction History or other records in a manner consistent with your record retention obligations and may change the duration of the Transaction History at any time, but will always maintain the previous 24 months’ transactions.

3. Payout Schedule

“Payout Schedule” refers to the time it takes for us to initiate a transfer to your designated Bank Account of settlement funds arising from transactions processed through NihaoPay Payment Services. Once your Bank Account information has been reviewed, NihaoPay will initiate transfer of settlement funds in accordance with the Payout Schedule, the terms of which will be made available to you when you apply to NihaoPay Payment Services. The settlement funds should normally be credited to your Bank Account within 1-2 business days of us initiating the payout. The initial transfer to your account may be delayed due to pending review of your account. We are not responsible for any action taken by the financial institution holding your Bank Account that may result in some or all of the funds not being credited to your Bank Account or not being made available to you. You can contact us to inquire about making changes to your Payout Schedule, and will be informed of the requirements and process for NihaoPay to review and change your Payout Schedule.

We reserve the right to change the Payout Schedule, suspend payouts to your Bank Account, or initiate a Reversal should we determine it is necessary due to pending disputes, excessive or anticipated excessive Chargebacks or Refunds, or other suspicious activity associated with your use of NihaoPay Payment Services, or if required by law/court order

4. Reconciliations and Errors

Transaction History will be available to you when you log into the NihaoPay Transaction Management System. You are responsible for reconciling your Transaction History with your actual transactions, and agree to notify us of any errors or discrepancies in your Transaction History (each an “Error”) arising from such reconciliation and verification. We will investigate reported Errors and attempt to rectify any Errors that you or we discover. In the event you are owed money as a result of an Error, we will transfer funds to your Bank Account in the next scheduled payout. While we may still work with you to reconcile Errors, your failure to notify us such Errors within 60 days of when it first appears on your Transaction History will be deemed a waiver of any right to amounts that may be owed to you in connection with any such Error, including any related charges.

If you submit or cause us to process transactions erroneously, you will contact us immediately. We will investigate any reported erroneous transactions and attempt to rectify them as appropriate. Your failure to notify us of a processing error within 60 days of when it first appears on your Transaction History will be deemed a waiver of any right to amounts owed to you.

5. Refunds and Returns

You agree to submit all Refunds for returns of your products and services that used NihaoPay Payment Services to receive payment to your customers in accordance with this Agreement and Network Rules. Network Rules require that you will (i) maintain a fair return, cancellation or adjustment policy; (ii) disclose your return or cancellation policy to

customers at the time of purchase; (iii) not give cash Refunds to a customer in connection with a sale, unless required by law; and (iv) not accept cash or any other item of value for a Refund.

Full Refunds must be for the exact dollar amount of the original transaction including tax, handling charges, and other. The Refund amount may not exceed the original sale amount except by an amount equal to any reimbursements to customer for postage costs incurred for product returns. You will use best efforts to process all Refunds within certain days varied by the Networks rule (AliPay 90 days, UnionPay 180 days, WeChatPay 1 year) after the original transaction date, and you acknowledge that Refunds processed after that time may not be capable of being processed.

NihaoPay will deduct the Refund amount (including any applicable Fees) from settlement funds owed to you from processing of other transactions. Where these funds are not sufficient, you agree to pay all funds owed to NihaoPay immediately upon demand to credit your NihaoPay account and to process the refund. You are solely responsible for accepting and processing returns of your products and services. We have no responsibility or obligation for processing such returns, or for responding to your customers' inquiries about such returns.

6. Chargebacks

A Chargeback is typically caused when a customer disputes a charge that appears on their bill. A Chargeback may result in the reversal of a transaction where you are immediately liable for the amount of the transaction. You can be assessed Chargebacks for (i) customer disputes; (ii) unauthorized or improperly authorized transactions; (iii) transactions that do not comply with Network Rules or the terms of this Agreement or are allegedly unlawful or suspicious; or (iv) any reversals for any reason by our processor, or the acquiring or issuing banks.

When a Chargeback is issued, you are immediately liable to NihaoPay for the full amount of the transaction related to the Chargeback plus any associated fees, fines, expenses or penalties (including those assessed by the Networks or the banks). You agree that NihaoPay may recover these amounts by directly debiting your NihaoPay Account, or if we are unable to recover funds related to a Chargeback for which you are liable, you will pay us the full amount of the Chargeback immediately upon demand. Where such amounts are not immediately paid to us, you agree to pay all costs and expenses, including without limitation attorneys' fees and other legal expenses, incurred by or on behalf of us in connection with the collection of any unpaid Chargebacks unpaid by you.

If we reasonably believe that a Chargeback is likely with respect to any transaction, we may withhold the amount of the potential Chargeback from payments otherwise due to you under this Agreement until such time that: (a) a Chargeback is assessed due to a customer's complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the customer may dispute that the transaction has expired; or (c) we determine that a Chargeback on the transaction will not occur.

7. Contesting your Chargebacks

You or NihaoPay may elect to contest Chargebacks assessed against you. NihaoPay may provide you with assistance including notifications and support to help contest your Chargebacks, but we do not assume any liability for our role or assistance in contesting Chargebacks.

You agree to provide us with the necessary information, in a timely manner and at your expense, to investigate or help resolve any Chargeback. You also grant us permission to share records or other information required with financial institutions and Networks to help resolve any disputes. You acknowledge that your failure to provide us with complete and accurate information in a timely manner may result in an irreversible Chargeback being

assessed.

If the Chargeback is not resolved in your favor, we may recover the Chargeback amount and any associated fees from you. We reserve the right, upon notice to you, to charge a fee for mediating or investigating Chargeback disputes.

8. Excessive Chargebacks

At any point, NihaoPay, the Networks, or NihaoPay Partnered Bank, may determine that you are incurring excessive Chargebacks. Networks typically consider Chargeback volume approaching 1% of your total processing volume to be excessive, although the level at which you are considered to have excessive Chargebacks may be more or less than that. Excessive Chargebacks may result in additional fees, penalties, or fines. Excessive Chargebacks may also result in (i) additional controls and restrictions put on your use of NihaoPay Payment Services, including without limitation, (ii) increases to your applicable Fees, or (iii) delays in your Payout Schedule; or (b) possible suspension or termination of your NihaoPay Account and access to the NihaoPay Payment Services. The Networks may also place additional controls or restrictions as part of their own monitoring programs for merchants with excessive Chargebacks.

9. NihaoPay Fees

You agree to pay all fees assessed by us to you for providing the NihaoPay Payment Services described in this Agreement (“Fees”). Except as otherwise stated in writing by NihaoPay, these fees will be calculated Pursuant to the Fee Schedule incorporated into this Agreement by reference. We reserve the right to revise our Fees with 30 days’ notice to you.



You acknowledge that you are also responsible for any penalties or fines imposed on NihaoPay or you by any Network or financial institution as a result of your use of the NihaoPay Payment Services.

10. Our Collection Rights

To the extent permitted by law, we may collect any obligations you owe us under this Agreement by deducting the corresponding amounts from the funds payable to you arising from the settlement of transactions. Fees will be assessed at the time a transaction is processed and will be first deducted from the funds received for such transactions. If the settlement amounts is not sufficient to meet your obligations to us, we may request to pay us for any amounts owed to us. Your failure to fully pay amounts that you owe us on demand is a material breach of this Agreement and you will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, costs of any arbitration or court proceeding, collection agency fees, and any applicable interest.

In some cases, we may require a personal guarantee from a principal from your business as a condition of our continuing to provide NihaoPay Payment Services to you. If a personal guarantee is necessary, we will specifically inform you in advance.

Section D: License, Termination, and Other General Legal Terms

1. Your License to Use the NihaoPay Payment Services; Our Trademarks

NihaoPay grants you a personal, limited, non-exclusive, revocable, non-transferable

license, without the right to sublicense, to electronically access and use the NihaoPay Payment Services solely to (a) accept and receive payments, (b) manage the funds you so receive, and (c) build applications utilizing the NihaoPay Payment Services in a manner consistent with this Agreement and the documentation available to you on our website. This license includes use of the APIs, documentation, images, support pages, and any updates thereto provided to you by NihaoPay. Where updates are subject to new or additional terms, we will update this Agreement or provide notice to you. We may terminate this license at any time if you use the NihaoPay Payment Services or content, except as permitted by this Agreement.

We may also periodically make available certain NihaoPay logos, trademarks, or other identifiers for your use (“NihaoPay Marks”). NihaoPay may limit or revoke your ability to use NihaoPay Marks at any point. We may change NihaoPay Marks from time to time. In the event that NihaoPay Marks is changed, you will use the current version of the NihaoPay Marks.

2. Ownership

NihaoPay provides you a limited license to use the NihaoPay Payment Services as described in and subject to this Agreement. Each of the foregoing is licensed and not sold, and we reserve all rights not expressly granted to you in this Agreement. The NihaoPay Payment Services are protected by copyright, trade secret and other intellectual property laws. We own all interest, title, and other worldwide IP Rights (as defined below) in the NihaoPay Payment Services and all copies of the NihaoPay Payment Services.

For the purposes of this Agreement, “IP Rights” means all patent rights; copyright, including rights in derivative works; moral rights; rights of publicity; trademark, trade dress, and service mark rights; goodwill; trade secret rights; and other intellectual property rights as may now exist or hereafter come into existence, including all applications and

registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction.

You may choose to or we may invite you to submit comments or ideas about the NihaoPay Payment Services, including without limitation about how to improve the NihaoPay Payment Services or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place NihaoPay under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, NihaoPay does not waive any rights to use similar or related ideas previously known to NihaoPay, or developed by its employees, or obtained from sources other than you.

3. Term

The Agreement is effective upon the date you agree to it (by electronically indicating acceptance) and continues so long as you use the NihaoPay Payment Services or until terminated by you, NihaoPay, the Networks or NihaoPay Partnered Bank.

4. Termination

You may terminate this Agreement by closing your NihaoPay Account at any time by sending us the written consent. We may terminate this Agreement and close your NihaoPay Account at any time for any reason effective upon providing you notice in accordance with Section A.14 above. We may suspend your NihaoPay Account and your access to the NihaoPay Payment Services and any funds in your NihaoPay Account, or terminate this Agreement, if (i) we determine in our sole discretion that you are ineligible for the

NihaoPay Payment Services because of the risk associated with your NihaoPay Account, including without limitation significant credit or fraud risk, or for any other reason; (ii) you do not comply with any of the provisions of this Agreement; or (iii) requested by a Network or financial institution.

5. Effects of Termination

Upon termination and closing of your NihaoPay Account, we will immediately discontinue your access to the NihaoPay Payment Services. You agree to complete all pending transactions, stop accepting new transactions through the NihaoPay Payment Services and, where using NihaoPay Payment Services, immediately remove all NihaoPay and Network logos from your site or in your app (unless otherwise permitted to do so under a separate license from the Networks). Any funds in our custody will be paid out to you subject to the terms of this Agreement and your Payout Schedule.

Termination does not relieve you of your obligations as defined in this Agreement and NihaoPay may elect to continue to hold any funds deemed necessary pending resolution of any other terms or obligations defined in this Agreement, including but not limited to Chargebacks, Fees, Refunds, or other investigations or proceedings.

Upon termination, you agree (i) immediately cease your use of the NihaoPay Payment Services, (ii) discontinue use of any NihaoPay Marks or IP Rights licensed under this Agreement, and (iii) immediately remove any NihaoPay references and logos from your site or in your app. In addition, upon termination you understand and agree that (iv) the license granted under this Agreement will end, (v) we reserve the right (but have no obligation) to delete all of your information and account data stored on our servers, (vi) we will not be liable to you for compensation, reimbursement, or damages in connection with

your use of the NihaoPay Payment Services, or any termination or suspension of the NihaoPay Payment Services or deletion of your information or account data, and (vii) you are still liable to us for any Chargebacks, Fees, Refunds, or other amounts incurred by you or through your use of NihaoPay Payment Services prior to termination.

For 30 days after termination of your NihaoPay Account, you may request in writing that we provide to an alternative payment services provider the Payment Account Details regarding Transactions between you and your Customers that you are entitled to receive. We may require you to provide evidence that the alternative payment services provider has appropriate systems and controls as a precondition to the provision of any Payment Account Details. In addition, for Payment Account Details regarding payment card transactions, the payment services provider must be a PCI-DSS Level 1-certified. Our obligation to comply with a request under this section is limited to the extent commercially reasonable, and we may delay or refuse any request if we believe the payment services provider you have identified does not have systems or controls in place that are sufficient to protect Payment Account Details, that the integrity of Payment Account Details may be compromised, or if Laws or Payment Method Rules prohibit us from providing the Payment Account Details.

6. Your Liability

You are responsible for all Reversals, Chargebacks, Claims, fines, fees, penalties and other liability arising out of or relating to your use of the NihaoPay Payment Services and your breach of this Agreement. You are responsible for the use of lost or stolen cards to purchase products or services from your business and selected and implementing security controls that are appropriate for your business. You agree to reimburse your customer, NihaoPay, NihaoPay Partnered Bank, and any third party designated by NihaoPay or NihaoPay partnered bank for any and all such liability.



NihaoPay will have the final decision-making authority with respect to Claims. You will be required to reimburse NihaoPay for any liability we incur due to fulfillment or failure to fulfill obligations to your customers, including delivery of products or services. Your liability will include the full purchase price of the item plus the original shipping cost (and in some cases, you may not receive the item back). You will not receive a refund of any Fees paid to NihaoPay.

Without limiting the foregoing, you agree to defend, indemnify, and hold harmless NihaoPay, NihaoPay Partnered Bank, and their respective employees, directors, agents, and affiliates (collectively “Disclaiming Entities”) from and against any claim, suit, demand, loss, liability, damage, action, or proceeding arising out of or relating to (i) your breach of any provision of this Agreement; (ii) your use of the NihaoPay Payment Services with your site or app; (iii) your obligations to pay amounts owed under this Agreement, including without limitation any Reversals, Chargebacks, Claims, fines, fees, penalties and attorneys’ fees; (iv) negligence or willful misconduct of your employees, contractors, or agents; and (v) all third-party indemnity obligations we incur as a direct or indirect result of your acts or omissions (including indemnification of any Network or card issuer). NihaoPay may immediately request the full amounts from you owed for such liability to NihaoPay.

7. Representation and Warranties

You represent and warrant to us that: (a) if you are a sole proprietor, you are at least 18 years of age or, if you are under 18 years of age, you’ve obtained and can evidence consent from your parent or legal guardian to your execution of this Agreement and use of the NihaoPay Payment Services in the manner prescribed by NihaoPay; (b) you are eligible to apply and use the NihaoPay Payment Services and have the right, power, and ability to enter into and perform under this Agreement; (c) the information you submit as part of

your registration is current, accurate, and complete; (d) any transaction submitted by you will represent a bona fide transaction for permitted products or services; (e) any transactions submitted by you will accurately describe the products or services sold and delivered to a purchaser; (f) you will not engage in any unfair, deceptive, or abusive acts or practices when utilizing the NihaoPay Payment Services; (g) you will fulfill all of your obligations to each customer for which you submit a transaction and will resolve any consumer dispute or complaint directly with the purchaser; (h) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to your business, including any applicable tax laws and regulations; (i) except in the ordinary course of business, no transaction submitted by you through the NihaoPay Payment Services will represent a sale to any principal, partner, proprietor, or owner of your entity; and (j) you will not use the NihaoPay Payment Services, directly or indirectly, for any fraudulent or illegal undertaking, or in any manner so as to interfere with the normal operation of the NihaoPay Payment Services.

8. No Warranties

THE NIHAOPAY PAYMENT SERVICES AND ALL ACCOMPANYING DOCUMENTATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM OR THROUGH THE NIHAOPAY PAYMENT SERVICES OR FROM (I) NIHAOPAY OR NIHAOPAY PARTNERED BANK; (II) THE PROCESSORS, SUPPLIERS OR LICENSORS OF NIHAOPAY OR NIHAOPAY PARTNERED BANK;



OR (III) ANY OF THE DISCLAIMING ENTITIES WILL CREATE ANY WARRANTY FROM ANY DISCLAIMING ENTITY TO YOU. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER NIHAOPAY NOR NIHAOPAY PARTNERED BANK HAVE ANY CONTROL OVER THE PRODUCTS OR SERVICES THAT ARE PAID FOR, WHETHER PROVIDED THROUGH YOUR SITE OR APP OR OTHERWISE, WITH THE NIHAOPAY PAYMENT SERVICES, AND NEITHER NIHAOPAY NOR NIHAOPAY PARTNERED BANK CAN ENSURE THAT YOUR CUSTOMERS WILL COMPLETE A TRANSACTION OR IS AUTHORIZED TO DO SO.

WITHOUT LIMITING THE FOREGOING, THE DISCLAIMING ENTITIES DO NOT WARRANT THAT THE INFORMATION THEY PROVIDE OR THAT IS PROVIDED THROUGH THE NIHAOPAY PAYMENT SERVICES IS ACCURATE, RELIABLE, OR CORRECT; THAT THE NIHAOPAY PAYMENT SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE NIHAOPAY PAYMENT SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT THE NIHAOPAY PAYMENT SERVICES WILL FUNCTION IN AN UNINTERRUPTED MANNER OR BE SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE NIHAOPAY PAYMENT SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY SUBJECT MATTER DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE NIHAOPAY PAYMENT SERVICES IS DOWNLOADED AT YOUR OWN RISK – YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD. THE DISCLAIMING ENTITIES MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT HOW LONG WILL BE NEEDED TO COMPLETE THE PROCESSING OF A TRANSACTION.

THE DISCLAIMING ENTITIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR



OFFERED BY A THIRD PARTY THROUGH THE NIHAOPAY PAYMENT SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND NEITHER NIHAOPAY NOR NIHAOPAY PARTNERED BANK WILL BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

9. Limitation of Liability and Damages

IN NO EVENT SHALL A DISCLAIMING ENTITY BE LIABLE FOR ANY LOST PROFITS, LOSS OF DATA, OR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF, IN CONNECTION WITH, OR RELATING TO THIS AGREEMENT OR THE SERVICES, INCLUDING WITHOUT LIMITATION THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE NIHAOPAY PAYMENT SERVICES. UNDER NO CIRCUMSTANCES WILL ANY OF THE DISCLAIMING ENTITIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR NIHAOPAY ACCOUNT OR THE INFORMATION CONTAINED THEREIN, OR YOUR FAILURE TO USE OR IMPLEMENT SECURITY CONTROLS THAT ARE APPROPRIATE FOR YOUR BUSINESS.

THE DISCLAIMING ENTITIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (A) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE NIHAOPAY PAYMENT SERVICES; (B) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS USED IN CONNECTION WITH THE NIHAOPAY PAYMENT SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION STORED

THEREIN; (C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE NIHAOPAY PAYMENT SERVICES; (D) ANY SOFTWARE BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE NIHAOPAY PAYMENT SERVICES; (E) ANY ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION, FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR INFORMATION, IN EACH CASE POSTED, EMAILED, STORED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE NIHAOPAY PAYMENT SERVICES; AND/OR (F) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

WITHOUT LIMITING ANYTHING TO THE CONTRARY, THE DISCLAIMING ENTITIES' CUMULATIVE LIABILITY TO YOU SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF FEES PAID BY YOU TO NIHAOPAY PAYMENT SERVICES DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.

THIS LIMITATION OF LIABILITY SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING WITHOUT LIMITATION CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS. THE LIMITATIONS APPLY EVEN IF NIHAOPAY OR NIHAOPAY PARTNERED BANK HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

10. Disputes; Choice of Law; Jurisdiction and Venue



You agree that any disputes arising out of or relating to this Agreement or the NihaoPay Payment Services will be resolved in accordance with this Section 10.

This Agreement is governed by the laws of the State of California without regard to its choice of law provisions. The exclusive venue for any actions or claims arising under or related to this Agreement will be the state or federal courts located in Santa Clara County, California. ALL PARTIES IRREVOCABLY WAIVE ANY AND ALL RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING ANY CLAIM RELATING TO OR ARISING UNDER THIS AGREEMENT.

Headings are included in this Agreement for convenience only, and will not be considered in interpreting this Agreement. The Agreement does not limit any rights that we may have under trade secret, copyright, patent, or other laws.

11. Right to Amend

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the NihaoPay Payment Services or software with notice that we in our sole discretion deem to be reasonable in the circumstances, such as on our website. Any use of the NihaoPay Payment Services or software after our publication of any such changes will constitute your acceptance of this Agreement as modified.

12. Assignment

This Agreement and any rights or licenses granted hereunder may not be transferred or assigned by you without our prior written consent, but may be assigned by us without consent or other restriction upon notice to you or where substantially all of NihaoPay's assets are sold. Any attempt by you to assign this Agreement, or any rights or licenses granted herein, without NihaoPay's express written consent will be null and void.

13. Change of Business

You agree to give us at least 30 days prior notification of your intent to change your current product or services types, your trade name, your website URL, your mailing and physical address, your contact information, or the manner or types of payments you accept. You agree to provide us with prompt notification if you are the subject of any voluntary or involuntary bankruptcy or insolvency petition or proceeding. You also agree to promptly notify us of any adverse change in your financial condition, any planned or anticipated liquidation or substantial change in the basic nature of your business, any transfer or sale of 25% or more of your total assets or any change in the control or ownership of you or your parent entity. You will also notify us of any judgment, writ or warrant of attachment or execution, or levy against 25% or more of your total assets not later than 3 days after you obtain knowledge of it.

14. Parties

This Agreement binds you and your respective representatives, and permitted and approved successors (including those by merger and acquisition) or any permitted assigns.

15. Third-party Services and Links to Other Websites

You may be offered services, products, and promotions provided by or be presented links to websites operated by third parties (“Third-party Services”) that utilize, integrate, or provide services related to the Service. If you decide to use these Third-party Services, you will be responsible for reviewing and understanding the terms and conditions associated with these Third-party Services. You agree that we are not responsible for the performance

16. Force Majeure

No party will be liable for delays in processing or other nonperformance caused by such events as fires, telecommunications failures, utility failures, power failures, equipment failures, labor strife, riots, war, terrorist attack, nonperformance of our vendors or suppliers, acts of God, or other causes over which the respective party has no reasonable control, except that nothing in this section will affect or excuse your liabilities and obligations under Section D(10), including without limitation for Reversals, Chargebacks, Claims, fines, fees, refunds or unfulfilled products and services.

17. Responding to Legal Process

NihaoPay may respond to and comply with any writ of attachment, lien, levy, subpoena, warrant, or other legal order (“Legal Process”) that we believe to be valid. We may deliver or hold any funds or, subject to the terms of our privacy policy, any information as required under such Legal Process, even if you are receiving funds on behalf of third parties. Where permitted, we will use reasonable efforts to provide you notice of such Legal Process by sending a copy to the email address we have on file for you. NihaoPay is not responsible for any losses, whether direct or indirect, that you may incur as a result of our complying with any Legal Process.

18. Entire Agreement

This Agreement constitutes the entire agreement between you, NihaoPay, and NihaoPay partnered bank with respect to the provision of the NihaoPay Payment Services. In the event of a conflict between this Agreement and any other NihaoPay agreement or policy

relating to the subject matter herein, this Agreement will prevail. These terms and conditions describe the entire liability of NihaoPay, NihaoPay Partnered Bank, and our vendors and suppliers (including processors), set forth your exclusive remedies with respect to the NihaoPay Payment Services, and define your access and use of the NihaoPay Payment Services. If any provision of this Agreement (or portion thereof) is held to be invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect.

19. Survival

In addition to any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement, the following sections of this Agreement will survive and remain in effect in accordance with their terms upon the termination of this Agreement: Sections A(3) (“Authorization for Handling of Funds”), A(6) (“Taxes”), A(7) (“Your Data Security Obligations”), A(8) (“Security and Fraud Controls”), A(10) (“Privacy”), C(4) (“Reconciliations and Errors”), C(5) (“Refunds and Returns”), C(6) (“Chargebacks”), C(8) (“Excessive Chargebacks”), C(9) (“NihaoPay Fees”), C(10) (“Our Collection Rights”), D(2) (“Ownership”), D(5) (“Effects of Termination”), D(6) (“Your Liability”), D(8) (“No Warranties”), D(9) (“Limitation of Liability and Damages”), D(10) (“Disputes; Choice of Law; Jurisdiction and Venue”), D(14) (“Parties”), D(17) (“Responding to Legal Process”), D(18) (“Entire Agreement”), D(19) (“Survival”).