



PayPakx Services Terms and Conditions

PayPakx 服务条款和条件

Last updated: 16 July 2024

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Please read these Terms and Conditions carefully before accessing or using the PayPakx Services. These Terms and Conditions (the "Terms and Conditions") govern the availability and use of the PayPakx Services provided by us ("us", "we", "our", and "PayPakx", as defined below). By opening a PayPakx Account or accessing or using any part of the PayPakx Services, you (the "Customer", "Merchant", "you"/ "your", "any authorized user") accept and agree to become bound by these Terms and Conditions. In addition, you agree to be bound by the Jurisdiction-Specific Terms that are relevant to the Account Jurisdiction (as specified in Section 3.1 below) in which you contract. In addition, and without limiting the foregoing, you also agree to comply with and be bound by the Privacy Policy, Cookies Policy and such other policies and guidelines, notices, circulars and announcements from time to time issued by us to you, each of which shall form a part of these Terms and Conditions.

在访问或使用 PayPakx 服务之前，请仔细阅读这些条款和条件。本协议规定了我们的（“我们”，“PayPakx”，详见如下定义）提供服务的可用性和使用情况。当打开 PayPakx 账户或使用 PayPakx 的任何服务时，您（“客户”、“商户”、“您/你们”、“任何授权的用户”）接受并同意本协议的条款和条件。尤其需要指出的是，您同意与收款账户相关的特定司法管辖条款（详见第 3.1 条），并且同意遵守隐私政策和 Cookies 政策及我们不时通知您的其他政策、指引、通知和公示信息，以上这些均构成本协议的一部分。

Notwithstanding the fact that we may notify you of any major changes we make to these Terms and Conditions electronically, you shall be responsible for regularly reviewing these Terms and Conditions. At any time, you can view our then-current Terms and Conditions on our Website. All amendments, supplements and revisions shall be effective upon publication on our Website. When you use the PayPakx Services after our publication of any such amendment, supplement or revision, you agree that you are deemed to have read and agreed to the latest version of our Terms and Conditions, Privacy Policy, Cookies Policy and such other policies and guidelines, notices, circulars and announcements from time to time issued by us to you. If you do not agree to such amendments, supplements or revisions, you shall immediately close your PayPakx Account and stop using all of the PayPakx Services.

尽管我们将会及时通过电子方式通知您关于这些条款和条件的任何重大修改，您亦有责任定期查阅这些条款和条件。在任何时候，您都可以在我们的网站上查看我们当前最新的条款和条件。所有修改、补充及修订会在我们的网站上发布后生效。当我们在发布任何此类修订、



补充或修订后您仍使用 PayPakx 服务时，您同意视为您已阅读并同意我们的条款和条件、隐私权政策、Cookies 政策以及我们不时发布的其他政策、指引、通知和公示信息。如果您不同意此类修改、补充或修订，您唯一的选择就是立即关闭您的 PayPakx 账户并停止使用任何 PayPakx 服务。

These Term and Conditions shall be effective and legally binding on the earlier of the dates when (a) Customer creates a PayPakx Account; (b) affirmatively accepts the Terms and Conditions in writing or electronically; or (c) otherwise uses PayPakx's Services. Subsequently, these Terms and Conditions shall continue in effect until the date when you close your PayPakx Account and discontinue use of PayPakx's Services. Your acceptance of these Terms and Conditions shall confirm that you fully understand and accept all provisions in these Terms and Conditions. If you do not understand any of these Terms and Conditions, you are advised to obtain independent legal advice with respect thereto.

当客户创建一个 PayPakx 账户，(a) 以书面或电子形式肯定地接受本协议，或 (b) 使用 PayPakx 的服务时（以疏早为准），该协议将立刻生效且具有法律约束力（“生效日期”）。此后，本协议在您关闭 PayPakx 账户并终止使用 PayPakx 之前将持续有效。您接受本协议，则意味着您完全理解并接受这些条款和条件。如果您不理解其中任何一项条款和条件，请联系我们公司和/或建议您寻求外部独立法律意见。

1. Important Information 重要信息

1.1. You acknowledge that you and your use of the PayPakx Services shall be subject to all mandatory provisions of Applicable Law. You hereby acknowledge that you are acting, and you agree that you shall act, in your professional or business capacity, and that you are not entering into this Agreement, nor will you use the PayPakx Services, as a Consumer. You shall be solely responsible for understanding and complying with any and all laws, rules and regulations of your home country and the Account Jurisdiction that may be applicable to you in connection with your use of the PayPakx Services, which shall include Applicable Law, laws governing payment services, anti-money laundering or anti-terrorist financing requirements, consumer protection, data protection laws, anti-discrimination, gambling, false advertising, illegal sale or purchase or exchange of any goods or services, and those related to export/import activity, taxes or foreign currency exchange or licensing.

您知悉您本人和您使用 PayPakx 服务将受到适用法律的强制性规定约束。您特此声明，您同意您是以专业或商业身份开展活动，您不是以消费者身份签署本协议以及使用 PayPakx 服务。您需要全权负责理解和遵守您原籍国的法律、法规，以及与您使用 PayPakx 服务相关、基于账户司法管辖权可能适用于您的法律、法规，包括但不限于与以下监管支付服务相关的法律法规、反洗钱和反恐怖主义融资要求、消费者保护、信息保护、反歧视、赌博、虚假广告、非法销售或购买或交易任何商品或服务，和相关的进出口活动、税收或外汇交易及牌照有关的法律法规。

1.2. Our obligations under this Agreement shall be conditional on our acceptance of you

as a Customer at our sole discretion, including the requirements of Section 5, regarding Customer registration requirements, and Section 12, regarding Customer obligations.

本协议所规定的义务以我们接受您作为我们的客户为前提，我们公司有权单方面决定是否接受您为我们的客户。详情请参阅本协议第 5 部分“您的 PayPakx 账户”了解客户注册要求和第 12 部分“客户的义务和保证”。

- 1.3. We may at any time close, suspend or limit your access to your use of the PayPakx Services if we suspect that you may have committed any breach or violation of this Agreement or any other agreement you enter into with us or pursuant to any proprietary monitoring systems or techniques used by PayPakx when assessing the risk associated with your transaction activity. Please see Section 10 for further details. We may also limit your access to Funds as required by Applicable Law, per the instructions of law enforcement or applicable regulators, or when we consider necessary and appropriate.

如果您违反本协议或任何其他与 PayPakx 签署的协议，或在评估与您的交易活动相关的风险而进行检查时，我们可以随时关闭、暂停或限制您使用 PayPakx 服务。详情请进一步参阅本协议第 10 部分。我们也可以根据执法部门或监管部门的指示在法律我们认为适当或必要的情况下，限制您的资金。

- 1.4. We may close your PayPakx Account if your account becomes inactive. Please see Section 11 for further details.

如果您的账户不再活跃，我们可能关闭您的 PayPakx 账户。详情请进一步参阅本协议第 11 部分。

- 1.5. Protecting your privacy is very important to us. Please review our Privacy Policy and Cookies Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information. You shall only enter into this Agreement if you fully understand and agree to be bound by the Privacy Policy and the Cookies Policy.

保护您的隐私是我们的重要工作。请仔细阅读我们的隐私政策，以便更好地理解我们对保护您的隐私以及使用和披露您的信息所作的承诺。您签订本协议的前提应是您完全理解并同意接受隐私政策和 Cookies 政策的约束的情况下。

2. Definitions 定义

In the context of this Agreement, the following terms shall have the following meaning:

在本协议中，下列术语有下列含义：

- 2.1. Account Jurisdiction” means the jurisdiction where PayPakx receives the Funds from the Platform or the sender.

“账户司法管辖权”是指 PayPakx 从平台或付款人处收取资金的管辖权。

- 2.2. “Agreement” means these Terms and Conditions, all exhibits, referenced documents, attachments and such other policies and guidelines, notices, circulars and announcements from time to time issued by us to you, including the Privacy Policy and the Cookies Policy.

“协议”是指条款和条件、附件及我们不时通知您的政策、指引、通知和公示等，包括隐私政策和 Cookies 政策。

- 2.3. “Applicable Law(s)” means any law, regulation or generally accepted practices or guidelines in the Account Jurisdiction, or any other jurisdictions applicable to your use of the PayPakx Services, which shall include laws governing payment services, anti-money laundering or terrorist financing requirements, consumer protection, data protection laws, anti-discrimination, anti-corruption, human trafficking, child and forced labor, gambling, false advertising, illegal sale or purchase or exchange of any goods or services, and those related to export/import activity, taxes or foreign currency transactions, or licensing. Please further refer to the Jurisdiction-Specific Terms.

“适用法律”是指适用于使用 PayPakx 服务的账户司法管辖权或其他司法管辖区内任何法律、法规或普遍接受的做法和准则，包括但不限于以下支付服务相关的监管法律、反洗钱和反恐怖融资、消费者保护、信息保护、反歧视、反腐败、人口贩卖、童工和强迫劳动、赌博、虚假广告、非法销售或购买或交易任何商品或服务，和相关的进出口活动、税收或外汇交易活动。包括但不限于附件 A 中列出的司法区域特别条款。

- 2.4. “Approved Payee” means a natural or legal person approved by PayPakx as payee of the Funds, which may include a European Union Tax Administration, third party service companies, etc. For the avoidance of doubt, the Approved Payee shall in no event be a Consumer.

“核准收款人”是指由 PayPakx 核准的自然人或法人，可能包括第三方支付服务商。为避免任何疑问，核准收款人在任何情况下均不是消费者。

- 2.5. “Beneficiary Account” means your local beneficiary bank account into which you wish to receive distributions from your PayPakx Balance through the PayPakx Services, as instructed by you to us through your PayPakx Account.

“提现账户”是指您通过 PayPakx 账户向我们发出指令，通过 PayPakx 服务把您的 PayPakx 余额转移到您希望的银行账户。

- 2.6. “Business Day” means a calendar day with the exception of Saturdays, Sundays and public holidays in the Account Jurisdiction, on which the payment infrastructures of the Account Jurisdiction are open and banks carry out their regular business activities.

“工作日”是指在该账户司法辖区内，除周六、周日和公共节假日外的工作日，在工作日，该辖区内支付的网络基础设施是开放的，且银行开展日常业务活动。

- 2.7. “Buyer” means a person or entity that purchases your product or service from you or from a Platform.

“购买者”是指从您或平台上购买您的产品或服务的个人或组织。

- 2.8. “Consumer” means a natural person, who uses payment services for personal needs outside of his/her business, commercial or professional needs or activities, or a consumer as defined by the Applicable Law in the Account Jurisdiction. Please further refer to the Jurisdiction-Specific Terms.

“消费者”是指使用支付服务来满足除了业务、商业或职业需求和活动之外的个人需求的自然人，或者根据账户司法管辖区的适用法律可以定义为消费者的人。请详见司法区域特别条款。

- 2.9. “Customer” or “Merchant” means you, the individual or legal entity who enters into this Agreement and in whose name the PayPakx Account is registered.

“客户”是指您，也即签订本协议，并以其名字（名称）注册了 PayPakx 账户的个人或法人组织。

- 2.10. “Fees” are the after-tax net charges payable by you to us for using the PayPakx Services which are specified in the PayPakx Account held by you.

“费用”是指您向我们支付的使用 PayPakx 服务的税后费用。

- 2.11. “Funds” means the funds beneficially owned by you for the conduct of the Transactions.

“资金”是指您为进行交易而实益拥有的资金。

- 2.12. “Group Companies” refers to any of the entities specified in Section 3, and any other affiliates or subsidiary companies or holding companies that provide all or any part of the PayPakx Services.

“集团公司”是指是第 3 部分所规定的任何组织，以及其他 PayPakx 品牌属下、提供全部或部分本协议所述的 PayPakx 服务的任何分支机构、附属公司或控股公司。

- 2.13. “Inbound Payment(s)” means the funds received in the designated Payment Account from Platforms or approved senders.

“入账收款”是指收款账户中收到的来自经批准的平台或付款人的资金。

- 2.14. “Inbound Transaction(s)” means the action, initiated by Platform or approved sender, of transferring Funds to your Payment Account pursuant to Applicable Law or your agreement.

“入账交易”是指根据适用法律或协议约定，由平台或付款人发起的向您收款账户进行转账的交易。

- 2.15. “Jurisdiction-Specific Terms” mean the terms set out in Exhibit A that are applicable to your Account Jurisdiction and which forms part of this Agreement.

“司法区域特别条款”是指附件 A 中列出的适用于您的账户司法管辖区的条款。

- 2.16. Outbound Payment(s)” means a payment from the Payment Account to an Approved Payee upon an Outbound Payment Order.

“付款”是指收款账户在付款指令基础上支付给经核准收款人的付款。

- 2.17. “Outbound Payment Order(s)” means any instruction by the Customer to PayPakx requesting the transfer of funds to an Approved Payee.

“付款指令”是指客户向 PayPakx 发出的任何指令，要求将资金转移至核准收款人。

- 2.18. “Outbound Transaction(s)” means the action, initiated by you, of transferring Funds from you to an Approved Payee pursuant to Applicable Law or your agreement with the Approved Payee from your Payment Account.

“付款交易”是指根据适用法律或您与核准收款人之间的协议将资金从您的收款中转移到核准收款人的动作。

- 2.19. “Payment Account” means a PayPakx account designated by PayPakx to you that holds your PayPakx Balance.

“收款账户”是指 PayPakx 向您分配的存有您的 PayPakx 余额的账户。

- 2.20. PayPakx”, “we”, “us” or “our” means the applicable contracting entity as specified in Section 3 hereof.

“PayPakx”或“我们”是指本协议第 3 条所规定的缔约实体。

- 2.21. “PayPakx Account” means your online account where you register for PayPakx Services and make ongoing use of the PayPakx Services.

“PayPakx 账户”是指您在网上注册和持续使用 PayPakx 服务时的网络账户。

- 2.22. “PayPakx Balance” means the balance of Funds as from time to time shown in your PayPakx Account.

“PayPakx 账户余额”是指在您的 PayPakx 账户中不时显示的资金金额。

- 2.23. “PayPakx Account Credentials” means the Payment Account credentials (bank account number, routing number, IBAN, etc.) provided to you by us solely for the purpose of using the PayPakx Services.

“PayPakx 账号凭证”是指为使用 PayPakx 服务而提供的收款账号凭证（银行账号、路由号码、IBAN 等）。

- 2.24. “PayPakx Services” means all payment related services provided by PayPakx according to this Agreement, and “PayPakx Service” shall mean any of them.

“PayPakx 服务”指根据本协议由 PayPakx 提供的所有支付相关服务，且 PayPakx 服务是指其中的任一服务。

2.25. “PayPakx website” or “Website” means our website available at www.paypakx.com.

“PayPakx 网站”或“网站”是指我们的网站 www.paypakx.com。

2.26. “Platform” means (i) an e-commerce marketplace or other third-party selling platform; (ii) approved by PayPakx for use with PayPakx Services; and (iii) where you are a seller of goods or services pursuant to a written agreement between you and the Platform.

“平台”是指 (i) 电子商务平台或第三方销售平台; (ii) 经 PayPakx 批准可使用 PayPakx 服务; 以及 (iii) 根据您和平台之间的书面协议, 您是提供货物或服务的卖方。

2.27. “Service Providers” shall include banks, payment service providers, clearing networks and other third-party payment processing services from time to time used by PayPakx in the course of provision of the PayPakx Services.

“服务提供者”包括在提供 PayPakx 服务的过程中, PayPakx 所使用的银行、支付服务提供商、清算网络和其他第三方支付服务商。

2.28. “Transaction” refers to either (i) an Inbound Transaction; (ii) a Withdrawal Transaction; or (iii) an Outbound Transaction.

“交易”指的是 (i) 入账交易; (ii) 通过 PayPakx 服务完成的提现交易或 (iii) 付款交易。

2.29. “Withdrawal Instruction(s)” means, following receipt of Funds by PayPakx through an Inbound Transaction, an instruction by a Customer instructing PayPakx to execute a Withdrawal Transaction.

“提现指令”是指通过入账交易收到资金后, 由客户指示 PayPakx 执行提现交易的指令。

2.30. “Withdrawal Transaction(s)” means, following the action of a Withdrawal Instruction, the payment or transfer of Funds from the Payment Account to your designated Beneficiary Account or Approved Payee.

“提现交易”是指在您发出的提现指令后, 资金从收款账号转移到您指定的提现账户或核准收款人。

3. Contracting Entity 缔约方

3.1. “PayPakx,” “we,” “us” and “our” in this Agreement refer to the contracting entity listed in the chart below that corresponds to the Account Jurisdiction associated with your Payment Account. In the event that you open multiple Payment Accounts with us in different Account Jurisdictions, you will be deemed to have entered into agreements with each of us in the Account Jurisdictions where you have Payment Account with us. It should further be noted that the applicable agreement for a specific instruction would depend on to whom you give instructions, not the entity actually handling your instructions (if different). Please also refer to the Jurisdiction-Specific Terms when you read this Agreement.

在本协议中，“PayPakx”、“我们”指的是与您的收款账号相关联的账户管辖区域内的缔约方，具体详见下表。如果您在不同的账户管辖区中开设了多个收款账户，则您将被视为您与我们相应账户管辖区中的多个缔约方签订了协议。请您进一步注意，特定指令的适用协议取决于您向谁发出指令，而不是实际处理您指令的实体。请参阅“附件A-司法区域特别条款”进一步了解与下面缔约方相关的特定司法管辖区条款。

| Account Jurisdiction 账户管辖区 | Contracting Entity 缔约方 | Address for Notices 地址信息 | Jurisdiction 司法管辖 |
|-------------------------------|-------------------------------------|--------------------------------------------------------------------------------------------------------|----------------------|
| HONG KONG 香港 | Entrust Digital Limited 宇信数码有限公司 | UNIT H, 25/F., LEGEND TOWER, 7 SHING YIP STREET, KWUN TONG, KOWLOON, HONG KONG 香港九龙观塘成业街7号宁晋中心25楼H室 | HONG KONG 香港 |

3.2. While PayPakx will exercise reasonable efforts to communicate with you in the language(s) with which you are familiar, the languages currently supported by PayPakx for Customer support are English and Chinese (Mandarin and Cantonese). Notwithstanding the foregoing, we reserve the right to communicate with you in exclusively English, which will be the prevailing language for PayPakx communications, with all other languages available for convenience only.

PayPakx 将尽力使用您熟悉的语言与您进行沟通。目前可用于沟通的语言包括英语和汉语（普通话和广东话）。但是，我们保留与您用英语沟通的权利，这将是 PayPakx 沟通的优先语言，所有其他语言仅为沟通方便而使用。本协议项下的所有沟通都将遵循英文条款优先的原则。

3.3. You may contact Customer Support at any time by e-mail support@paypakx.com. You may also contact any of our affiliate offices via the contact information listed in Section 3.1 above.

您可以在任何时候通过发送电子邮件到 support@paypakx.com 联系我们的客户服务。您也可以通过上述第 3.1 款所列的联系方式联系我们。

3.4. You acknowledge and confirm that PayPakx may provide notice or other service-related information to you by posting it on the PayPakx website(s) (which shall include on the webpage in your PayPakx Account), emailing it to the email address listed in your PayPakx Account, mailing it to the street address listed in your PayPakx Account, calling you by phone, or sending you a “text” / SMS message. You must have internet access and an e-mail account to receive communications and information relating to PayPakx Services. You further confirm that such notices shall be deemed to have received by you upon the earlier of our issuance to you or upon publication on the PayPakx website(s). You may request a copy of any legally required disclosures

(including this Agreement) from us and we will provide such disclosures to you in a form which allows you to store and reproduce the information (e-mail shall be sufficient).

您知晓并确认 PayPakx 可以通过以下方式向您推送通知和相关服务信息：在 PayPakx 网站发布通知（包括但不限于您登陆 PayPakx 账户收到的通知信息），向您 PayPakx 账户关联的邮箱发送电子邮件，向您 PayPakx 账户关联的地址发送邮件，拨打您的电话，或向您推送短信或 SMS 信息。您必须能接入网络，并有电子邮件账户来接收与 PayPakx 服务有关的通信和信息。您进一步确认，该通知将在 PayPakx 网站发布或通过邮件发送之时即视为已收到。您可以申请任何经法律要求披露的信息的副本（包括本协议），我们会为您提供可以储存和复制的文件格式（例如，电子邮件）。

4. PayPakx Service Overview PayPakx 服务概述

4.1. PayPakx provides you, the Customer with, a payment service that allows you to:

PayPakx 为您，即客户，提供一系列服务，允许您进行如下活动：

- (a) Receive Inbound Payments from approved Platforms or senders to a designated Payment Account;

入账：从获批准的平台或付款人接收入账款项至指定的收款账户；

- (b) Withdraw Funds from the Payment Account to your local Beneficiary Account pursuant to Withdrawal Instruction or this Agreement;

提现：根据提现指令或本协议约定，将收款账户的资金提现至您的本地提现银行账户；

- (c) Initiate Outbound Payment from the Payment Account to an Approved Payee; and

付款：从收款账户中发起向核准收款人付款；以及

- (d) Report transaction data in some circumstances, for regulatory compliance purposes as required to receive foreign currency.

报告数据：在某些情况下，根据外币交易的合规要求，报告交易信息。

4.2. PayPakx Services may be subject to certain limitations and may not be available in certain jurisdictions, depending on:

受制于以下因素，PayPakx 服务在特定的司法管辖区可能会受到某些限制或者不可用：

- (a) the location of (i) you, (ii) the Platform or (iii) senders/originators of Funds;

您、平台和/或付款人/资金发起人的位置；

- (b) applicable regulatory requirements or Applicable Law in the Account Jurisdiction;

账户司法管辖区域所适用的监管要求；

- (c) the Jurisdiction-Specific Terms applicable to the Account Jurisdiction; and
适用于账户司法管辖区域的管辖权特定条款；
- (d) other similar factors as determined by PayPakx from time to time.

PayPakx 合理确定的其他类似因素。

- 4.3. In order to provide PayPakx Services, PayPakx may rely on its Group Companies, financial institutions, third-party banking counterparts or payment providers.

为了提供 PayPakx 服务，PayPakx 可能依赖其集团公司、金融机构、第三方银行机构和/或支付提供者。

- 4.4. PayPakx is not a bank or credit institution. PayPakx shall not accept any deposit from you nor pay any interest to you on your Funds/PayPakx Balance, including Funds held in the Payment Account, and PayPakx does not offer any feature or benefit of a bank account. By accepting these Terms and Conditions, you acknowledge that PayPakx is authorized to retain any interest that arises with respect to the sum of any Funds held in PayPakx's bank account(s). You further acknowledge that the Payment Account does not qualify as a deposit account as defined by relevant laws and regulations, including Applicable Law, and thus Funds held in your PayPakx Account or in the process of Transaction are not insured. However, PayPakx shall strictly adhere to applicable requirements that ensure the liquidity and protection of Funds held on your behalf. **PayPakx may, at its sole and absolute discretion, settle your PayPakx Balance to your Beneficiary Account if the PayPakx Balance is not withdrawn by you for a period from time to time specified by us in accordance with Applicable Law.**

PayPakx 不是银行或信贷机构，不接受任何存款，亦不对您在 PayPakx 账户余额支付利息，包括您收款账户中的金额，并且 PayPakx 不提供任何银行账户的功能或权益。通过接受本条款和条件，您确认 PayPakx 有权保留对 PayPakx 银行账户中持有的任何资金产生的任何利益。您进一步确认，收款账户不属于有关法律法规定义的存款账户，因此您在 PayPakx 账户中的资金或在交易过程中 PayPakx 持有的资金未予投保。但是，PayPakx 将严格遵守适用法律的要求，保障为您的利益所持有的资金的流动性和安全性。**如果您在 PayPakx 不时规定的时间内不对您的 PayPakx 余额进行提现或付款，则 PayPakx 有权酌情决定将您的 PayPakx 余额提现至您的提现账户。**

- 4.5. PayPakx shall in no event act as a fiduciary, trustee or escrow holder on your behalf. Subject to the specific terms applicable to the Account Jurisdiction, PayPakx shall act solely as an agent for you or the Approved Payee in respect of the Funds.

PayPakx 不作为您的受托人、信托人或代管人。我们不为平台服务。对于为您提供资金服务而言，受适用于您账户的司法管辖区的具体条款的限制，PayPakx 仅作为您或核准收款人的代理人。

- 4.6. You shall in no event allow the Platform any right to debit the Payment Account and you shall be liable to PayPakx for any debits made on such account by Platform or any other third party without PayPakx's prior written approval. Your failure to observe this Section shall be a material breach of this Agreement and we may terminate this Agreement forthwith without compensation and without prejudice to our other rights and remedies hereunder.

在任何情况下您均不得准许平台从收款账户扣款。对任何未经 PayPakx 事先明确批准的、由平台或任何其他第三方作出的上述扣款行为，您需要对该等扣款负责并保证 PayPakx 免于受损。若您违反本章条款将被视为对本协议的严重违约，且我们有权终止本协议且无需任何赔偿，且不损失本协议项下我们其他的权利和赔偿。

5. Your PayPakx Account 您的 PayPakx 账户

- 5.1. PayPakx Accounts. The use of PayPakx Services requires that you register for a PayPakx Account. Your rights to such PayPakx Account are limited by and set forth in this Agreement. A business or individual engaging in business activities approved by PayPakx from time to time may apply to use the PayPakx Services via our PayPakx website by registration of a PayPakx Account. As part of the application process, you will need to accept this Agreement (as defined in Section 2.2) and you may further be asked to confirm your acceptance to other arrangements that we may from time to time offer to you. You agree to provide us with true, accurate and complete information when you register for a PayPakx Account. You will be able to see relevant information in your PayPakx Account in pursuance to the personal data access rights provided under relevant data protection laws.

PayPakx 账户。需要您注册 PayPakx 账户才能使用 PayPakx 服务。您 PayPakx 账户所能享受的权利受本协议的条款限制。与经 PayPakx 不时批准的平台进行业务活动的组织或个人可以通过在我们的网站注册 PayPakx 账户来使用 PayPakx 服务。作为申请过程的一部分，您将需要接受本协议（详见第 2.2 条所定义）且您有可能被要求确认您接受我们可能不时提供给您的其他安排。您同意在注册账户时向我们提供真实、准确且完整的信息。您可以根据相关数据保护法提供的个人数据权限获取您的 PayPakx 账户信息

- 5.2. Eligibility. To be eligible to open a PayPakx Account, you agree that:

资格。您同意开设 PayPakx 账户需要满足以下条件：

- (a) You must have full legal capacity under Applicable Law to enter into and fully perform this Agreement. If you do not have such full legal capacity, you shall not register to use our PayPakx Services. Any person who registers as a user of PayPakx Services or provides such person's personal information to PayPakx represents that such person has full legal capacity under Applicable Law. If you register for the PayPakx Services on behalf of a business or commercial entity, you represent and warrant to us that you are legally authorized under the

business entity's formation and organizational documents or under the laws of your home country to agree to this Agreement and you shall supply all such proof to us within three (3) days from the date of our request therefor.

您必须具备在适用法律项下的签订本协议的完全民事行为能力。如果您不具备完全民事行为能力，则您禁止注册使用我们的 PayPakx 服务。任何申请注册成为用户或向我们的服务提供个人身份信息的行为即表示他们已具备适用法律项下的完全民事行为能力。您保证在法律上有签订合同的完全民事行为能力。如果您代表企业或商业组织注册 PayPakx 服务，您保证您已经获得根据该商业组织的成立和组织架构文件或根据您所在国家的法律合法授权，有权同意并接受本协议，且有义务在我们发起请求之日起 3 日内提供所有证明材料。

- (b) You shall not use PayPakx services except as a business or individual using PayPakx Services for business-related and commercial activities. PayPakx Services are intended to enable payments for business-related and commercial activities and are not intended for personal or Consumer use. You shall not use the PayPakx Services for domestic or household purposes or as a Consumer. You hereby acknowledge and represent that at all times while using the PayPakx Services you are using our services for business purposes, and that you are not a Consumer for the purpose of the application of Applicable Law.

您禁止使用 PayPakx 服务进行除商业和业务之外的活动。PayPakx 服务旨在便利与商业和业务活动相关的收款行为，不适用于消费者的使用。要拥有 PayPakx 账户，您必须是在开展自己的业务、贸易或专业过程中使用，不能代表其他任何第三方在我们的网站注册 PayPakx 账户开展业务或贸易，您禁止为了个人或家庭目的或作为消费者使用 PayPakx 服务。您特此确认并表示，在使用 PayPakx 服务时，您始终是为了商业目的使用我们的服务，并且按照适用法律的规定，您不属于消费者。

- (c) You shall maintain and use your PayPakx Account solely for your own business, trade or profession. You shall not represent any third party in registering with PayPakx for a PayPakx Account or otherwise assist in the circumvention of these Terms and Conditions or PayPakx's KYC (as defined below) requirements.

除特定情况外，您必须使用 PayPakx 服务处理您自己的交易，而不是代表任何其他个人或组织注册或协助他人绕开该服务条款和条件或 PayPakx 下述 KYC 要求。

- (d) You may only use the PayPakx Services through your PayPakx Account for your own business and not on behalf of any other person or entity, except for in certain circumstances approved by PayPakx where PayPakx may require written confirmation from the authorizing party granting authority to transact on their behalf and any other documentation we may require to assist us in order to fulfill the requirements of our compliance policies.

您只能通过您的 PayPakx 账户将 PayPakx 服务用于您自己的业务，但不得代表任何其他个人或实体使用 PayPakx 服务，除非在 PayPakx 批准的某些情况

下，PayPakx 可能需要授权方的书面确认代表他们进行交易以及我们可能需要的任何其他文件以协助我们履行我们的合规政策。

- (e) You acknowledge that PayPakx strictly prohibits impersonating or falsely claiming an affiliation with any person or entity while using PayPakx Services. Your failure to observe this Section shall be a material breach of this Agreement and we may terminate this Agreement forthwith without compensation and without prejudice to our other rights and remedies hereunder.

您认可 PayPakx 严格禁止您在使用 PayPakx 服务时假冒或虚假声明与任何个人或组织的联系。若您违反本章条款将被视为对本协议的严重违约，且我们有权终止本协议且无需任何赔偿，且无损及本协议项下我们的其他权利和赔偿。

- (f) We do not, and in no situation shall we be deemed to provide any tax or legal advice or approval or counsel with respect to any PayPakx Services, their amount and timing, nor with respect to your relationship with a Payee nor a European Union Tax Administration nor your tax, legal or business status nor situation.

在任何情况下，我们都不提供或被视为提供任何与付款相关的税额、法律意见、批准或建议以及其数额和时间，或就您与收款人的关系，或欧盟地区税务局，或就您的税务、法律或业务地位或情况，提供任何税务或法律意见或其他意见。

- 5.3. PayPakx's Role. Except for our limited role in facilitating certain aspects of payments in accordance with this Agreement, we shall in no event be considered to be involved in or party to any contract with respect to any underlying transactions between you and any Buyer, Platform, supplier, sender, the Approved Payee or any other party. For the avoidance of doubt, we are neither the Buyer nor the Seller of your products or services. You authorize us to hold, receive, and disburse Funds in accordance with your Withdrawal Instructions or Outbound Payment Orders and subject to Applicable Law. In this limited capacity, we act only as a service provider to you but not as a trustee. We may use the services of one or more Group Companies or Service Providers to provide the PayPakx Services and process Transactions. Notwithstanding the foregoing, if we consider it necessary and appropriate in our sole discretion, we may request that you provide evidence of transactions underlying or related to the PayPakx Services. You shall provide all such evidence we reasonably request within three (3) days from the date of such request.

PayPakx 的职责。除了我们在根据本协议促进某些收款方面的有限职责外，我们在任何情况下均不参与您与买方、平台、供应商、付款人或核准收款人之间的任何潜在交易。您授权我们根据您的收付款指示或付款指令持有、接收和下发资金。在此有限范围之内，我们仅充当服务提供方，既不是受托人，也不是您的产品或服务的买方或卖方，更不是潜在合同的缔约方。我们可以使用一个或多个集团公司和/或服务提供商的服务来提供 PayPakx 服务和处理交易。尽管有上述规定，但如果我们认为自己是必要且适当的情况下，则我们可能会要求您提供相关交易的证据。您应在我们发出要求之日起三（3）天内向提供我们所有我们认为合理的证据。

- 5.4. Verification. Your use of PayPakx Services is subject to PayPakx's Know Your Customer and approval processes (collectively, "KYC"). We have the right to request information and documentation prior to your use or during your use of the PayPakx Services including, but not limited to, information and documentation relating to your identity or the identity of your shareholders, proof of address, proof of ownership, and additional business-related information and documents. You agree that PayPakx may check and verify the information you provide as necessary or advisable to validate your identity, including through the use of third-party intermediaries or databases. You agree to provide to PayPakx, within three (3) days of PayPakx's request, all information required by PayPakx for the purpose of complying with its compliance obligations. We shall be entitled to deny your use or your continued use of the PayPakx Services if you fail or refuse to provide the information requested by us under this Section.

验证。您使用 PayPakx 服务须通过 PayPakx 的“了解您的客户”（“KYC”）和注册时的批准程序。我们有权在您使用 PayPakx 服务之前要求您提供（包括但不限于）您或您股东的身份信息、地址证明文件、控制权证明文件和其他相关资料和文件。您同意，PayPakx 可以采取必要的手段检查和验证您提供的信息，包括通过使用第三方中介或信息库以验证您的身份。在使用 PayPakx 服务之前或使用过程中，我们可能要求您提供额外的相关业务信息和文件，包括但不限于允许 PayPakx 验证您个人或组织股东的身份证明文件，地址或所有权证明以及其他公司文件。您同意在三（3）个自然日内向 PayPakx 提供 PayPakx 为遵守其履约义务而要求您提供的任何信息。未能提供此类要求的信息可能导致我们拒绝为您提供 PayPakx 服务。

- 5.5. Account Credentials. For certain approved Platforms, you may request PayPakx Account Credentials, which you will provide to such Platforms from which you wish to receive payment through PayPakx Services. Your PayPakx Account Credentials shall be unique to you and shall be provided to the Platform by you in order to properly receive and transfer Funds on your behalf. You shall keep the PayPakx Account Credentials safe and strictly confidential. You must keep your PayPakx Account Credentials secure and you must not disclose your PayPakx Account Credentials to any third party. You shall be solely responsible for all activities conducted by any party using or accessing your PayPakx Account whether such use or access is authorized or not and you shall further indemnify the Indemnified Persons (as defined below) for all losses of the foregoing in connection therewith.

账号凭证。在某些认可平台，完成注册并开设 PayPakx 账户后，您可要求 PayPakx 提供账号凭证，您可以把账号凭证提供给您希望 PayPakx 为您收款的获批准的平台。您的 PayPakx 账号凭证对您来说是唯一的，且必须由您提供给平台以便您能适当地接收和转移资金。您必须严格保证账号凭证的安全，不能向任何第三方透露。无论任何一方使用或访问您的 PayPakx 账户，无论是否经授权，您均应对任一方进行的所有活动承担全部责任，并应就与我们有关的所有损失向我们进一步赔偿。

- 5.6. Account History. We may make summaries of your PayPakx Account activity available to you through the online PayPakx Account portal.

账户操作历史。我们有权通过 PayPakx 账户向您提供您的 PayPakx 账户活动摘要。

- (a) Information regarding settlements of Inbound Payment, Fees, and foreign exchange rates are typically displayed in the online transactions history in your PayPakx Account. Such display shall constitute a request for confirmation by PayPakx to you. You shall periodically review and validate the transaction information summarized for you by PayPakx and notify PayPakx of any error immediately upon discovery thereof. Your failure to notify PayPakx within three (3) months from the day when the transaction statement was made available to you shall constitute an acceptance by you of the transactions listed in your PayPakx Account.

有关入账收款的信息、费用和汇率的信息将显示在您的 PayPakx 账户的在线交易记录中，此类信息即视同为 PayPakx 向您提出确认请求。您应当定期查看并核对该等信息，如发现任何错误，请立即通知 PayPakx 要求更正。如您未能在交易可查阅之日起 3 个月内通知 PayPakx，将构成您对 PayPakx 账户所列交易的接受。

- (b) Except as required by Applicable Law, you shall solely be responsible for (a) compiling and retaining permanent records of all transactions and other data associated with your PayPakx Account and your use of the PayPakx Services, and (b) checking all payment activity to and from your PayPakx Account to ensure no unauthorized behavior has occurred. Except as required by Applicable Law, upon the termination of this Agreement for any reason, PayPakx shall in no event be under any obligation to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation or other information in connection with your PayPakx Account or any transactions submitted by you through the PayPakx Services.

除适用法律要求外，您全权负责 (a) 汇总和保留与您的 PayPakx 账户相关的所有交易和其他信息以及您使用 PayPakx 服务的永久性记录，以及 (b) 核对所有来自您的 PayPakx 账户的收付款活动，确保没有发生未经授权的行为。除适用法律规定外，在本协议终止后，PayPakx 没有义务为客户存储，保留，报告或以其他方式提供与您的 PayPakx 账户以及您通过 PayPakx 服务提交的任何交易相关的记录、文件或其他信息的任何副本。

- 5.7. Processing and Rejections. We will process only Transactions that we deem to be properly sourced and authorized. You acknowledge and accept that PayPakx may, at any time, reject or limit payments in our sole discretion, or suspend access to your PayPakx Account, in accordance with Applicable Law, instructions by regulator or internal compliance and risk management policies of PayPakx. You agree that Transactions carried out pursuant to this Agreement may be subject to disclosure to competent authorities. You may, to the extent permitted by Applicable Law, access the information so disclosed where such information concerns you, provided such right to access does not undermine the purpose of the fight against money laundering or

terrorist financing. You agree that you shall not bring any prosecutions, civil liability actions or any professional sanction against PayPakx, its managers or employees who have reported their suspicions in good faith to the relevant authorities.

处理和拒绝。我们将仅处理我们认为来源正当且获得授权的交易。您承认并接受，基于遵守反洗钱的规定或内部风险管理决定，PayPakx 有权随时对您拒绝付款、限制付款或暂停使用 PayPakx 账户且不释明理由。您已知晓在本协议框架内进行的交易可能受到监管机构要求披露的权力约束。您可以根据适用法律，在法律允许的限度内查阅所有披露的和您相关的信息，前提是您的获取不会影响打击洗钱和恐怖组织融资的目的。您同意您不会因为 PayPakx 公司主管和雇员基于合理的怀疑将信息汇报给相关权力部门而对我们提出控告或民事诉讼，或为此采取任何专业处罚。

5.8. Restricted Use. You agree that in connection with your use of PayPakx Services, you will not:

限制使用。您同意在使用 PayPakx 服务时，您不会：

- commit any breach of this Agreement, Privacy Policies or any other agreements that apply to you;

违反本协议、隐私政策和任何其他适用于您的协议；

- violate any Applicable Law or any laws or regulations of the country where you manufacture, purchase, store or sell your products or provide services;

违反任何适用法律以及制造，购买，存储或销售您的产品或提供服务的国家/地区的任何法律或法规；

- engage in unlawful businesses or activities;

从事不合法的业务或活动；

- infringe or misappropriate the intellectual property rights or rights of publicity or privacy of PayPakx or any third party;

侵犯或盗用 PayPakx 或任何第三方的知识产权、公开权或隐私权；

- Sell counterfeit goods or goods produced in whole or in part using child or forced labor;

销售侵犯第三方知识产权的仿品或由童工或强迫劳动所制造的商品；

- Provide false, inaccurate or misleading information;

提供虚假、不准确或误导性的信息；

- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or

拒绝配合对您的身份或您提供给我们的任何信息进行调查或确认；

- Send or receive Funds that PayPakx reasonably believes are potentially involved

in money laundering, terrorist financing or other illegal activities.

发送或接收 PayPakx 合理认为可能涉及洗钱、恐怖融资或其他非法活动的资金。

If PayPakx believes that you may have engaged in any of the above Restricted Uses, PayPakx may, in its sole discretion, suspend or terminate your PayPakx Account or refuse to provide you with any PayPakx Services in the future. You shall further indemnify the Indemnified Persons for all of their respective losses in connection therewith.

如果 PayPakx 认为您可能存在任何上述的限制使用行为，我们有权自行决定暂停或终止您的 PayPakx 账户，或将来拒绝为您提供任何 PayPakx 服务。您应当向我们赔偿因此所遭受的一切损失。

- 5.9. Court Orders or Regulatory Actions. If PayPakx is notified of a court order, regulatory action or equivalent legal or governmental process that affects your PayPakx Account, we may be required to temporarily or permanently withhold or freeze all or some portion of the money in your PayPakx Account, or release such money to third parties. PayPakx will decide, in its sole discretion, what action is required in such circumstances. Unless the court order, Applicable Law, regulatory requirements or other legal process require otherwise, and only if permitted by Applicable Law, we will notify you of such actions. PayPakx shall not be under any obligation to contest or appeal any court order or legal process involving you or your PayPakx Account.

法院命令或管制行动。如果 PayPakx 收到法庭命令、监管指令或类似的法律或政府通知并可能影响您的 PayPakx 账户，则我们可能会按照要求暂时或永久扣留、冻结您的 PayPakx 账户中的全部或部分资金，甚至将其释放给第三方。PayPakx 将自行决定我们需要采取哪些行动。除非法院命令，适用法律、监管要求或其他法律程序另有要求，否则我们将在适用法律允许的限度内将采取的行为通知您。PayPakx 在任何情况下对任何涉及您或您的 PayPakx 账户的法庭命令或法律程序均没有抗辩或上诉的义务。

- 5.10. Compliance with Sanctions Regulations. You understand that PayPakx will comply with all applicable sanction laws and regulations ("Sanctions Regulations") enforced by various jurisdiction which shall include the People's Republic of China, the Hong Kong SAR of the People's Republic of China, the United States of America, the United Nations, the European Union and the United Kingdom. No PayPakx Service shall be provided to any individual or entity which (a) prescribed as sanctioned; (b) subject to any sanctions; (c) violates any Sanctions Regulations; or (d) violates the internal compliance and risk management policies of PayPakx. You shall strictly comply and be bound by the Sanctions Regulations and policies of PayPakx and shall not use any PayPakx Service to engage in any activity which violates or tends to violate the Sanctions Regulations, which shall include using PayPakx Services to process Funds originating from or shipping to any persons, countries, organizations or other entities or related to activities or purposes prescribed as sanctioned or subject to any sanctions under the Sanction Regulations. Your violation of any of the foregoing provisions shall be a material breach of this Agreement, in which case PayPakx shall be

entitled to, in addition to other remedies available at law or in equity, suspend or terminate all or part of PayPakx Services without compensation to you, and you shall indemnify the Indemnified Parties from all losses arising therefrom (if any).

遵守制裁制度。您理解，PayPakx 遵守所有有关制裁的法律、法规和制度，包括但不限于中国内地、中国香港特别行政区、美国、联合国、欧盟和英国等国家、地区或国际组织的有关制裁的法律、法规和制度（下称“制裁制度”），PayPakx 不会向 (a) 规定受制裁；(b) 受到任何制裁；(c) 违反任何制裁制度；和/或 (d) 违反 PayPakx 内部合规政策的任何个人或实体提供 PayPakx 服务。您承诺，您将严格遵守制裁制度及 PayPakx 合规政策，您不会利用 PayPakx 服务从事任何违反制裁制度的活动，包括但不限于处理任何来源于或运送至受制裁的个人、国家、组织或任何实体的资金。您违反上述任何条款均被视为严重违约，除寻求法律或衡平法下的赔偿之外，PayPakx 有权暂停或终止向您提供全部或部分服务而无需任何赔偿，且您应当赔偿受损方由此产生的一切损失（如有）。

6. Inbound Transactions 入账交易

- 6.1. Only Platforms or senders approved by PayPakx may make payments to your PayPakx Account for the purposes permitted under the PayPakx Services. PayPakx may approve such Platforms or senders at its sole discretion. Inbound Payment that are not approved by PayPakx may be rejected in PayPakx's discretion. Any costs and expenses associated with rejected payments shall be borne solely by you, as applicable. You represent that the acceptance of Funds through the PayPakx Services shall in no event commit any breach of your Agreement with the Platform or with any other party.

为 PayPakx 服务允许之目的，只有 PayPakx 批准的平台或付款人才可以向您的 PayPakx 收款账户付款。是否批准平台或付款人，由 PayPakx 自行决定。未经 PayPakx 批准的入账收款可能会被拒绝。任何与被拒付款项相关的成本和费用均由您承担（如有）。您承诺通过 PayPakx 服务接受资金不违反您与平台或其他方的协议。

- 6.2. PayPakx shall allow Funds to be received in U.S. dollars, Chinese yuan, Hong Kong dollars, Euros, British pounds, Japanese yen, Canadian dollars, Singapore dollars, Australian dollars, New Zealand dollar. PayPakx may, at any time at its sole discretion, enable or disable any currencies. Payment Accounts denominated in these currencies are held with banks established either in the country of origin of the currency or in another country.

您可以收取美元、人民币、港元、欧元、英镑、日元、加元、新加坡元、澳元、新西兰元。PayPakx 可能会不时启用或禁用任何币种。以这些货币为基准价格的账户由该货币原始国或该国在其他国家建立的银行持有。

- 6.3. You may provide your PayPakx Account Credentials to the Platforms from whom you wish to receive payment through the PayPakx Services. You acknowledge and confirm that the PayPakx Services are not a bank account and you are not permitted to carry out any activity that falls outside of the scope of the PayPakx Services. You agree not

to conduct any direct communication with any bank that is involved in provision of the PayPakx Services unless such communication is approved by an authorized representative of PayPakx in advance in writing. Any direct contact with a bank or other payment provider regarding the PayPakx Services may result in immediate termination of your use of the PayPakx Services.

可以将 PayPakx 账户凭证提供给您希望通过 PayPakx 服务进行收款的平台。请注意，PayPakx 账号不是银行账户，您不得执行任何超出 PayPakx 服务范围的活动。同时，您同意避免与支持 PayPakx 服务的银行直接进行沟通，否则任何与 PayPakx 服务有关的银行或其他支付提供商的直接沟通可能会导致您被立即终止使用 PayPakx 服务，除非 PayPakx 授权代表提前书面批准您从事上述沟通。

- 6.4. PayPakx Services will only accept or send Funds via debit or wire transfer networks. PayPakx Services do not support cash, credit card payments or checks for Inbound Payment and Outbound Payment.

PayPakx 服务只接收或执行电汇网络的资金，PayPakx 服务暂不支持现金、信用卡或支票的入账收款和付款。

- 6.5. You acknowledge and confirm that the time required for Inbound Payments to reach your Payment Account shall in no event be under PayPakx's control. As an illustration only and not otherwise, payments typically arrive at your Payment Account within one (1) to three (3) Business Days from the date of remittance, but there is no guarantee thereof. If an Inbound Payment is not received within five (5) Business Days from the payment instruction of the relevant Platform, we may initiate an internal investigation on your behalf upon your request. You shall directly resolve any issues or disputes associated with Platforms and their policies with the Platform. PayPakx shall in no event be under any obligation to resolve such issues or disputes for you.

入账收款到达您的收款账户所需的时间不在 PayPakx 的控制之中。举例来说，付款通常自汇款发出之日起一至三（1-3）个工作日内收到，但 PayPakx 不做承诺或保证。如果在相关平台的支付指令发出后五（5）个工作日内未收到入账收款，我们有权根据您的要求代表您进行内部调查。您应根据平台政策直接联系平台解决任何相关问题或争议，PayPakx 没有义务为您解决此类问题或争议。

- 6.6. PayPakx shall use commercially reasonable efforts to inform you of Inbound Payments received to a Payment Account by updating your PayPakx Balance within one (1) Business Day from the date of receipt of the Funds in the Payment Account.

PayPakx 将以商业上合理的努力通知您收款账户收到的入账情况，并在不迟于收款账户收到资金的下一（1）个工作日内及时更新您的 PayPakx 余额。

- 6.7. If requested by a Platform or Service Provider, or if PayPakx deems it necessary at its sole discretion, PayPakx shall provide a receipt in the name of you, evidencing PayPakx's receipt of Funds as instructed by you. You authorize PayPakx to provide a copy of this Agreement as well as information regarding Inbound Transactions or Outbound Transactions to any Platform or Service Provider that requests information

concerning the Merchant, Inbound Transactions or Withdrawal Transactions.

如果平台或服务提供商提出要求, 或者 PayPakx 认为有必要 (有权自行决定), PayPakx 将以您 (商户) 的名义提供收据, 以证明 PayPakx 已根据您的指示收到资金。您授权 PayPakx 向任何提出相应请求的平台或服务提供商提供本协议的副本、入账收款、提现交易和付款信息。

7. Withdrawing Funds 提现交易

7.1. PayPakx Services shall only be used as business-to-business services and shall in no event be used for Consumer transmission. Thus, you may receive Funds only in your Beneficiary Account as approved by PayPakx. PayPakx may refuse to carry out any Withdrawal Instruction that may involve sending Funds to any Beneficiary Account that is not under your name, or to a bank account of which you are not the beneficial holder. Unless otherwise expressly approved by us, you shall be the sole accountholder of each of your Beneficiary Accounts.

PayPakx 服务是公对公的业务, 不能用作消费者之间进行资金转账。因此, 您只能在 PayPakx 批准的提现账户中收到资金。PayPakx 可以拒绝执行任何向不属于您的提现账户或者您不是该账户的持有人的银行账户的提现指令。除非我们明确批准, 否则您应当是您提现账户的唯一账户所有人。

7.2. After the completion of an Inbound Transaction and when your PayPakx Balance is positive, you may submit a Withdrawal Instruction to instruct PayPakx to transfer part or all of the PayPakx Balance to your Beneficiary Account, net of Fees. The Withdrawal Instruction must include the following information:

入账收款完成后, 若您的 PayPakx 余额为正, 您可以提交提现指令, 指示 PayPakx 将部分或全部 PayPakx 余额 (扣除费用后) 转入提现账户。提现指令必须包括以下信息:

(a) the amount requested in the currency corresponding to the Funds PayPakx received from the Platform; and

您要求转入的、与 PayPakx 从平台收款对应的货币金额;

(b) valid Beneficiary Account details.

有效提现账户详情。

7.3. With respect to Beneficiary Account details:

关于提现账户的详细信息:

(a) You shall ensure that your Beneficiary Account information is true, accurate and complete. We shall in no event be held responsible for Funds being sent to the wrong bank account as a result of your provision of untrue, inaccurate or incomplete Beneficiary Account information. In the event that the payment is rejected due to untrue, inaccurate or incomplete Beneficiary Account

information provided by you, you shall solely be responsible for relevant Fees and PayPakx may directly deduct such Fees from your PayPakx Balance. In case of any incorrect or misdirected payment, we shall take reasonable measures to assist you with tracing and, if reasonably feasible, recovering such payments, but we shall in no event be liable for any payments that cannot be recovered. All our additional costs in relation thereto shall be borne by you.

您必须确保您的提现账户信息真实、准确且完整。因您提供不准确的提现账户信息而导致资金转移错误的，我们对此概不负责。如果由于您提供的提现账户信息不真实、不准确或不完整完整而导致付款被拒绝，您将负责相关费用，并且 PayPakx 可以从您的 PayPakx 余额中直接扣除此类费用。如果发生任何不正确的或误导性的付款，我们将采取合理措施，协助您进行追查，并在合理可行的情况下追回此类款项，但对于任何无法收回的款项，我们概不负责。任何于此相关的额外费用均由您承担。

- (b) You shall ensure that your Beneficiary Account is in good standing and able to receive Funds. If your Beneficiary Account bank rejects the Withdrawal Transaction from PayPakx, Funds will be held with PayPakx until a valid Beneficiary Account is provided. All costs associated thereto shall be borne by you.

您必须确保您的提现账户有效并能够接收资金。如果您的提现账户银行拒绝 PayPakx 的提现，资金将由 PayPakx 持有，直到您提供有效的提现账户为止。

- (c) PayPakx shall be entitled to reject any Beneficiary Accounts that do not comply with PayPakx's compliance requirements or if payments to such Beneficiary Account would violate Applicable Law. You shall provide other Beneficiary Account so that we can continue to provide the PayPakx Services to you.

对于任何不符合 PayPakx 合规要求的提现账户，或者提现至该提现账户违反适用法律的，PayPakx 有权拒绝执行该等提现账户。

- 7.4. Once you submit a Withdrawal Instruction to PayPakx to execute a Withdrawal Transaction and debit your Beneficiary Account with the amount of such Withdrawal Transaction, less all applicable Fees, the withdrawals to your Beneficiary Account shall be irrevocable and you will not be able to refund the Funds transferred into your Beneficiary Account.

一旦您向 PayPakx 提交提现指令，即将扣除所有相应费用后的剩余金额转账至您的提现账户时，该提现操作是不可撤销的，您将无法退还已转入您提现账户中的资金。

- 7.5. After receiving a Withdrawal Instruction, PayPakx will initiate a Withdrawal Transaction in the amount and currency you selected, less any Fees. Any Fees charged by the bank of your Beneficiary Account shall be your sole responsibility and PayPakx shall not be liable for such fees.

收到提现指令后，PayPakx 将以您选择的金额和货币进行提现交易，扣除所有相关费

用。您的提现账户的银行费用由您承担，PayPakx 不负责此类费用。

- 7.6. PayPakx reserves the right to offset from any PayPakx Balance any amounts owed to PayPakx by you, including, but not limited to, all Fees payable under this Agreement.

PayPakx 保留从您的 PayPakx 余额中直接扣除您应付给 PayPakx 的任何费用的权力，包括但不限于所有根据本协议需要支付的费用。

- 7.7. Withdrawal Instructions received by PayPakx will be processed within one (1) to three (3) Business Days at the currency exchange rate as detailed in Section 9.3 below.

PayPakx 将在收到提现指令后将在 1-3 个工作日内以相应的货币汇率进行处理，详见下文第 9.3 款。

8. Outbound Payments 付款交易

- 8.1. You shall ensure that any Outbound Payment Order be accompanied with the following information, if applicable:

如果适用，您应确保任何付款指令包含以下信息：

- (a) the amount and currency under which of the Outbound Payment Order has to be executed;

需要执行付款指令的金额和货币；

- (b) the name of the relevant Payee;

有关收款人的姓名；

- (c) the international bank account number or, where relevant, the payment account's details of the relevant Payee; and

国际银行账户号码或有关收款人的账户详情（如适用）；和

- (d) any other information required by PayPakx to proceed with the Outbound Payment Order, including the underlying transaction details and documents, which will include any information necessary for PayPakx to comply with Applicable Law.

PayPakx 要求进行付款指令的任何其他信息，其中包括 PayPakx 遵守适用法律所需的任何信息。

If you are an individual or entity in mainland China, Outbound Transactions are limited to transactions in respect of purchase, warehousing, logistics, taxation and other expenses allowed pursuant to Applicable Law incurred inside or outside of China for the purpose of selling goods or providing services on the Platform. PayPakx is entitled to review or further require you to supplement the supporting materials and may refuse to process your payment instruction based on internal compliance policies.

若您为中国大陆个人或实体，付款仅限于您在平台销售货物或提供服务而在中国境外或境外发生的采购、仓储、物流、税收等监管允许的费用支出用途，PayPakx 有权对该等付款的交易信息予以审核或进一步要求您补充相关证明材料，并可基于内部合规政策拒绝处理您的付款指令。

- 8.2. PayPakx may refuse to execute an Outbound Payment Order in the event of technical issues or if the information provided by the Customer is untrue, inaccurate or incomplete. PayPakx shall make reasonable detail regarding such refusal available to the Customer on such Customer's PayPakx Account as long as the relevant Outbound Payment Order is subject to such refusal.

如果因技术问题或客户提供的信息不真实、不准确或不完整，PayPakx 可能会拒绝执行付款指令。当相关付款指令被拒绝，PayPakx 将尽合理努力在其账户中展示拒绝详情。

- 8.3. The time of receipt of an Outbound Payment Order, the time of execution and the value date are determined as follows:

收到付款指令的时间、执行时间和交割日期按照如下方式确定：

- (a) Time of receipt. The time of receipt of an Outbound Payment Order is the time when the Outbound Payment Order is actually received by PayPakx. If the Outbound Payment Order is received by PayPakx after the cut-off time (set by PayPakx's contracting entity as described in Section 3 hereof) on a Business Day or on a day which is not a Business Day, the Outbound Payment Order shall be deemed to have been received on the immediate succeeding Business Day for such PayPakx contracting entity. Once the Outbound Payment Order is received by PayPakx, it shall be irrevocable.

收到时间。收到付款指令的时间是 PayPakx 实际收到付款指令的时间。如果 PayPakx 在营业日或非营业日的截止时间（由 PayPakx 缔约方如第三条所设定）之后收到付款指令，则该指令的接收时间应当为 PayPakx 缔约方实际收到该指令的下一个营业日。一旦 PayPakx 收到付款指令，它将是不可撤销的。

- (b) Time of execution. After receipt of an Outbound Payment Order, PayPakx shall ensure that the amount of the Outbound Payment is credited to the payee's bank or payment service provider's account at the latest by the end of the Business Day immediately succeeding receipt of the Outbound Payment Order.

执行时间。在收到付款指令后，PayPakx 应确保最迟在收到付款指令后的下一个工作日结束时将支付金额发起转账至收款人的银行或支付服务提供商的账户。

- (c) Value date. The debit value date for the Customer acting as payer shall be no earlier than the point in time at which the amount of the Outbound Payment Order is debited from the Payment Account.

交割日期。客户作为付款人的交割日期不早于从收款账户中扣除付款指令中对应金额的时间点。

- (d) The time limits. The time limits prescribed above are usual time limits and apply subject to the Payment Account Balance being positive and showing sufficient Funds in order for PayPakx to proceed with the requested Outbound Payment Order. For the sake of clarity, the foregoing time limits may be extended due to practical circumstances of which we shall inform you accordingly.

时间限制。以上所规定的时间限制是通常时间限制，只适用于支付余额为正值且显示余额充足的情况下，以便 PayPakx 继续执行所请求的付款指令。再次澄清，该时间可能会因实际情况而延长，我们会据此通知您。

9. Fees 费用

- 9.1. PayPakx shall advise you of all Fees that may be charged by PayPakx against you through the PayPakx Account. Acting reasonably, and following notice to you, PayPakx may from time to time adjust existing Fees or introduce new Fees. You shall pay all Fees as from time to time adjusted by us and your continued use of the PayPakx Services indicates your continued acceptance of such Fees. When we adjust our Fees, we will publish the updated Fees in your PayPakx Account portal and may send you an email notification (if required). If you have any questions or are unclear as to any Fees, you should contact PayPakx Customer Support.

所有 PayPakx 可能收取的费用均在您的 PayPakx 账户中列明。PayPakx 有权合理行事，并通知不时调整现有费用或增加新的费用。您同意支付所有费用，您持续使用 PayPakx 服务即表示您接受所有费用。当我们调整费用时，我们将在您的 PayPakx 账户中发布更新的费用，并发送电子邮件通知（如需）。如果您有任何问题或对任何费用不清楚，您应该联系 PayPakx 获得客户支持。

- 9.2. Fees payable by you will be deducted from your Payment Account, and will be charged when the Transaction is executed. You hereby authorize and instruct us to so deduct such Fees.

您所支付的费用将从收款账户中扣除，并在交易执行时收取费用。您特此授权并指导我们扣除此类费用。

- 9.3. Your Transaction may be subject to currency conversions. If the Transaction involves a currency conversion, such conversion will be completed at the foreign exchange rate at the applicable transaction time as determined by PayPakx at our sole and absolute discretion. To avoid the fluctuation of foreign exchange rates, foreign exchange rates of each Transaction will be determined when such Transaction is processed by PayPakx. As a result, and subject only to Applicable Law, the foreign exchange rate provided by PayPakx prior to the execution of such Transaction is for reference only and the actual foreign exchange rate during the Transaction shall prevail. You acknowledge and confirm that you shall be bound by the applicable exchange rates from time to time.

您的交易可能会涉及货币兑换。如果交易涉及到货币兑换，则将按照 PayPakx 自行确定的相应交易时间的汇率完成。为避免汇率波动，每笔交易的汇率在交易处理时方才确定。因此，根据适用法律，PayPakx 在交易前向您提供的汇率仅供参考，具体以成交时的汇率为准。您确认并确认您将不时受到适用汇率的约束。

10. Termination and Suspension 终止和暂停

10.1. If you wish to terminate your PayPakx Account, you may simply discontinue using the PayPakx Services. This Agreement shall terminate on the date when you close your PayPakx Account and discontinue use of PayPakx's Services. The provisions of this Agreement relating to ownership, representations and warranties, indemnity, jurisdiction and venue, and limitations of liability shall survive termination of this Agreement.

如果您希望终止本协议或您的 PayPakx 账户，您只需停止使用 PayPakx 服务即可。该协议将在您关闭 PayPakx 账户并停止使用之日终止。本协议有关所有权条款、陈述与保证、赔偿责任、管辖权和地点和责任限制的条款在本协议终止后仍持续有效。

10.2. PayPakx may suspend or terminate your access to all or any part of the PayPakx Services at any time, with or without cause. Where possible, we may provide at least seven (7) days prior notice by email, unless there are exceptional circumstances, or regulatory circumstances (including but not limited to court or governmental orders) causing PayPakx to take immediate action, such as:

PayPakx 有权基于任何理由，随时暂停或终止向您提供部分或全部的 PayPakx 服务。如有可能，我们将通过电子邮件至少提前 7 日通知，除非有特殊情况或监管情况（包括但不限于法院或政府命令）导致 PayPakx 必须立即采取行动，例如：

(a) where we discover that you have provided false, misleading, untrue, incomplete or inaccurate information or have otherwise acted dishonestly;

我们发现您提供虚假、不真实、具有误导性、不完整或不准确的信息或有其他不诚实的行为；

(b) you commit a breach of this Agreement or any other agreement you enter into with PayPakx;

您违反本协议或与 PayPakx 签订的任何其他协议；

(c) your PayPakx Account has been compromised or for other security reasons;

您的 PayPakx 账户受到损害或出于其他安全原因；

(d) you engage in fraud, money laundering, terrorist financing or other illegal activities or we reasonably suspect the same;

您从事诈骗、洗钱、恐怖融资活动或其他非法活动，或者我们基于以上合理怀疑；

- (e) you use PayPakx Services illegally or fraudulently in violation of Applicable Law or we reasonably suspect the same; or

您使用 PayPakx 服务按照适用法律涉及非法行为或欺诈行为，或者我们基于合理怀疑认为您从事上述行为；或

- (f) there are other grounds that PayPakx considers it appropriate. Together with a termination/suspension notice, we may also provide instructions on how to withdraw remaining Funds, if it is not forbidden by Applicable Law.

我们有其他合适的理由。我们会发送终止/暂停服务的通知，在适用法律不禁止的情况下，我们还将提供如何提取剩余资金的说明。

- 10.3. When your PayPakx Account is suspended or terminated, any further attempted use of the PayPakx Services will result in your Funds being rejected and returned to the Platform, and may warrant notification to appropriate authorities. You are solely responsible for any fees incurred in connection with the rejected payments.

当您的 PayPakx 账户被暂停或终止时，任何继续尝试使用 PayPakx 服务的操作都将导致您的资金被拒绝并返回平台，并可能根据需要通知相关部门。您对与被拒付款有关的任何费用全权负责。

11. Inactive Accounts 不活跃账户

11.1. Your PayPakx Account is deemed to be inactive if:

如果出现以下任一情况，您的 PayPakx 账户将被视为不活跃：

- (a) the Payment Account has no Transactions during a period of twelve (12) consecutive months; and

在连续 12 个自然月的期间内，收款账号未进行任何交易；且

- (b) The Customer to whom the PayPakx Account is registered, or its legal representative or authorized person, is not clearly, in any form whatsoever, participating in PayPakx Services.

PayPakx 账号注册的用户，或者其法定代表人或者授权人，显然没有以任何形式使用 PayPakx 服务。

- 11.2. Three (3) months prior to reaching inactive status, we will send an initial notification to your email address on our records to request action, provide options for keeping your account active, and inform you of the consequences of not responding.

在成为不活跃账户前三（3）个月，我们将向您登记的电子邮件地址发送初步通知，请求采取行动，提供让您的账户保持活动状态的选项，并告知您不回复的后果。

- 11.3. If you do not respond to our initial notice within three (3) months, and your PayPakx Balance is zero, we will automatically close or freeze your PayPakx Account, which

blocks all Transaction.

如果您在三（3）个月内没有回复我们的初步通知，且您的 PayPakx 余额为零，我们将有权选择直接关闭您的 PayPakx 账户或冻结您的 PayPakx 账户并禁止所有交易。

- 11.4. If you do not respond to our initial notice within three (3) months, and your PayPakx Balance is positive, we will make reasonable efforts to contact you with a final notice, after which your Funds will be considered "inactive". Inactive PayPakx Accounts may be subject to fees and charges as from time to time as announced by us, and will continue to be deducted until the balance is depleted, at which point your PayPakx Account will be closed.

如果您在三（3）个月内没有对我们的初步通知做出任何明示的回应，且您的 PayPakx 余额为正，我们将尽最大的努力与您联系，向您发送一份最终通知，之后您的账户将被视为“不活跃账户”。不活跃账户中的资金可能会收取费用，我们会把费用向您公布，并将继续扣除您的余额，直到余额用完为止，届时您的 PayPakx 账户将可能会被直接关闭。

- 11.5. Please contact PayPakx Customer Service if you have any questions about remaining Funds in your PayPakx Account if it has been closed pursuant to this section, or if you are the legal representative of an incapacitated or deceased Customer.

如果您的账户已经被关闭（根据本条），而您对 PayPakx 账户的剩余资金有任何疑问，或者您是无民事行为能力或已故客户的法律代表，请联系 PayPakx 客户服务部。

12. Customer Obligations and Warranties 客户义务和保证

- 12.1. You represent and warrant that you are not acting on behalf of, or for the benefit of, anyone else, unless in case of a natural person, opening the account for and under the direction of the company or legal person or entity, that employs such a natural person.

您声明并保证您不代表或为任何其他人的利益行事，除非为自然人所开立公司或法人或组织的账户并在其指导下雇佣的自然人。

- 12.2. You hereby undertake, until termination of this Agreement, to communicate promptly to PayPakx any change in your business ownership, shareholding and directorship, business activities, post mail address, email address, phone contact details or any modification with respect to your account with the Beneficiary Account.

您特此承诺，直至本协议终止之日，你应当及时通知 PayPakx 您公司所有权、股权架构、董事信息、业务活动、邮寄地址、电子邮件地址、电话联系方式或与提现账户等方面相关的任何信息变更。

- 12.3. You shall provide us with all KYC information, business details and documents, transaction data and documents relating to all transactions relating to any Transaction within three (3) days from the date of our request.

您应在自我们发起请求之日起三（3）日内向我们提供所有 KYC 信息、业务详细信息和文件，与任何交易相关的所有交易文件和交易数据。

- 12.4. In the event of a breach of the above provisions, you shall be liable to PayPakx for the resulting damages and indemnify PayPakx from any claims of third parties.

如果违反上述规定，您将对 PayPakx 由此造成的损害负责，并对第三方索赔的损害赔偿承担责任。

13. Security Use of PayPakx Services 安全使用 PayPakx 服务

- 13.1. You shall adequately protect your PayPakx Account against any loss, theft, misappropriation or unauthorized use of your PayPakx Account by safeguarding all IDs, passwords, and Account Credentials, as well as your computer, mobile phone or other device.

您应当妥善保护您的 PayPakx 账号、密码和账号凭证以及计算机、移动电话或其他设备，以免受任何丢失、盗用、未经授权使用的风险。

- 13.2. You must contact Customer Support (see Section 3.3) immediately if any of following should occur:

如果发生以下任何一种情况，请立即联系客户支持（见第 3.3 款）：

- (a) You become aware of any loss, theft, misappropriation or unauthorized use of your PayPakx Account;

您发现您的 PayPakx 账户有任何损失、盗窃、盗用或未经授权的使用；

- (b) You become aware of any unauthorized or erroneous Withdrawal Instruction or Transaction no later than three (3) months after the debit/credit date.

在入账/付款日期后 3 个月内，您发现任何未经授权或错误的提现或付款请求或交易。

- 13.3. PayPakx will provide appropriate means for you to make such notice and shall provide you with the means to prove, for eighteen (18) months following any notice, evidence of such notice.

PayPakx 将使用适当的方式来向您发出此类通知，并在任何通知发出后十八（18）个月内为您提供发出此类通知的证据。

14. Limitation of Liability 责任范围

- 14.1. In no event will PayPakx, any Group member, or its or their Service Providers, be liable with respect to any subject matter of this Agreement under any contract, tort, negligence, strict liability or other legal or equitable theory for: (A) (i) any special,

incidental or consequential damages, (ii) the cost of procurement for substitute services, or (iii) for interruption of use or loss or corruption of data; or (B) (i) with respect to any single event, more than 5% of the Fees collected by PayPakx from you for the 12 months immediately preceding such event, and (ii) in the aggregate, more than 105% of the Fees collected by PayPakx from you for the trailing 12-month period preceding the date of the most recent claim action. PayPakx shall have no liability for any failure or delay due to matters beyond its reasonable control.

在任何情况下，PayPakx 及其集团公司或其服务提供商均不对本协议的任何事项根据任何合同、侵权、疏忽、严格责任或其他法律或衡平法理论承担以下责任：(A) (i) 任何特殊、偶然或间接的损害，(ii) 替代服务的采购成本，或 (iii) 使用中断或数据丢失或损坏；(B) (i) PayPakx 根据本协议对任何单一事件的最高责任上限（包括任何和所有违反本协议的索赔）不超过 PayPakx 在该事件发生前的 12 个月内向您收取费用的 5%，以及 (ii) PayPakx 对于所有事件的最大责任上限总额（包括任何和所有违反本协议的索赔）不超过 PayPakx 在发生此类事件之前的 12 个月内向您收取的费用总和的 105%。PayPakx 对因超出其合理控制范围的事件而导致的任何失败或延误不承担任何责任。

- 14.2. In respect of any Inbound Payment, you hereby release the Platform or the sender from liability for such payment as of when the Funds related thereto are actually received by PayPakx and not as of that later time when the Funds are settled to you by PayPakx.

对于任何入账收款，您特此免除 PayPakx 从平台或汇款人实际接收相关资金时（而非 PayPakx 向您结算资金时）的责任。

- 14.3. Outbound Payment Orders can only be executed if they comply with regulatory standards. PayPakx will not be held liable for any damages which could result from the non-execution or defective execution of an Outbound Payment Order where such non-execution or defective execution is due to the fact that the Customer provided information which was untrue, inaccurate, incomplete or incorrect. In the case of a discrepancy between the Unique Identifier provided by the Customer and any other information, PayPakx may, without incurring any liability, rely solely on the Unique Identifier. In such case, the Funds under the relevant Outbound Payment Order transmitted by the Customer will be deemed to have been transferred to the intended beneficiary. If the Unique Identifier provided by the Customer is incorrect, PayPakx will not be held liable for any damages which could result from the non-execution or defective execution of the Outbound Payment Order so long as PayPakx has executed such Outbound Payment Order in accordance with the indicated Unique Identifier. The Customer will assume sole responsibility thereto and reimburse all costs of PayPakx.

付款指令只有符合监管要求才能执行。由于客户提供的信息不真实、不准确、不完整而致使 PayPakx 未能或有误执行付款指令的，PayPakx 不承担由此可能导致的任何损失。如果客户提供的唯一标识符与任何其他信息存在差异，PayPakx 仅依赖唯一标识符执行指令，而无需承担任何责任。在这种情况下，客户发送的相关付款指令下的资

金将被视为已转移至核准收款人。如果客户提供的唯一标识符不正确，只要 PayPakx 是根据所示的唯一标识符执行指令，PayPakx 将不对任何可能因未执行或有误执行付款指令而导致的任何损失承担责任，而应由客户自行承担全部责任且应当向 PayPakx 赔偿所有费用。

- 14.4. PayPakx shall have unfettered discretion to appoint any one or more payment service providers in any countries/regions as it may consider appropriate in effecting the remittance to the Beneficiary or in relation to any other matter in relation to the remittance. PayPakx shall not be responsible for any error, neglect, default, delay, omission, insolvency or failure in business of any such payment service provider.

PayPakx 有权在任何国家或地区委托其认为合适的任何一间或多间支付服务供应商，以完成汇款或处理与汇款相关的任何其他事宜。PayPakx 将不会为任何该等支付服务供应商的疏忽，错漏，失责，延迟，遗漏，清盘或结业而负上任何责任。

- 14.5. We shall not be liable for any underlying sales transactions occurring on the Platform between either you or a Buyer. It is your responsibility to ensure that you only make payments to or receive payments from persons or entities related to commercial transactions in compliance with your applicable legal obligations. PayPakx has no influence on the underlying process of buying or selling goods, and no legal relationship with the Platform or Buyers, and will not be made liable to or in respect of any Buyer or Platform or for the underlying products or services being sold or bought, nor for the correct completion of any sale or purchase of goods or services. You assume exclusive responsibility for your product and your obligations to Buyers and Platforms, and shall indemnify and hold PayPakx harmless from any claim by any of them against PayPakx. The sale of counterfeit goods or goods breaching intellectual property rights can also lead to legal action by rights holders and a potential loss of Funds. If you are in doubt as to the legality of a transaction you should not continue with your payment.

对于您或购买者在平台上发生的任何销售交易，我们概不负责。您有责任确保您只与您有商业交易的个人或组织付款或收款，并且遵守适用法律的义务。PayPakx 对购买或出售商品的过程不施加任何影响，与平台或购买者没有法律关系，不会为任何购买/销售的商品和/或服务而对任何购买者或平台负责，也不为任何销售或购买商品或服务的适当履行负责。您对您的产品和您对购买者及平台的义务全权承担责任，并应保护 PayPakx 免受上述相关的主体提出的任何索赔。出售违反知识产权的假冒商品或货物也可能导致权利人的索赔和潜在的资金损失。如果您对交易的合法性有疑问，则不应继续收付款。

- 14.6. You shall be solely responsible for reporting to all applicable government tax authorities all Funds underlying your use of the PayPakx Services and for the payment of any applicable taxes that apply to such payments as well as any other applicable

reporting requirements including, but not limited to, any customs or foreign currency controls. PayPakx may request you to provide proof of payment of taxes as and when it considers necessary and appropriate. To the extent permitted by Applicable Law and unless otherwise expressly agreed to in writing by PayPakx, you shall be solely liable for, and you shall indemnify the Indemnified Persons against, any tax withholding required in connection with your use of the PayPakx Services.

您应全权负责向相关的政府税务机关报告所有使用 PayPakx 服务的资金，并支付适用于此类资金的任何相关税款以及履行任何其他相关的报告要求，包括但不限于：任何海关或外汇管制。PayPakx 可能会在其认为必要和适当时，要求您提供纳税证明。在适用法律允许的范围内，除非 PayPakx 另有明确书面同意，否则您应承担受偿人因使用 PayPakx 服务所需扣缴的任何税款的全部责任。

- 14.7. Neither party shall be held liable or considered to have failed under these rules in case of late or non-performance when their cause is related to a force majeure situation as defined by the governing law defined in Section 3.

根据本规则，任何一方因适用法律（参阅第 3 款的界定）所界定的不可抗力情况，导致延迟履行或不履行责任，均不认为是违约，亦不被追究违约责任。

- 14.8. All of Section 15 of this Agreement shall survive termination hereof.

本协议第 14 款的所有内容在本协议终止后仍然有效。

15. Protection of Your Data 保护您的数据

- 15.1. We will ensure that all your personal information is held in accordance with the data privacy and security provisions of Applicable Law and our published Privacy Policy. Your use of the PayPakx Services is subject to the Privacy Policy which you agree to as part of these Terms and Conditions. Please make yourself familiar with the Privacy Policy by reviewing it on our website. PayPakx, in its sole discretion, may amend the Privacy Policy by an update on the Privacy Policy page of the PayPakx website. You may review the Privacy Policy at any time by clicking on the Privacy Policy on the PayPakx website.

我们将确保您的所有个人信息均符合适用法律的数据隐私和安全规定以及我们发布的隐私政策。您对 PayPakx 服务的使用受本服务协议条款和条件中您同意的隐私政策的约束。请通过访问我们的网站熟悉隐私政策。PayPakx 可自行决定通过在其网站的《隐私政策》页面上更新隐私政策。您可以通过单击 PayPakx 网站上的《隐私政策》随时查看最新的隐私政策。

- 15.2. You acknowledge and agree that PayPakx reserves the right to access and disclose personal data relating to you to third parties to comply with all applicable laws and lawful requests from government or other regulatory authorities, or to provide services of PayPakx or protect PayPakx, its customers or other users.

您确认并同意，PayPakx 保留根据《隐私政策》的约定收集和向第三方披露您个人信息权利，以遵守政府和/或其他监管机构的要求，或为了我们向您提供更好的服务或保护 PayPakx 和您的合法权益。

16. Miscellaneous 其它约定

- 16.1. Availability of Agreement. The terms of this Agreement have been made available to you prior to its commencement and remains available thereafter on our Website. At any time during the contractual relationship, you have a right to receive, on request, the terms of this Agreement on a durable medium.

获得本协议。本协议的条款在开始生效之前已经提供给您，此后可在我们的网站上查阅。在合同关系存续期间的任何时候，您有权要求在持续的媒介上接收本协议的条款。

- 16.2. Changes to Agreement. We update the PayPakx Services from time to time, and that means sometimes we have to change the terms of this Agreement. PayPakx, at its sole discretion, may amend, revise or update this Agreement. Subject to any restrictions set forth in the Jurisdiction-Specific Terms, such changes will come into effect immediately upon publication thereof. If we make any material changes, we shall notify you via email or other means. If you disagree with our changes, then you should stop using the PayPakx Services and close your PayPakx Account. Your continued use of our PayPakx Services will be subject to the new terms. However, any transaction or dispute that arose before the changes shall be governed by the Agreement that was in place when the dispute arose.

协议变更。我们不时更新 PayPakx 服务，这意味着有时我们必须改变本协议的条款。PayPakx 可自行决定修订、修改或更新本协议。根据附件 A 司法区域特别条款，该等变更将自发布之日起立即生效。如果我们做出任何重大更改，我们将通过电子邮件或其他方式通知您。如果您不同意我们的更改，那么您应该立即停止使用 PayPakx 服务。您继续使用 PayPakx 服务将受到新条款的约束。但是，在变更发生之前发生的任何交易或争议应受该交易或争议发生时已达成的协议约束。

- 16.3. Service Providers. PayPakx has the right to involve third parties in providing PayPakx Services. PayPakx may require that certain processing steps are carried out directly through such third parties, completely or partially, as described in the Privacy Policy.

服务提供商。正如隐私政策中所述，PayPakx 有权让第三方提供 PayPakx 服务。PayPakx 可能要求通过这些第三方直接处理所有或部分服务。

- 16.4. Prevention of Money Laundering and Terrorist Financing. PayPakx is subject to Applicable Law regarding the fight against money laundering and the terrorist financing. As a result, PayPakx reserves the right to obtain information from you, including, but not limited to, information about your identity, business transactions, business relationships, or financial information. In addition, PayPakx must take all the steps necessary to identify you and, where appropriate, the beneficial owner of the

PayPakx Account or any Inbound Payment linked to the PayPakx Account. You acknowledge that PayPakx may terminate or postpone, at any time, the use of login details, access to an Account or execution of a transaction in the absence of any sufficient information about its purpose or nature.

反洗钱和反恐怖主义融资。PayPakx 受反洗钱和反恐怖主义融资的适用法律约束。因此，PayPakx 保留从您处获取信息的权利，包括但不限于，有关您的身份信息、业务交易、业务关系和/或财务信息。此外，PayPakx 必须采取一切必要步骤，确认您和 PayPakx 账户的实益拥有者和/或与 PayPakx 账户有关的任何入账收款信息（如适用）。您承认，即使没有足够的关于其目的或性质的信息佐证，PayPakx 依然可以随时终止或推迟登录信息的使用、账户的访问或交易的执行。

- 16.5. Severability. Should one or several provisions of these general terms and conditions be or become invalid or prove to be unenforceable, this shall not affect the validity of the other provisions. In this case, the contracting parties shall replace the invalid or unenforceable provision by another provision that comes closest to the economically intended purpose. The same applies in the case of a regulatory gap.

可分割性。如果这些条款和条件的一个或多个条款成为无效或被证明是不可执行的，不影响其他条款的有效性。该情况下，缔约方应以最接近经济意图的另一项条款来取代无效或不可执行的条款。该处理方法同样适用于监管空白的情况。

- 16.6. Indemnification. You shall indemnify PayPakx and its Group Companies and its and their respective directors, officers, employees, contractors, agents, representatives and authorized persons (collectively "Indemnified Persons") for and keep the Indemnified Persons fully and effectively indemnified against (a) all direct and indirect damages (including accounting, legal and other professional advisors' fees) incurred by the Indemnified Persons in connection with any breach of the terms and conditions herein by you or the Indemnified Persons' enforcement thereof; or (b) any claim, proceeding, damages (including accounting, legal and other professional advisors' fees) incurred by the Indemnified Persons in connection with the provision of any of the PayPakx Services, whether or not arising from or in connection with your improper use of such PayPakx Services or any damages to the Indemnified Persons (or their respective assets, computer hardware, devices, facilities or software) as a result of performing such PayPakx Services.

赔偿。您同意对由于您使用 PayPakx 服务产生的，任何第三针对 PayPakx 母公司、附属公司及其各公司的董事、高级职员、员工、承包商和代理人的索赔进行赔偿、辩护和保护，以使 PayPakx 免于承担 (a) 受偿人因您违反本协议而招致的所有直接或间接损失，包会计、律师及其他专业顾问费用); 或 (b) 受损人因提供任何 PayPakx 服务而招致的任何索赔、诉讼、损害赔偿 (包括会计、法律和其他专业顾问费用)，无论是否因您不当使用此类 PayPakx 引起或与之相关因执行此类 PayPakx 服务而对受损人 (或其各自的资产、计算机硬件、设备、设施或软件) 造成的服务或任何损害。您同意向 PayPakx 赔偿由于您的业务活动而向 PayPakx 收取的任何政府征收的费用或税收，或与 PayPakx 提供给您的服务相关的费用。您授权我们从您的 PayPakx 余

额中扣除任何此类政府费用或税款。

- 16.7. Disclaimer of Warranties. The PayPakx Services shall be provided on an “as is” basis. PayPakx and its Service Providers hereby disclaim all warranties of any kind, express or implied, including the warranties of merchantability, fitness for a particular purpose and non-infringement. Neither PayPakx nor its Service Providers, makes any warranty that our Services will be error free or that access thereto will be continuous or uninterrupted. You understand that you download from, or otherwise obtain content or services through, our PayPakx Services at your own discretion and risk.

免责声明。PayPakx 服务按“原样”提供。PayPakx 及其服务提供商特此声明不承担任何明示或暗示的保证，包括但不限于适销性、特定用途和不侵权的保证。PayPakx 及其服务提供商对服务不发生错误或访问权限保持连续、不间断均不作任何保证。您了解您通过我们的 PayPakx 服务自行决定下载或以其他方式获取的内容或服务，并自行承担风险。

- 16.8. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction specified in Section 3.1 with reference to the Accounts Jurisdiction (“Governing Law Jurisdiction”). Subject to the Jurisdiction-Specific Terms, the parties hereby submit to the non-exclusive jurisdiction of the courts of the Governing Law Jurisdiction.

治理法律和管辖区。本协议受第 3.1 条中约定的账户司法管辖区（“适用法律管辖区”）的法律管辖并按其解释。根据管辖区特定条款，双方特此接受适用法律管辖区法院的非专属管辖权。

- 16.9. Interpretation. In this Agreement, headings are inserted for ease of reference only and shall not affect the meaning of the terms of this Agreement; any phrase introduced by the terms “include”, “including”, “for example” or any similar expression will be construed as illustrative, not exhaustive, shall be deemed to be followed by “without limitation” and shall not limit the sense of the words prior to such term; references to a statute or statutory provision include, unless the context requires otherwise, a reference to that statute or statutory provision as from time to time amended, modified, extended, re-enacted, consolidated and all statutory instruments, orders, bylaws, directions and notices made pursuant to it made before or after the date of this Agreement; the word “or” is not exclusive; pronouns in the masculine, feminine or neuter genders will be construed to state and include any other gender, and words, terms and titles (including the terms defined herein) in the singular form shall be construed to include the plural, and vice versa, unless the Agreement otherwise specifies; the words “this Agreement”, “herein”, “hereby” and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited; the language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party. These Terms and Conditions were originally written in English. While we may translate these Terms and Conditions into

other languages or offer customer support in languages other than English from time to time, in the event of a conflict or discrepancy between a non-English version of these Terms and Conditions or a communication from PayPakx and the English version of these Terms and Conditions or communication from PayPakx, the English version will prevail.

翻译。在本协议中，插入标题仅为方便参考，不影响本协议条款的含义。由术语“包括”、“包含”、“例如”或任何类似表达引入的任何短语将被解释为说明性而非详尽无遗的，应被视为后跟“不限于”且不应限制该术语之前的单词；除非上下文另有要求，否则对法规或法定条款的引用包括对其不时修订、修改、扩展、重新制定、合并和所有法定文书、命令、章程、指示和在本协议日期之前或之后根据它发出的通知。“或”一词并非排他性的。男性、女性或中性代词将被解释为陈述并包括任何其他性别。单数形式的单词、术语和标题（包括本文定义的术语）应被解释为包括复数，反之亦然，除非协议另有规定；“本协议”、“在此”、“特此”和类似含义的词语，是指本协议的整体，而不是任何特定的细分，除非有明确的限制。本协议中使用的语言应被视为双方选择表达其共同意图的语言，不得对任何一方适用任何严格的解释规则。这些条款和条件最初由英文书就。虽然我们可能会不时将这些条款和条件翻译成其他语言或以英语以外的其他语言提供客户支持，但如果和 PayPakx 的沟通与这些条款和条件的非英文版本之间存在冲突或差异，则以英文版本为准。



PayPakx

17. EXHIBIT A: JURISDICTION-SPECIFIC TERMS 附件 A: 司法区域特别条款

The following terms apply to certain Account/Customer Jurisdictions and shall be deemed to be included in and form a part of the PayPakx Terms and Conditions. To the extent any conflict exists between these country-specific terms and the PayPakx Terms and Conditions, the provisions of these country-specific terms will prevail to applicable Customers. By using services in connection with the Account Jurisdictions below, you agree to be bound by the terms and conditions set out below, as well as the PayPakx Terms and Conditions.

以下条款适用于某些账户/客户的司法管辖区，并应被视为包含在 PayPakx 的条款和条件中的其中一部分。在这些国家/地区特定条款与《PayPakx 服务条款和条件》之间存在任何冲突，则以这些国家/地区特定条款的规定为准。通过使用以下与账户司法管辖权相关的服务，您同意遵守以下条款和条件：

Applicable to Account Jurisdiction in Hong Kong

适用于香港的账户司法管辖区

1. Applicable Law means any applicable law, regulation, directives or generally accepted practices or guidelines from time to time issued by any regulatory authority, or any other jurisdictions applicable to your use of the PayPakx Services, including laws governing payment services including anti-money laundering or terrorist financing requirements, data protection laws, anti-discrimination, false advertising, gambling, illegal sale or purchase or exchange of any goods or services, and those related to export/import activity, taxes or foreign currency transactions. The relevant laws, regulations and guidelines in Hong Kong shall include:

适用法律是指：任何监管机构或适用于您使用 PayPakx 服务的任何其他司法管辖区不时发布的任何适用法律、法规、指令或普遍接受的惯例或准则，包括但不限于有关支付服务的法律，包括反洗钱或恐怖主义融资要求、数据保护法、反歧视、虚假广告、赌博、非法销售或购买或交换任何商品或服务，以及与进出口活动、税收或外币交易相关的要求。香港的相关法律，法规和指引包括：

- (a) Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615)
反洗钱和反恐融资条例（第 615 章）
- (b) Drug Trafficking (Recovery of Proceeds) Ordinance (Cap. 405)
贩毒（追讨得益）条例（第 405 章）
- (c) Organized and Serious Crime Ordinance (Cap. 455)
有组织及严重罪行条例（第 455 章）
- (d) United Nations (Anti-Terrorism Measures) Ordinance (Cap. 575)

联合国（反恐怖主义措施）条例（第 575 章）

(e) United Nations Sanctions Ordinance (Cap. 537)

联合国制裁条例（第 537 章）

(f) Weapons of Mass Destruction (Control of Provision of Services) Ordinance (Cap. 526)

大规模毁灭武器（提供服务的管制）条例（第 526 章）

(g) Guideline on Anti-Money Laundering and Counter-Financing of Terrorism (For Money Service Operators)

反洗钱和反恐融资指导原则（针对金钱服务经营者）

2. Consumer under this Agreement shall refer to consumers as interpreted in the Sale of Goods Ordinance (Cap.26).

本协议项下的消费者应指《商品销售条例》（第 26 章）中所定义为消费者。

3. Section 17.8 of this Agreement shall be deleted in its entirety and be replaced as follows:

本协议中的第 16.8 条应替换如下：

Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong.

治理法律和管辖区。本协议受香港法律管辖并按香港法律解释，双方特此不可撤销地接受香港法院的专属管辖。

4. Section 5.8 of this Agreement shall be extended to cover the following scenarios:

本协议第 5.8 条应拓展至以下场景：

- apply your Payment Account as a e-wallet or any form of stored value facility;
将您的收款账户用作电子钱包或任何形式的储值工具；或
- apply your Payment Account to hold funds for a period exceeding the time allowed under Applicable Law in Hong Kong.

使用您的收款账户持有资金超过香港适用法律允许的时间。

5. A new Section 8.4 of this Agreement shall be added immediately after Section 8.3

应在第 8.3 条之后新增本协议第 8.4 条：

You may need to deposit immediately available funds into your Payment Account to ensure that you have sufficient PayPakx Balance for us to execute the Outbound Payment Order(s). For the sake of convenience only but not otherwise, subject to



section 4.4, if you have a series of Outbound Payment Orders which will be executed within a specific period of time (which shall in no event exceed 90 days), and if you wish to prefund such funds to your Payment Account, you may make such arrangements provided always that such funds shall in no event be considered as deposit or stored value under Applicable Law. **If the funds (or any part thereof) are not used within a period of 180 days from the date of deposit, we may handle such funds (or any part thereof) in accordance with section 4.4.**"

“您可能需要立即将可用资金存入您的收款账户，以确保您有足够的 PayPakx 余额供我们执行出账付款指令。仅为方便起见，但不以此为限，根据第 4.4 节，如果您有一系列将在特定时间段内（在任何情况下不得超过 90 天）内执行的出账付款指令，并且如果您希望将此类资金预先存入您的收款账户，您可以做出此类安排，前提是此类资金在任何情况下均不得被视为适用法律下的存款或储值。**如果自存款之日起 180 天内未使用资金（或其任何部分），我们可以根据第 4.4 条处理此类资金（或其任何部分）。**”

