

HSBC PayMe Terms of Use

By adding PayMe for Business as a channel to receive payments on the POS Terminals and Peripheral Devices or Online Gateway (the “**PayMe Service**”) provided by the Company (defined below) to you, you acknowledge and agree to the following:

- a) you are contracting with Airwallex (Hong Kong) Limited (“**Company**”) in respect of the PayMe Service and the settlement and refund of PayMe transactions conducted using the PayMe Service;
- b) in the event of any dispute, complaint or enquiry relating to the PayMe Service, you shall contact the Company for resolution;
- c) you are not contracting with The Hongkong and Shanghai Banking Corporation Limited (“**HSBC**”) in connection with the PayMe Service and HSBC shall in no way be responsible or liable to you in respect of the availability and performance of the PayMe Services or your use of the PayMe Service;
- d) you are only adding PayMe for Business as a channel or capability on the POS Terminals and Peripheral Devices or Online Gateway provided by the Company to you to receive payments from PayMe users and no stored value facility wallet/account will be created in your name or between you and HSBC; all payments from PayMe users and associated refunds relating to PayMe transactions will be processed and settled via the Company’s stored value facility wallet/account maintained with HSBC;
- e) the Company may disclose to and exchange with HSBC your Business Data and PayMe Data when setting you up for the PayMe Service and thereafter when processing and settling (including refunding) PayMe transactions for you. The Company may also transfer your Business Data to its sub-contractors to facilitate the set-up, implementation and operation of the PayMe Service;
- f) “**Business Data**” includes but is not limited to your business name, your business registration and company registration numbers, your contact information, and your display name and logo on the POS Terminals and Peripheral Devices or Online Gateway provided by the Company for receiving payments via the PayMe Service; and “**PayMe Data**” includes but is not limited to details of the transfers, transactions and dealings using the PayMe Service;
- g) you expressly consent that HSBC and its vendors may use Business Data and PayMe Data (other than personal data) that it collects pursuant to paragraph (e) above or it compiles from time to time to:
 - i) manage, administer or effect any transactions on PayMe for Business;
 - ii) maintain its relationship with the Company;
 - iii) develop its relationship with you, including marketing or providing you with information about its products, services and facilities which may be of interest to you;
 - iv) generate statistics, reports and trend analysis with a view to customise the user experience of, and/or to provide market insights to, the Company and/or you; and/or

- v) make improvements/further developments to PayMe for Business (including location services);
- h) in order to use the PayMe Service, you shall designate and agree with the Company a bank account for receiving the payments for PayMe transactions via the^[1] PayMe Service which bank account must be maintained in the name identical to the name in which you conduct PayMe transactions with your customers and the bank account must be maintained with HSBC or any other licensed bank in Hong Kong;
- i) you may only use the PayMe Service to facilitate payment of business or commercial transactions (i.e. sale and purchase of goods and services) with your customers and you cannot use the PayMe Service to send or receive money for any other purposes (including conducting personal transactions);
- j) you shall not use the PayMe Service for any illegal transactions, purposes or activities and you shall obey any law or regulation which applies to you, whether in or outside Hong Kong in respect of your use of the PayMe Service;
- k) if you receive any payment via the PayMe Service which you are not entitled to receive in the first place (e.g. an unauthorised or mistaken payment), you are liable to return such payment to the relevant person who made such payment, and you must as soon as reasonably practicable notify the Company and return the money to the relevant PayMe user or any other person prescribed by the Company or HSBC;
- l) any fees (or applicable portion of the fees) that you have paid to the Company with respect to an unauthorised or mistaken payment will be refunded and accordingly added back to the transaction sum to be returned to the relevant PayMe user or any other person prescribed by the Company or HSBC;
- m) at the Company's discretion, you may refund the amount of a PayMe transaction received from the PayMe Service within a period prescribed by the Company from time to time. Any instruction to refund cannot be reversed or cancelled once given by you. You can make multiple partial refunds in respect of a PayMe transaction but the aggregate total amount of the refunds cannot exceed the amount of the original PayMe transaction. You must follow the procedures prescribed by the Company from time to time for making refunds;
- n) if a PayMe user no longer maintains a valid PayMe Wallet and/or the PayMe user has reached the relevant limits imposed on his/her PayMe Wallet, refunds cannot be processed;
- o) the Company has the right to delay acting or refuse to act on an instruction without notice to or consent from you, including in circumstances where it is aware of or suspects a breach of security or other suspicious circumstances relating to your use of the PayMe Service or bank accounts;
- p) you consent to allowing your customers, where applicable, to share information regarding purchases from you using PayMe on his/her timeline;
- q) you will not impose any fees or surcharges on your customers in connection with payment transactions made via PayMe;

- r) you will not decompile, reverse-engineer, translate, convert, adapt, alter, modify, enhance, add or delete or in any way tamper with the software relating to PayMe or PayMe for Business in the POS Terminals and Peripheral Devices or Online Gateway provided by the Company to you;
- s) you will not use any information about PayMe users obtained through the PayMe Service for purposes other than to facilitate payment (or refund) of PayMe transactions in relation to the sale and purchase of your goods and services;
- t) you will not disclose any information about PayMe users obtained through the PayMe Service to any third parties unless with the consent of the relevant PayMe user and/or acting in compliance with applicable laws and regulations;
- u) you expressly consent that the Company, HSBC and their vendors may use and disclose Business Data and PayMe Data to enable them to comply their respective obligations under applicable laws, regulations and/or requests from any governmental or regulatory authority, including detecting, investigating and remedying any PayMe transaction which contravenes or is suspected to contravene any law or regulations;
- v) you expressly consent and authorise HSBC to use information about you that HSBC may collect from time to time under the PayMe Service (including your names, logos, marks, addresses, telephone numbers and other contact information other than personal data) on HSBC's public website, on the Portal, in the PayMe mobile application and/or in any advertising or promotion materials or through different marketing channels as HSBC considers appropriate in its sole discretion in connection with PayMe or PayMe for Business; and
- w) the Company reserves the right to suspend or terminate your use of the PayMe Service at any time at its sole discretion upon giving written notice to you.