

Vendor Payouts Terms and Conditions

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Vendor Payouts (hereinafter “Service”) is a PayPal service, provided by PayPal Payments (Beijing) Co., Ltd. (hereinafter “PPCN”, “we” or “us”) to you.

These terms and conditions (hereinafter “Terms”) are a contract entered into between you and us governing your use of the Service. You agree to these Terms and [Privacy Statement](#) by using the Service.

Under the Service, pursuant to these Terms, you may request a payment to a bank account in China (hereinafter “Vendor Bank Account”) opened by your Designated Vendor (as defined below) using the funds held in one or more your Linked Offshore Accounts (as defined below) that are received from Eligible Transactions (as defined below). Each request is a cross-border payment request under the Service.

These Terms are in addition to the [User Agreement for PayPal Payment Services](#) and/or [User Agreement for PayPal China Cross-Border Payment Services](#) (as applicable, each a “China User Agreement”), and its incorporated terms of services and policies, including [PayPal Worldwide Terms of Service](#), where applicable, the [Acceptable Use Policy](#) and the [Privacy Statement](#). The Service is part of the “PayPal Services” referred to in the China User Agreement. Capitalized terms used but not otherwise defined in these Terms shall have the meanings specified in the China User Agreement. To the maximum extent possible, these Terms and the China User Agreement should be interpreted as a consistent whole document. Where a conflict of interpretation arises, these Terms shall override the China User Agreement with respect to such conflict.

Definitions

“PayPal Account” refers to the PayPal account opened by you with PPCN under the China User Agreement.

“PayPal Affiliate(s)” refers to PayPal, Inc. and/or any entity owned or controlled by, owning or controlling, or under common ownership or control with, PayPal, Inc. Without prejudice to the generality of foregoing, PayPal Pte. Ltd. and PayPal Hong Kong Limited are PayPal Affiliates.

“PayPal Service Cooperative Party(ies)” refers to any PayPal Affiliate(s), bank, non-banking financial institution(s), clearing network(s), company(ies) and any other entity(ies) collaborating with us for the purpose of providing the Service to you. These Terms do not create or intend to create any rights or obligations between PPCN and any PayPal Service Cooperative Party.

“Affiliate Account(s)” refers to PayPal account(s) and/or services provided to you or a third party by a PayPal Affiliate and not by PPCN. For the purpose of these Terms, an Affiliate Account may include a PayPal account opened with PayPal Pte. Ltd. and/or PayPal Hong Kong Limited, as well as the PayPal Worldwide Services provided by PayPal Pte. Ltd. in accordance with [PayPal Worldwide Terms of Service](#).

“Linked Offshore Account(s)” refers to the Affiliate Account(s) which is associated with your PayPal Account for the purpose of the Service. PPCN may review, approve and place controls on any Affiliate Account associated with or purported to be associated with your PayPal Account under these Terms, including, but not limited to, the identity and account number of the Affiliate Account(s).

“Eligible Transactions” refers to cross-border transactions carried out directly or indirectly by you and/or the owner of the Linked Offshore Account, on your behalf, and/or for your interest, which can be lawfully declared in your name for the purpose of any applicable regulatory reporting under the Service. Eligible Transactions shall comply with applicable Laws and regulations of People’s Bank of China and State Administration of Foreign Exchange of China. PPCN is entitled to review, approve and decline any Eligible Transaction for the purpose of the Service.

“Designated Vendor” refers to a vendor payee added in your PayPal Account. PPCN is entitled to review, approve and decline any Designated Vendor for the purpose of the Service.

Where the Owner of a Linked Offshore Account is a Third Party

Where the owner of a Linked Offshore Account is a third party, you specifically represent, warrant and undertake to us that for the purpose of, and during your entire use of, the Service:

(i) Pursuant to written legal and valid arrangements, the owner of that Linked Offshore Account is legally and properly authorized to (a) carry out cross-border trading activities under that Linked Offshore Account and any associated procurement on your behalf and/or for your benefit, including but not limited to the purchase of goods and services from Designated Vendor, and (b) access and operate your PayPal Account, including but not

limited to initiating payments to your Designated Vendors from your PayPal Account under the Service. All trading and procurement activities carried out on your behalf and/or for your benefit under that Linked Offshore Account and/or your PayPal Account are in compliance with applicable Laws and regulatory requirements.

(ii) You are entitled to debit any funds received into that Linked Offshore Account on valid and subsisting legal and/or contractual grounds, free of any claims, encumbrance and/or disputes, whether or not related to another third party. The owner of that Linked Offshore Account has given valid, adequate and subsisting consents and authorizations, including but not limited to consent to data sharing and debit authorization in relation to the Linked Offshore Account.

Should you breach any of the foregoing representations, warranties and undertakings at any time, you agree to assume full responsibility and to indemnify and hold us, PayPal Affiliates, PayPal Service Cooperative Parties, as well as their respective employees, officers, and agents harmless from any losses or liabilities.

Activation of the Service

You have registered for a PayPal Account through a portal, a web page, a website, an app, a mini program, or any other applicable user interface provided by PPCN (hereinafter collectively referred to as the “PayPal Platform”) pursuant to the China User Agreement and applied for activation of the Service.

For the purpose of activating and using the Service, (i) if you are the owner of any Linked Offshore Account, you agree to take any action to give Debit Authorization to PayPal Pte. Ltd. in the form set out in the Exhibit 1 in a timely manner; and/or (ii) if the owner of any Linked Offshore Account is a third party, you agree to take any action to procure Debit Authorization to PayPal Hong Kong Limited (subject to amendment by PayPal Hong Kong Limited from time to time) to be given by the third party in a timely manner. Additionally, you agree to provide us (and procure to be provided to us where the owner of a Linked Offshore Account is a third party) with all relevant information, and authorize us (and procure effective authorization to us where the owner of a Linked Offshore Account is a third party) to collect from PayPal Service Cooperative Parties any information deemed by us necessary to review and evaluate Eligible Transactions and adjust any payable balance enabled under the Service for each Linked Offshore Account, including information relating to the personal identity and business identity of you and the owner of the Linked Offshore Account, risk control information, transaction information, account information, financial information, order information, payment information, logistics information and any other records and documents relevant to the transaction verification. You understand and agree that

the displayed payable balance (or collectible and/or payable service amount or the equivalent) under the Service for each Linked Offshore Account is merely a service quota which is adjustable from time to time and is not the same as or equal to any balance held in such Linked Offshore Account. You agree, and undertake to procure consents where necessary, that we may share any such information obtained relating to you and/or the owner of the Linked Offshore Account with PayPal Service Cooperative Parties for the purpose of the Service. You acknowledge you have carefully read and fully understand the [Privacy Statement](#) of PPCN.

We will enable you to use the Service once we complete our review and approval of the information you provide to us.

Management of Linked Offshore Accounts

In order to use the Service, you may request to create or add one or more Linked Offshore Accounts as the funding sources for the Service. Each request to create or add a Linked Offshore Account must be submitted via the PayPal Platform in the manner prescribed by PPCN. PPCN and the relevant PayPal Affiliates shall review and approve each such request.

After activation of the Service, you can submit a request to create a new Linked Offshore Account via the PayPal Platform in the manner specified by PPCN. You must be the owner of the Linked Offshore Account. Each new Linked Offshore Account will be created for you by a PayPal Affiliate, and your use of such account will be governed by the applicable agreements and policies between you and the PayPal Affiliate, including but not limited to the [PayPal Worldwide Terms of Service](#). For any Linked Offshore Account created via the PayPal Platform, you can submit a request to close the account via the PayPal Platform. We and the relevant PayPal Affiliate are entitled to review and approve your request. Once closed, the Linked Offshore Account will no longer serve as a funding source for the Service.

After activation of the Service, you can also request to add an eligible Affiliate Account as a new Linked Offshore Account via the PayPal Platform in the manner prescribed by PPCN. If such Affiliate Account has already been linked to another account opened with PPCN with respect to any service, you might not be able to add such account as your Linked Offshore Account. You acknowledge and confirm that PPCN is entitled to review, approve, or decline any such request, including but not limited to the circumstance where the Service has been terminated but you subsequently re-apply for the Service.

After an Affiliate Account is successfully added, you can view the relevant information related to that Affiliate Account on the PayPal Platform and use the Affiliate Account as a funding source for the Service. However, the use of the Affiliate Account will continue to be

governed by the applicable agreements and policies between you or the third party (as applicable) and the relevant PayPal Affiliate. You can request to remove the Affiliate Account via the PayPal Platform. Alternatively, you or the third-party account holder (as applicable) can ask the PayPal Affiliate to terminate the account association. PPCN and the PayPal Affiliate are both entitled to review and process your request. Once the Affiliate Account is removed or the account association is terminated, the Affiliate Account will no longer serve as a funding source for the Service, but you or the third party can still continue to use the Affiliate Account in accordance with the applicable agreements and policies between you or that third party and the relevant PayPal Affiliate. If you or a third party wishes to close a Linked Offshore Account, you or that third party will need to make a request to the relevant PayPal Affiliate. If your Linked Offshore Account is closed for any reason, and that account is your only Linked Offshore Account, we are entitled to immediately terminate the Service for you.

After completing the requested account verification, you can view account information regarding each Linked Offshore Account via the PayPal Platform in the manner prescribed by PPCN, and request to modify certain information related to you. The PayPal Affiliate is entitled to review and process such requests. You acknowledge and confirm that modifications to certain information may cause us to re-review your information, and your use of the Service may be refused, suspended, or terminated.

You acknowledge and confirm that if you request to modify the account information of your PayPal Account or your Linked Offshore Account via the PayPal Platform, or request via the PayPal Platform to create, add, remove, or close a Linked Offshore Account, or terminate the Service, we may notify the PayPal Affiliate(s) who created the Linked Offshore Account(s) to take any action as it deems appropriate. If you have any questions, you should promptly contact the PayPal Affiliate(s) for confirmation.

Service Rules and Fees

After activation of the Service, you may initiate payment requests in the manner prescribed by PPCN and in specific currencies enabled under the Service. The payment request is a cross-border settlement instruction provided by you to us. After initiation of your request, we will process the cross-border settlement instruction on your behalf in accordance with your payment request, in collaboration with PayPal Cooperative Service Parties, including the currency conversion through PayPal Cooperative Service Parties, filing data and reports pursuant to applicable Laws and regulatory requirements, and settlement of the funds from your designated Linked Offshore Account into the Vendor Bank Account.

After activation of the Service, you agree to act in a timely manner to continue to provide us (and procure to be provided to us where the owner of the Linked Offshore Account is a third party) with all relevant information and authorize us (and procure effective authorization to us where the owner of the Linked Offshore Account is a third party) to collect from PayPal Service Cooperative Parties any information we deem necessary to continuously review and evaluate Eligible Transactions, verify payment requests and adjust payable balance enabled under the Service for each Linked Offshore Account, including information relating to the personal identity and business identity of you and the owner of the Linked Offshore Account, risk control information, transaction information, account information, financial information, order information, payment information, logistics information and any other records and documents relevant to the transaction verification. We may from time to time ask you to provide us with updated information (or otherwise correct information previously provided), pursuant to applicable Laws and regulatory requirements. You undertake to fulfill our requests for information and procure effective fulfillment of our request of information where the owner of the Linked Offshore Account is a third party in a timely manner, or your use of the Service may be rejected, suspended or terminated.

Please carefully read the [Privacy Statement](#) of PPCN. You undertake to reply to our request in a timely manner and provide us with genuine, accurate and complete information. You shall be solely responsible for all liabilities, losses and consequences as a result of your provision of any information that is untrue, inaccurate, incomplete, and/or ineffective.

You are not allowed to revoke your payment request once initiated. You are not allowed to refund, return, withdraw, spend, transfer, convert into another currency or otherwise use any funds that are the subject of a payment request.

We and each of the PayPal Service Cooperative Parties are respectively entitled, under applicable Laws and regulatory requirements and service rules, to determine any payable balance for each Linked Offshore Account and verify payment requests including reviewing and determining the type, amount, details and background information of Eligible Transactions, to partially or completely refuse any payment request for the purpose of complying with relevant legal requirements, risk control, system security or policy considerations, to return funds, to set limitations on a single transaction amount or aggregated transaction amounts and/or to restrict the frequency of transactions, and to update any limitations and restrictions from time to time. You acknowledge that you are solely responsible for all liabilities, losses and consequences as a result of any delayed settlement, settlement failure, fund return, transaction reversal, delayed deposit into the Vendor Bank Account, fees and costs incurred and conversion rate fluctuation. You acknowledge that any information displayed on the PayPal Platform in relation to the payable balance for each

Linked Offshore Account and/or processing time is on an estimated basis meant for your reference only, and such information does not constitute any representation, promise, or guarantee under these Terms and shall not give rise to any expectation or reliance by you.

For the purpose of risk control, we and each of the PayPal Service Cooperative Parties are respectively entitled to investigate, verify, reject, delay settlement, suspend service and/or take any actions we or PayPal Service Cooperative Parties deem appropriate in the case of any suspected money laundering, terrorist financing, tax evasion, non-compliance with respect to sanctions, violation of foreign exchange control policies, illegal transaction, untrue or wrong transaction, fraudulent transaction or any breach of provisions under these Terms, or in any case where we and/or PayPal Affiliates are similarly entitled pursuant to the China User Agreement and/or applicable agreements with PayPal Affiliates, and to terminate the Service and these Terms, to disclose and report to regulatory, judicial and any other relevant authorities. You shall not lodge any lawsuits or claims against us or any of the PayPal Service Cooperative Parties, and you shall be solely responsible for all consequent liabilities and losses.

You acknowledge and confirm that PPCN is entitled to reject, suspend and/or terminate the Service if any of the consents to data sharing, debit authorizations, and/or association of any Linked Offshore Account as your funding source for the Service made by you or the owner of the Linked Offshore Account is interrupted, failed, invalidated, terminated, or revoked for any reason, voluntarily or involuntarily.

You may request to terminate the Service, and we will handle your request within a reasonable time. If any payment request you have initiated has not been completed, including but not limited to any information pending review with respect to your PayPal Account and/or the Service when you request termination of the Service, we and PayPal Service Cooperative Providers shall continue to process such payment request, complete our review of any such information, as applicable, and complete the payment to the Vendor Bank Account unless the payment request or information review is not permitted under applicable Laws or regulatory requirements.

You acknowledge and confirm that if you request termination of the Service, we may accordingly notify the PayPal Affiliate(s) to whom the debit authorization and account association are made under the Service. The PayPal Affiliate(s) is entitled to follow, immediately suspend or terminate the relevant debit authorization and account association, or otherwise take any actions as it otherwise deems appropriate. If you have any questions, you should promptly contact the PayPal Affiliate(s) for confirmation.

You and/or the owner of the Linked Offshore Account, as applicable, shall be solely responsible for all fees and costs under the Service, including service fees related to the payment request processing and costs related to the currency conversion. You agree that you shall also be responsible for any applicable tax, including any value added tax applicable to service fees.

We will set out provisions on service fees and currency conversion costs applicable to you and/or the owner of the Linked Offshore Account under the Service on the PayPal Platform. If we update any provisions on service fees and currency conversion costs, we will display accordingly at the time of your actual use of the Service. You shall, prior to each payment request, carefully read through all provisions of services fees and currency conversions. If you initiate any payment request, you are deemed as having understood and accepted all the provision of fees and costs in their entirety for the Service as specifically applicable to you.

For the purpose of providing the Service, we will process your payment request in accordance with your specific instructions submitted through the PayPal Platform. In case where the currency conversion is completed through PayPal Service Cooperative Parties outside of PRC in accordance with separate contract arrangements between you and the PayPal Service Cooperative Parties, you understand and accept that the transaction exchange rate is formed on a base exchange rate, inclusive of a currency conversion fee applied by PayPal Service Cooperative Parties, and is subject to regular adjustments. The base exchange rate is typically based on rates quoted at the wholesale currency markets on the conversion day or the prior Business Day, unless otherwise required by applicable Laws and regulatory requirements. In the cases where the currency conversion is completed through PayPal Service Cooperative Parties in China, we will not charge any additional currency conversion fees in compliance with applicable Laws.

Neither us nor any of the PayPal Service Cooperative Parties shall be liable for any loss resulted from a currency exchange rate fluctuation in any event.

You agree that all fees and costs that you are responsible for in connection with the Service will accrue upon your initiation of the payment request and will be immediately deducted from the funds to be processed under the Service.

We are not responsible for any transaction disputes against you or the owner of the Linked Offshore Account

We are not involved in any of transaction disputes or claims for compensation of losses against you or the owner of the Linked Offshore Account, and shall not be held responsible for any liabilities thereof.

You and/or the owner of the Linked Offshore Account shall be fully responsible for any complaint and dispute under any applicable contracts, arrangements and policies, which may arise from time to time during your ordinary course of business with any of your transaction counterparties, payors, vendors, customers or payees, including but not limited to any fees, costs, deductions, reserves, withholdings, provisions, reversals, off-sets or otherwise. You agree to assume full responsibility and to indemnify and hold us, PayPal Affiliates, PayPal Service Cooperative Parties, as well as their respective employees, officers, and agents harmless from any losses or liabilities.

You shall properly keep, and procure that the owner of the Linked Offshore Account keeps, where applicable, the relevant transaction data and written proof, including but not limited to orders, proof of logistics and relevant documents signed by the customers when accepting goods and/or services, as well as orders, contracts, proof of logistics, customs clearance documents, tax payment certificates and other related documents between your vendors (including but not limited to Designated Vendor(s)) and you and/or the owner of the Linked Offshore Account, where applicable, for at least one year from the relevant transaction date or the termination of these Terms, whichever is later. You shall publish or procure to be published where the owner of the Linked Offshore Account is a third party, a refund and return policy, as well as a privacy policy pursuant to the relevant requirements of applicable Laws.

Your Representations and Warranties

You specifically represent and warrant to us that:

- (i) You are not a financial institution or other institution engaged in business of credit and loans, trust, investment, fund, real estate, securities, insurance, financing, wealth management, guarantees, factoring, capital, currency exchange or any other financial business.
- (ii) You have full legal capacity, have obtained and possess all necessary qualifications, authority, authorizations and consents to designate, add and modify the Vendor Bank Account and use the Service.
- (iii) You are acting for your own account in using the Service and not acting as an agent or third-party beneficiary.
- (iv) Any information and documents you provided to us and/or allow us to collect and access, are true, accurate, complete and not misleading in any aspect.

(v) Any transaction information and documents you provided to us and/or allow us to collect and access, are legal, complete, valid and traceable, and to your knowledge, none of which has been accessed by or provided to a bank or any other institution for the purpose of filing original data and documents for cross-border transactions.

(vi) You shall use the Service solely for the purpose of settlement of lawful and genuine cross-border trade transactions under applicable Laws and regulations, and payment for goods, services and licensing with genuine trading needs in compliance with applicable laws and regulations. You shall not use the Service to defraud us or PayPal Service Cooperative Parties, engage in any unlawful activities or activities infringing upon the legal rights and interests of any person, or provide any products or services prohibited or restricted by applicable Laws and regulatory requirements. You undertake to comply with the [Acceptable Use Policy](#) of PPCN.

(vii) You shall not evade any applicable Laws or regulatory requirements by way of falsifying a transaction, splitting one transaction into a number of small transactions, or by abusive use of any transaction information. You undertake not to provide any transaction information in relation to any Eligible Transaction that has already been provided to us or any other institution or bank for the purpose of filing original data and documents for cross-border settlement.

(viii) You shall designate, add and modify the Vendor Bank Account and use the Service in good faith and in compliance with all applicable Laws, including tax requirements. You shall not use the Service in a manner that may result in complaints, disputes, claims, penalties or other liabilities to us, PayPal Service Cooperative Parties or any other third parties, or may be regarded as an abuse of PayPal Services.

(ix) Neither the association with a Linked Offshore Account, designating, adding or changing a Vendor Bank Account, nor any use of the Service is intended for or will give rise to any breach or potential breach of any existing obligations binding on you, legal, contractual and otherwise, including but not limited to tax evasion, evasion of investigations, illegal assets transfers, evasion of proceedings, non-compliant booking of accounts or financial records and defrauding creditors.

(x) You shall be solely responsible for and shall pay any fees, disbursements and/or taxes under applicable Laws and regulatory requirements, including but not limited to any late payment fees, charges and/or penalties thereof.

If at any time we believe you are in breach of any of the foregoing provisions, representations and warranties, we are entitled to investigate, delay or refuse settlement or stop providing the

Service, and you shall be solely responsible for any relevant legal liabilities. You shall be liable for any losses we may suffer as a result thereof.

Disclaimer and Liability Limitations

THE SERVICE IS PROVIDED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PPCN SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

We are not liable for any failure to provide the Service resulting from the following circumstances:

- (i) our system shuts down for maintenance or system upgrade;
- (ii) a hurricane, earthquake, fire, flood, thunder, epidemic spread or other similar cause beyond reasonable control;
- (iii) an outbreak or escalation of hostilities, war, riots or civil disorders, or an act of terrorism or other similar cause beyond reasonable control;
- (iv) failures of networks, computers, telecommunications, communications, power supply or any system, equipment or circuit failures;
- (v) causes of virus, trojan malicious program attack, network congestions and system instability;
- (vi) acts, omissions or service defaults of banks, clearing networks, government or any other third parties; and
- (vii) improper user conducts or use of our Services in an unauthorized or unapproved manner.

Our liability to you or any third parties in any circumstance is limited to the actual amount of direct damages. In addition, to the extent permitted by applicable Laws, we are not liable, and you agree not to hold us responsible, for any damages or losses (including, but not limited to, loss of money, goodwill, reputation, profits or other intangible losses or any special, indirect, or consequential damages).

Miscellaneous

We may amend these Terms and any of the other agreements and policies that apply to you from time to time. The revised version will be effective from the time we post it on the [Legal](#)

[Agreements](#) page of our website, unless otherwise required by applicable Laws. Without prejudice to the foregoing, if our changes reduce your rights or increase your responsibilities, we will post a notice on the Policy Updates page of our website providing you with at least 30 days advance notice. All future changes set out in the Policy Updates page which, at the time you register for PayPal Services, have been published on the [Legal Agreements](#) page of our website are incorporated by reference into these Terms and will take effect as specified in the relevant Policy Update(s).

If you do not agree to the revised terms and conditions, you must stop using the Service, and terminate your service relationship with us. These Terms shall continue to apply to all your previous use of the Service.

These Terms and any directly or indirectly related documents shall be written in Chinese. Any translation of these Terms is provided solely for your convenience and does not, and is not intended to, modify the terms of these Terms. In the event of a conflict between the Chinese version of these Terms and a version in a language other than Chinese, the Chinese version shall prevail.

These Terms will be governed by and interpreted in accordance with the PRC laws, without regard to conflict of law provisions. Except as otherwise agreed by the parties, you agree that any claim or dispute arising from or in connection with these Terms shall be submitted to China International Economic and Trade Arbitration Commission (CIETAC) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon both parties.

We reserve the right to suspend or terminate the provision of the Service, and these Terms at any time and for any reason whatsoever, without being liable to you or to any third party for doing so. We may notify you accordingly only if we consider appropriate. Any provisions in respect of your representations and warranties, compensatory liabilities, governing law, dispute resolutions and disclaimers and liability limitations shall survive the termination of the Service and these Terms.

You acknowledge that you have carefully read through and fully understand the China User Agreement and undertake to fully comply with all of the above.

Exhibit - Debit Authorisation to PayPal Pte. Ltd.

In connection with the Vendor Payouts service (the “Service”) provided to you by PayPal Payments (Beijing) Co., Ltd. (“PPCN”), you hereby expressly instruct and authorise PayPal Pte. Ltd. (“we” or “us”) to process any instructions we receive from PPCN to update your account information, debit on a one-time, regular or ad-hoc basis any one or more of your PayPal accounts and/or services provided by us (as applicable), conduct currency conversion (as applicable), and transfer the relevant amount of funds to PPCN pursuant to this Debit Authorisation and in accordance with the PayPal User Agreement and/or PayPal Worldwide Terms of Service, as applicable to you.

For the purposes of the Service, you acknowledge and agree to the following terms:

1. We are authorised, but not obliged, to act on any instructions we receive (or purportedly receive) from PPCN, and do all such things necessary for or incidental to the carrying out of your instructions (including sharing your personal data with PPCN), without further inquiring, verifying or authenticating such instructions with you and notwithstanding any error, misunderstanding or lack of clarity in your instructions.
2. This Debit Authorisation shall remain in full force and effect until:
 - (a) we have been notified otherwise by PPCN and have a reasonable time to act upon the termination of this Debit Authorisation;
 - (b) we send a written notice to you terminating this Debit Authorisation with respect to one or more PayPal accounts; or
 - (c) you have explicitly withdrawn or terminated this Debit Authorisation and notified us of the same in the manner as prescribed or enabled by us from time to time.
3. You undertake to fully indemnify us and hold us harmless against any loss, damage, liability, cost, charge, expense, claim, action, proceeding or demand of whatever nature and howsoever arising which we may suffer, sustain or incur (including reasonable legal fees) in connection with this Debit Authorisation, including your breach of any of the terms stated herein and your compliance in whole or in part with this Debit Authorisation. The termination this Debit Authorisation shall not release you from any liability under this indemnity in respect of any act you performed in accordance with the terms of this Debit Authorisation prior to such termination. This indemnity shall further survive the termination of this Debit Authorisation.
4. To the extent permitted by law, we are not liable for any and all of the following when, or as a result of, acting upon your instructions or pursuant to this Debit Authorisation, including the transfer of any funds from any PayPal account:

- (a) any loss, damage, liability, cost, charge or expense which you and/or any third party may suffer or incur; and
 - (b) any delay, neglect, error or omission on our part or that of our affiliates and their respective directors, officers, employees, representatives, advisors, agents, contractors or financial institutions whom we work with.
5. We may at our sole discretion and at any time add, delete or modify any of the terms of this Debit Authorisation.
 6. Our record of all transactions and matters relating to this Debit Authorisation is conclusive evidence of the same and is binding on you, save for manifest error. Nothing in the foregoing prevents us from correcting any error, irregularity or omission therein at any time.
 7. The Service is governed by a contract between you and PPCN, and PayPal Pte. Ltd. is not responsible for the delivery or performance of the Service. You will contact PPCN directly for any inquiries regarding your use of the Service.