

CoGoLinks Service Account

CoGoLinks 服务账户

Terms and Conditions

条款及细则

1. Please carefully review these Terms and Conditions as you (“**Customer**” or “**you**”) are deemed to have (a) accepted all the provisions in these Terms and Conditions and (b) agreed to enter into these Terms and Conditions between you and JagoLink Limited when you register or log-in to your CoGoLinks Service Account(s) or use any of Our Services. For PRC Customer, these Terms and Condition shall be entered between you, Beijing CoGoLinks and JagoLink Limited.

请仔细阅读本条款和细则，因您在注册或登录您的 CoGoLinks 服务账户或使用我们的任何服务时，您 (“**客户**”或“**您**”)已被(a)视为接受并同意本条款和细则中的所有条文及(b)同意您和杰汇有限公司之间签订的本条款及细则。如属中国内地客户，本条款和细则将由您、结行世纪及杰汇有限公司签订。

2. Upon your acceptance to these Terms and Conditions in any manner, these Terms and Conditions shall forthwith become effective and you shall be bound by the provisions herein. These Terms and Conditions shall continue to be in full force and effect up to and until the date on which these Terms and Conditions is being terminated according to its provisions.

在您以任何形式接受本条款及细则之时，本条款及细则将立即生效并对您具有法律约束力。本条款及细则将持续有效，直至双方按本条款及细则的条文终止本条款及细则为止。

3. Kindly be reminded that you are entitled to seek independent legal advice before accepting these Terms and Conditions. We advise you to seek proper legal advice before you accept these Terms and Conditions to ensure that you fully understand the provisions herein.

请注意，在您接受本条款及细则前，您有权取得独立法律意见。我们建议您于接受本条款及细则前寻求适切的法律意见，以确保您明白及同意本条款及细则。

4. You acknowledge and agree that, to facilitate provision of Our Services, our affiliate in the PRC, Beijing CoGoLinks, will be solely responsible for operating and managing our information technology systems, collection, storage, process and/or transfer of your personal information and transmission of instructions of any Transactions. We (for PRC Customer, Beijing CoGoLinks solely) agree to comply with Applicable Laws in protecting your personal information.

您承认并同意, 为方便提供我们的服务, 我们在中国内地的关联方结行世纪, 将会全权负责运营和管理我们的信息技术系统的责任、並收集、存储、处理和/或传输您的个人信息以及传输任何交易的指令。我们(如属中国内地客户, 仅结行世纪)同意遵守适用法律来保护您的个人信息。

5. For the purpose of these Terms and Conditions, the following words shall have the meanings set out below:

为本条款及细则的目的, 下列词汇定义如下:

- 5.1 **“Account Balance”** means the balance of funds as from time to time shown in your CoGoLinks Service Account.

“账户余额”指在您的 CoGoLinks 服务账户中不时显示的资金数额。

- 5.2 **“Applicable Laws”** means all applicable laws, regulations, directives, generally accepted practices or guidelines from time to time issued by any regulatory authority, or laws in any jurisdiction which is applicable to your use of Our Services, including, without limitation, laws in connection with anti-money laundering or counter terrorist financing, consumer protection, data protection, anti-discrimination, gambling, false advertising, illegal sales or purchases or transactions involving any goods or services, and those relating to export/import activities, taxes or currency exchange transactions. For the avoidance of doubt, the relevant laws, regulations and guidelines in Hong Kong shall include, without limitation:

“适用法律”是指适用于您使用我们的服务的全部适用法律、法规、指引, 普遍接受的做法, 或不时由监管部门颁布的规则, 或其他司法管辖区内的法律, 包括但不限于有关于反洗钱和反恐怖主义融资、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、税收或外汇交易活动的法律。为免存疑, 在香港的相关法律、法规及规则包括但不限于:

- (a) Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615)

打击洗钱及恐怖分子资金筹集条例(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); and

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 Terrorist (For Money Service Operators).

打击洗钱及恐怖分子资金筹集守则(针对金钱服务运营商)。

5.3 **“Approved Payee”** means a corporate entity from time to time approved by us, including, without limitation, third party payment processors.

“经核准收款方”指一个不时经我们核准的公司实体，包括但不限于第三方支付公司。

5.4 **“Beijing CoGoLinks”** means 北京结行世纪科技有限公司, a company incorporated under the laws of the PRC, which is solely responsible for operating and managing our information technology systems, collection, storage, process and/or transfer of your personal information and transmission of instructions of any Transactions.

“结行世纪”指北京结行世纪科技有限公司，一家根据中国内地法律注册成立的公司，将会全权负责运营和管理我们的信息技术系统的责任、并收集、存储、处理和/或传输您的个人信息以及传输任何交易的指令。

5.5 **“Beneficiary Account”** means **local** bank account for settlement of funds, that is, a bank account designated by you for disbursement and settlement of the Account Balance through your use of Our Services.

“提现账户”指您的本地提现银行账户，也即，您所指定的希望通过我们的服务接收及结算账户余额的银行账户。

5.6 **“Business Day”** means a day (other than a Saturday or Sunday or a public holiday) on which banks are open for general business in Hong Kong and, where applicable, such other jurisdictions where the Transaction takes place.

“工作日”指香港及(如适用)交易所在地的司法管辖区的商业银行开放进行一般银行业务的日子（星期六、星期日或公众假期除外）。

5.7 **“Buyer”** means any natural or legal person who purchases goods or services from you or your Online Platform.

“零售顾客”指从您或电商平台上购买您的产品或服务的自然人或法人。

5.8 **“CoGoLinks Service Account”** means your service account registered on our CoGoLinks Global Services Platform for the purpose of using Our Services.

“CoGoLinks 服务账户”指您为使用我们的服务而在我们的 CoGoLinks 全球服务平台注册的服务账户。

5.9 **“CoGoLinks Service Account Credentials”** means the Payment Account credentials (which shall include bank account details, routing number(s), IBAN, etc.) provided by us to you for use of Our Services.

“CoGoLinks 服务账户凭证”指为使用我们的服务而向您提供的支付账户凭证（包括银行账户详情、路由号码、IBAN 等）。

5.10 **“CoGoLinks Global Services Platform”** means a platform managed by us for provision of Our Services.

“CoGoLinks 全球服务平台”指由我们管理的用于提供我们的服务的平台。

- 5.11 **“CoGoLinks User Account”** means your user account registered on our CoGoLinks Global Services Platform.
“CoGoLinks 用户账户”指您在我们的 CoGoLinks 全球服务平台上注册的用户账户。
- 5.12 **“Consumer”** means a natural person, who uses payment services for his personal, family or household purposes and does not use such services for any business, commercial or professional needs or activities, or a consumer as defined by the Applicable Laws in the jurisdiction of the account domicile.
“消费者”指使用支付服务来满足个人或家庭需求，而非业务、商业或职业需求和活动的自然人，或者根据账户所在的司法管辖区的适用法律可以定义为消费者的人。
- 5.13 **“Currency Exchange”** means the exchange of one currency into another currency in accordance with Conversion Instructions.
“货币兑换”是指根据兑换指示将一种货币兑换成另一种货币。
- 5.14 **“Conversion Instructions”** means any instructions given by you to us requesting to convert funds from one currency into another currency.
“兑换指示”指您向我们发出的任何指示，要求将资金从一种货币转换为另一种货币。
- 5.15 **“Damages”** means all costs, expenses, losses, fines, damages or the like directly or indirectly suffered or incurred by us or our affiliates in Hong Kong, PRC or elsewhere in performance of these Terms and Conditions for any reason whatsoever.
“损失”指我们或我们的关联方在履行本条款及细则时在香港、中国内地或其他地方因任何原因直接或间接遭受或引致的成本、支出、罚款、损失和损害等。
- 5.16 **“Fees”** are the charges payable by you to us for using Our Services.
“费用”指您为使用我们的服务而产生的费用。
- 5.17 **“Inbound Payment”** means the funds received on your behalf in the designated Payment Account from approved Online Platforms or payors.
“收款”指代表您在指定支付账户中收到的来自经批准的电商平台或付款人的资金。
- 5.18 **“Jagolink”, “we”, “us” or “our”** means JagoLink Limited, a company incorporated under the laws of Hong Kong and holds a money service operator licence issued by the Customs and Excise Department of Hong Kong. For the purpose of these Terms and Conditions, references to “Jagolink”, “we”, “us” or “our” shall, where applicable, include our holding companies, subsidiaries, affiliates, directors, investors and employees.
“杰汇”或“我们”或“我们的”指杰汇有限公司，一间按照香港法律成立的、持有香港海关发出的金钱服务经营者牌照的公司。就本条款及细则而言，“杰汇”或“我们”或“我们的”应当包括，于适用时，其持股公司、子公司、关联公司、董事、投资人和雇员。

- 5.19 **“Online Platform”** means any e-commerce marketplace or other third party platform from time to time approved by us and related to the use of Our Services.
“电商平台”指任何已由我们不时核准的、与使用我们的服务相关的电子贸易商城或其他第三方销售电商平台。
- 5.20 **“Online Platform Transaction”** means the act of transfer of funds initiated by an Online Platform to the Payment Account made in connection with sales of goods and services through the Online Platform pursuant to your agreement with the Online Platform.
“电商平台交易”指由电商平台发起的、根据您与电商平台的协议将通过电商平台销售商品和服务的资金转移到您的支付账户的行为。
- 5.21 **“Our Services”** means all services provided by us and our affiliates on our CoGoLinks Global Services Platform to you in accordance with these Terms and Conditions. For the sake of clarity, we shall in no event provide any service which is not specified in these Terms and Conditions.
“我们的服务”指根据本条款及细则由我们和我们的关联公司在我们的CoGoLinks 全球服务平台上向您提供的所有服务。为表清晰，我们不会在任何情况下向您提供本条款及细则中没有列明的服务。
- 5.22 **“Payment Account”** means the account to which funds are received and credited from Online Platform Transactions and that hold your Account Balance.
“支付账户”指从电商平台交易中接收和记入资金并持有您的账户余额的账户。
- 5.23 **“PRC”** means People’s Republic of China (for the purpose of these Terms and Conditions, excluding Hong Kong, Macau and Taiwan).
“中国内地”指中华人民共和国(就本条款和细则而言，不包括香港、澳门及台湾地区)。
- 5.24 **“PRC Customer”** means you are either (1) a business entity incorporated or formed under the laws of the PRC; or (2) a natural person who uses a PRC resident identity card or PRC passport to register for a CoGoLinks User Account and/or CoGoLinks Service Account.
“中国内地客户”指您是(1)根据中国内地法律注册或组成的商业实体；或(2)使用中国内地居民身份证或中国内地护照注册 CoGoLinks 用户账户和/或 CoGoLinks 服务账户的自然人。
- 5.25 **“Remittance”** means the act of payment from Payment Account to Approved Payee(s) in accordance with Remittance Instructions.
“汇款”指根据汇款指示由支付账户支付给经核准收款方的支付行为。
- 5.26 **“Remittance Instructions”** means any instructions given by you to us requesting to transfer funds to Approved Payee(s).
“汇款指示”指您向我们发出的任何指示，要求将资金转移至经核准收款方。

5.27 **“Service Providers”** include banks, payment service providers, clearing networks and third party payment processors from time to time engaged by us for provision of Our Services.

“服务提供者”包括在提供我们的服务过程中，我们不時使用的银行、支付服务提供商、清算网络和其他第三方支付服务商。

5.28 **“Settlement Instructions”** means instructions to execute a Settlement Transaction given by a Customer to us after receipt of funds by us on your behalf through an Online Platform Transaction or an Inbound Payment.

“结算指示”指通过电商平台交易代表您收到资金或收款后，由客户指示我们执行结算交易的指示。

5.29 **“Settlement Transaction”** means payment of funds from the Payment Account to the Beneficiary Account pursuant to a Settlement Instruction.

“结算交易”指根据您发出结算指示，资金从支付账户支付到您的提现账户。

5.30 **“Transaction”** refers to (a) an Online Platform Transaction; (b) an Inbound Payment; (c) a Settlement Transaction; (d) Remittance; or (e) Currency Exchange and where the context permits, include any of them.

“交易”指的是(a)电商平台交易、(b)收款、(c)结算交易、(d)汇款或(e)货币兑换，若文义許可，包括上述任一交易。

5.31 **“Warranties”** means the representations and warranties and undertakings set out in clause 11.

“保证”指第 11 条中所列的声明、保证和承诺。

5.32 **“Website”** means our website which hosts CoGoLinks Global Services Platform.

“网站”指我们托管的 CoGoLinks 全球服务平台的网站。

6. **Registration of a CoGoLinks Service Account**

注册 CoGoLinks 服务账户

6.1 In order for you to enjoy the benefits of Our Services, you need to register a CoGoLinks Service Account. Your business activities must be approved by us before you can conduct any business activity. As part of the registration process, you will need to accept these Terms and Conditions, our Personal Information Collection Statement and all other documents from time to time provided by us through your CoGoLinks User Account, CoGoLinks Service Account or our Website and any amendments and supplements thereto. You agree to provide us with true, accurate and complete information during your registration. After successful registration, you shall from time to time review and update relevant information in your CoGoLinks Service Account. However, we reserve the right to suspend your further use of Our Services and/or terminate your CoGoLinks Service Account at our sole and absolute discretion if you have failed to update any information in your CoGoLinks Service Account or after such updates.

为使您能享受我们的服务，您需要注册一个 CoGoLinks 服务账户。您的一切业务活动必须得到我们批准方可进行。作为注册过程的一部分，您将需要接受本条款及细则、《收集个人资料声明》及我们通过您的 CoGoLinks 用户账户、CoGoLinks 服务账户或我们的网站不时发布的所有其他文件，以及上述各文件的修订及增补。您同意在注册时向我们提供真实、准确和完整的信息。在成功注册后，您应审查并不时更新您的 CoGoLinks 服务账户中的相关信息。但是，如果您未能更新您的 CoGoLinks 服务账户中的任何信息或在此类更新之后，我们保留绝对酌情权暂停您进一步使用我们的服务和/或终止您的 CoGoLinks 服务账户的权利。

6.2 Eligibility

开户资格

To be eligible for registration of a CoGoLinks Service Account:

为开设 CoGoLinks 服务账户，您需要具备下列条件：

- (a) you must be legally capable to enter into these Terms and Conditions with us. Any natural person who registers on your behalf must attain the age of 18 and have the necessary authority to act on your behalf.

您必须拥有签订本条款及细则的法律能力，且代表您注册的自然人必须年满 18 岁并拥有为代表您行事的必要的授权许可。

- (b) save as certain limited personal activities approved by us from time to time, our Services are solely intended to enable Transactions for business/commercial related activities only. Therefore, you warrant to us that your use of Our Services (except for those approved personal activities) shall be for your own business, trade or profession but not for any other purpose.

除我们不时批准的某些有限的个人活动外，我们的服务仅旨在便利与商业和业务活动相关的交易。因此，您向我们保证您必须是为自己的业务、贸易或专业而不是为了其他目的使用我们的服务（那些经批准的个人活动除外）。

- (c) save as certain limited personal activities approved by us from time to time, you hereby undertake with us that you shall in no event use Our Services as a Consumer.

除我们不时批准的某些有限的个人活动外，您特此向我们承诺您在任何情况下均不会以消费者身份使用我们的服务。

- (d) you warrant that you are legally authorized under the business entity's formation documents and/or under the laws of your home country to agree to these Terms and Conditions.

您保证您已经获得商业主体的成立文件和/或您所在国家的法律的合法授权同意本条款及细则。

(e) except as otherwise approved by us in writing, you must use Our Services to transact on your own behalf and not on behalf of any other person or business entity. In order for us to approve your request for use of Our Services on behalf of other persons or business entities, you must provide us with all documents requested by us for consideration. We shall approve such request at our absolute discretion.

除已获得我们书面许可，您必须为自己交易而不是代表其他任何个人或商业主体而使用我们的服务。为得到我们许可以便代表他人或其他商业主体使用我们的服务，您必须向我们提供我们要求的一切文件供我们考虑。我们有绝对酌情权来批准该请求。

(f) you must promptly update your registration information with us to ensure that such information is true, accurate and complete at all times.

您必须确保您的注册信息在任何时候均是真实、准确和完整的，并及时向我们更新该信息。

By registering a CoGoLinks Service Account with us and/or by continue using Our Services, you are deemed to have agreed to and/or met all the eligibility requirements set forth above.

通过注册我们的 CoGoLinks 服务账户和/或继续使用我们的服务，您将被视为已同意和/或满足了所有上述资格要求。

6.3 Know Your Client

了解您的客户

Your use of Our Services shall be subject to our “Know Your Customer” and approval process. We may, at any time during or after your registration of the CoGoLinks Service Account, request for information and/or documents from you to verify including, without limitation, your identity, your scope of business and the identity of your shareholders and directors for registering a CoGoLinks Service Account. We may, at our sole and absolute discretion, request you to provide further information relating to your business activities and require you to arrange for site inspection for checking and verification purposes. We may also conduct verification by collecting information from third party intermediaries or databases. We may, from time to time, through routine check or otherwise, request for further information from you. You agree to provide the requested information within seven (7) days from the date of such request. Failure to provide such requested information may result in our rejection to your registration for a CoGoLinks Service Account, suspension of your use of Our Services and/or termination of your CoGoLinks Service Account.

您使用我们的服务须通过我们的“了解您的客户”和注册时的审批程序。在注册 CoGoLinks 服务账户時或注册后，我们有权要求您提供信息和/或文件以验证（包括但不限于）您的身份信息、业务范围信息、以及登记 CoGoLinks 服务账户业务的股东和董事信息。我们可以行使绝对酌

情权，采取必要的手段检查和验证您提供的信息，包括要求您提供关于业务的进一步信息、要求您安排到现场检查，通过使用第三方中介或信息库以验证您的身份。我们可能不时通过例行检查或其他方式要求您提供进一步的信息。您同意在七（7）日内向我们提供我们要求的任何信息。未能提供此类要求的信息可能导致我们拒绝您的 CoGoLinks 服务账户的注册，或暂停向您提供我们的服务或终止您的 CoGoLinks 服务账户。

6.4 CoGoLinks Service Account Credentials

CoGoLinks 服务账户凭证

Some Online Platforms may request for CoGoLinks Service Account Credentials. You will need to provide CoGoLinks Service Account Credentials to such Online Platforms from which you wish to receive payment by means of Our Services. You are reminded to provide CoGoLinks Service Account Credentials accurately in order for us to properly receive and collect funds on your behalf. You shall keep the CoGoLinks Service Account Credentials safe and secure and must not disclose your CoGoLinks Service Account Credentials to any third party. You are not permitted to authorize any third party to access or use your CoGoLinks Service Account and you shall be fully responsible for all activities conducted by such party.

某些电商平台可能要求您提供 CoGoLinks 服务账户凭证，您须把该 CoGoLinks 服务账户凭证提供给您希望我们为您收款的获批准的该类电商平台。您须准确提供 CoGoLinks 服务账户凭证，以便我们代表您妥善接收及收取资金。您必须保证 CoGoLinks 服务账户凭证的安全，不能向任何第三方透露。您不得授权任何第三方访问或使用您的 CoGoLinks 服务账户，您将对该第三方进行的所有活动承担全部责任。

7. Our Services

我们的服务

7.1 Scope of Our Services

我们的服务范围

(a) The scope of Our Services shall only be confined to facilitating the Transactions in accordance with these Terms and Conditions but not otherwise. We shall in no event be involved in any underlying transactions between you and Buyer, the Online Platform, supplier, payor or the Approved Payee.

我们的服务的范围仅限于在符合本条款及细则之下促成交易。我们在任何情况下均不介入任何您与零售顾客、电商平台、供货商、支付方、或经核准收款方的潜在交易。

(b) You authorize us to hold, receive, and disburse funds in accordance with your Settlement Instructions, Remittance Instructions or Conversion Instructions. For the sake of clarity, we shall in no event act as the Buyer

of your products or services and we take no role in any underlying contract to which you are a party except these Terms and Conditions. We may, at our sole and absolute discretion, use the services of one or more Service Providers to provide Our Services and process Transactions without notice.

您授权我们根据您的结算指示或汇款指示或兑换指示持有、接收并返还资金。为清晰起见，我们在任何情况下均不会成为您产品的零售顾客，除本条款及细则外，我们不参与任何您作为当事方的潜在交易。我们可能行使绝对酌情权，使用一个或多个服务提供商以提供我们的服务，并在不发出通知的情况下处理交易。

- (c) You acknowledge that provision of a bank account is ancillary to Our Services and you are not permitted to carry out any activity with the bank account that falls outside of the scope of Our Services. You agree to avoid any direct communication with any bank that is involved in provision of Our Services. Any direct contact with a bank or other payment provider regarding Our Services may result in immediate termination of your CoGoLinks Service Account and/or suspension of your use of Our Services.

您明白提供银行账户是我们的附属服务，您不可使用该银行账户参与任何在我们的服务范围以外的活动。您同意避免与任何涉及提供我们的服务的银行进行任何直接沟通。任何就我们的服务与银行或其他支付服务提供商的直接联络可能导致您的 CoGoLinks 服务账户与您对我们的服务的使用被即时终止。

7.2 Transactions

交易

- (a) We shall process, trace and authorize any Transaction at our sole and absolute discretion. You agree and accept that we may, at any time, reject, suspend or limit payments at our sole and absolute discretion without assigning reasons thereto. You are hereby informed that any Transaction carried out within the framework of these Terms and Conditions may be subject to disclosure requirements under the Applicable Laws. Except as otherwise prohibited by the anti-money laundering and counter-terrorist financing laws, you shall have access to all such data in accordance with the Applicable Laws if the data is relevant to you. No criminal or civil actions or professional sanctions can be brought or taken against us or our affiliates, and each of their directors, managers or employees who have reported their suspicious transaction reports to the relevant authorities in good faith.

我们将行使绝对酌情权处理、追溯及授权一个交易。您同意并接受我们可能不时行使绝对酌情权，在不提供理由的情况下拒绝、暂停或限制支付。您被特此告知，在本条款及细则框架下进行的交易可

能受到适用法律的披露要求的限制。若信息与您有关，只要该审阅权不与反洗钱或反恐怖主义融资的目的相违背，您可以在符合适用法律的情形下审阅所有的披露信息。若我们或我们的管理层或职员已善意地将其怀疑报告给有关机构，您不得向我们或我们的关联公司，以及他们的每一位董事、管理层或职员提起刑事诉讼、民事诉讼或纪律制裁。

- (b) We will only accept or send funds via remittance or wire transfer for all Transactions. We do not accept cash, credit card payments or cheques for all Transactions.

我们只通过汇款或转账形式接收或传送所有交易的资金。我们不接受现金、信用卡支付或支票付款。

7.3 Inbound Payment from Online Platforms

自电商平台收款

- (a) To the extent applicable, you shall appoint us as your limited payments agent for the sole purpose of receiving, holding, and settling payments to you from Online Platforms through the Payment Account. You agree that an Online Platform Transaction payment received by us (or, to the extent applicable, a person appointed by us as our agent) on your behalf satisfies the obligation of the Online Platform to make payment to you in the amount of the Online Platform Transaction, regardless of whether we actually complete Settlement Transaction of any such funds to you. Payment is deemed made by the Online Platform to you upon receipt of funds in the Payment Account. In accepting this appointment as your limited payments agent, you agree that we (and any affiliate appointed by us as agent pursuant to the terms of this provision) assume no liability for any acts or omissions by you, and you understand that the obligation of us to make any Settlement Transaction is subject to and conditional upon the Online Platform's actual payment and these Terms and Conditions.

在适用范围内，您应指定我们作为您的有限支付代理人，其唯一目的是通过支付账户从电商平台接收、持有和结算支付给您的款项。您同意我们（或在适用的范围内，由我们指定的我们的代理人）代表您收到的电商平台交易付款满足电商平台向您支付电商平台金额的义务，无论我们是否实际完成任何此类资金的结算交易。支付账户收到资金后，即视为电商平台已向您付款。接受此任命作为您的有限支付代理人，即表示您同意我们（以及我们根据本条款任命作代理人的任何关联公司）对您的任何作为或不作为不承担任何责任，并且您了解我们进行任何结算交易的义务须受制于电商平台的实际付款以及本条款及细则。

- (b) Any Payment Account established shall belong to us. We only allow Online Platforms to make payments to the Payment Account for the purposes of Our Services and will charge you administrative fees for making the Inbound Payment. Payments other than Online Platform Transactions made to the Payment Account may be rejected and we may, at its sole and absolute discretion, refund such payments to the bank accounts from which such funds are remitted. All costs and expenses and all our administrative costs associated thereto shall be borne by you on an indemnity basis.

任何建立的支付账户均属于我们。我们只允许电商平台以我们的服务为目的向支付账户付款，并将收取您一部分费用作为收款的手续费。向支付账户汇入的、电商平台交易之外的付款可能会被拒绝，且我们可行使绝对酌情权将该支付返还至汇出的账户。所有因此产生的成本及花费和相关的手续费将由您以弥偿基准负责。

- (c) You shall keep all records and underlying documentations for each Online Platform Transaction. We may from time to time request you to provide such underlying documentations and proofs for the purpose of verifying the Online Platform Transactions and you shall provide such requested documentations and proofs within seven (7) days from the date on which the request is made. We may also request third parties related to the Online Platform Transaction to provide evidence to verify such transactions and you shall give all necessary consent and assistance to us to fulfill such requests. Failure to provide such requested documentations and proofs may result in our termination of your CoGoLinks Service Account and/or suspension of your use of Our Services. We may charge you administrative costs for reopening of a terminated CoGoLinks Service Account and/or resuming Our Services to you.

您应妥善保管每次电商平台交易的全部记录及基础文件。我们可能不时要求您提供此类基础文件和证明以核实电商平台交易，您应在该要求作出之日起七(7)日内提供所要求的文件和证明。我们也可能要求电商平台交易相关的第三方提供证据以核实该交易，而您应向我们提供所有必要的同意和帮助以满足我们的要求。未能提供该要求的文件和证据可能导致我们终止您的 CoGoLinks 服务账户及/或暂停您对我们的服务的使用。我们可能对 CoGoLinks 服务账户的重新开启或恢复我们的服务向您收取手续费。

- (d) The receiving currency for the Online Platform Transaction shall be determined by us from time to time. In case there is any foreign exchange transaction, we will advise you on the applicable exchange rate beforehand if the context permits.

电商平台交易的接收货币应由我们不时确定。针对外汇交易的情况，如情形许可，我们将提前告知适用兑换汇率。

- (e) You acknowledge that we have no control over the timing for the Online Platform Transactions and for the funds to reach the Payment Account. You may contact the Online Platform to check the status of funds at any time before it reaches the Payment Account. Upon your request, we may at your costs conduct investigation of the flow of any fund under any Online Platform Transaction. However, save as provided in clause 7.3(a), you understand and acknowledge that any issue or dispute between you and the Online Platform shall in no event be related to us.

您明白我们并不能控制电商平台交易和将汇入支付账户的资金的时间点。您可在资金汇入支付账户前的任何时间联系电商平台，查询资金的状况。据您的请求，我们可就任何电商平台交易的资金流展开调查，费用由您承担。然而，除第 7.3(a) 条规定外，您了解并明白，任何您与电商平台之间的问题或纠纷均与我们无关。

- (f) We shall use commercially reasonable effort to inform you of the Account Balance within three (3) Business Days from the date of receipt of the funds through an Online Platform Transaction.

我们将以商业上的合理尽力，在接收到电商平台交易所得资金的三(3)个工作日内告知您账户余额。

- (g) We may charge a Fee on receiving funds in each Online Platform Transaction. You acknowledge that the Fees will be deducted from (1) the funds returned to the Payment Account; or (2) the Account Balance at the time on which the funds are deposited into the Payment Account. You further confirm that we may deduct the bank charges and other fees and expenses charged by any Service Provider or third party from the Account Balance, including all bank charges of the payee and payor.

我们可能就每一笔电商平台交易的资金接收收取费用。您明白，费用将从(1)返还给支付账户的资金;或(2)资金存入支付账户时的账户余额中扣除。您进一步确认，我们可能从账户余额中扣减银行费用及其他收费，以及任何服务提供商或第三方收取的费用，包括一切收款及付款方银行收取的费用。

7.4 Other Inbound Payment

其他收款

- (a) This clause 7.4 shall only be applicable if we grant you permission from time to time to accept payments from persons other than Online Platforms to the Payment Account for the purpose of Our Services. Any Payment Account established shall belong to us. We will charge you administrative fees for making such Inbound Payment.

本第 7.4 条仅在我们不时准许您为我们的服务目的接受电商平台以外的人向支付账户付款的情况下适用。任何建立的支付账户均属于我们。我们将向您收取此类收款的行政费用。

- (b) To the extent applicable, you shall appoint us as your limited payments agent for the sole purpose of receiving, holding, and settling payments to you from approved payors through the Payment Account. You agree that such payment received by us (or, to the extent applicable, a person appointed by us as our agent) on your behalf satisfies the obligation of the approved payor to make payment to you in the same amount, regardless of whether we actually complete Settlement Transaction of any such funds to you. Payment is deemed made by the approved payor to you upon receipt of funds in the Payment Account. In accepting this appointment as your limited payments agent, you agree that we (and any affiliate appointed by us as agent pursuant to the terms of this provision) assume no liability for any acts or omissions by you, and you understand that the obligation of us to make any Settlement Transaction is subject to and conditional upon the approved payor's actual payment and these Terms and Conditions.

在适用范围内，您应指定我们作为您的有限支付代理人，其唯一目的是通过支付账户从来自经批准的付款人接收、持有和结算支付给您的款项。您同意我们（或在适用的范围内，由我们指定的我们的代理人）代表您收到的付款满足经批准的付款人向您支付金额的义务，无论我们是否实际完成任何此类资金的结算交易。付款账户收到资金后，即视为经批准的付款人已向您付款。接受此任命作为您的有限支付代理人，即表示您同意我们（以及我们根据本条款任命作代理人的任何关联公司）对您的任何作为或不作为不承担任何责任，并且您了解我们进行任何结算交易的义务须受制于经批准的付款人的实际付款以及本条款及细则。

- (c) We reserve our rights not to accept payments made from any person to the Payment Account and if we exercise such discretion, we shall, at its sole and absolute discretion, refund such payments to the bank accounts from which such funds are remitted. All costs and expenses and all our administrative costs associated thereto shall be borne by you on an indemnity basis.

我们保留不接受任何人向支付账户付款的权利，如果我们行使此类酌情权，我们将可全权决定将此类付款退还至汇出此款项的银行账户。所有因此产生的成本及费用和相关的手续费将由您以弥偿基准负责。

- (d) You shall keep all records and underlying documentations and payor's proof of funds for our verification from time to time. We may from time to time request you to provide such underlying documentations and proofs for the purpose of verifying relevant transactions and you shall provide such requested documentations and proofs within seven (7) days from the date on which the request is made. We may also request appropriate third parties related to the transaction to provide evidence to

verify such transactions and you shall give all necessary consent and assistance to us to fulfill such requests. Failure to provide such requested documentations and proofs may result in our termination of your CoGoLinks Service Account and/or suspension of your use of Our Services. We may charge you administrative costs for reopening a terminated CoGoLinks Service Account and/or resuming Our Services to you.

您应妥善保管所有相關交易的记录及基础文件，及付款方的資金證明，以便我們不時進行核查。我们可能不时要求您提供此类基础文件和证明以核实相關交易，您应该在要求作出之日起七(7)日内提供所要求的文件和证明。我们也可能要求任何我們認為合適的第三方提供证据以核实该等交易，而您应向我们提供所有必要的同意和幫助以满足我们的要求。未能提供该要求的文件和证据可能导致我们终止您的 CoGoLinks 服务账户及/或暂停您对我们的服务的使用。我们可能对 CoGoLinks 服务账户的重新开启或恢复我们对您的服务向您收取手续费。

- (e) The receiving currency for the transaction shall be determined by us from time to time. In case there is any foreign exchange transaction, we will advise you on the applicable exchange rate beforehand if the context permits.

接收交易的使用货币应由我们不时确定。针对外汇交易的情况，如情形许可，我们将提前告知适用兑换汇率。

- (f) You acknowledge that we have no control over the timing and amount for the funds to reach the Payment Account. You may contact the relevant payors to check the status of funds at any time before it reaches the Payment Account. Upon your request, we may at your costs conduct investigation of the flow of any fund under the transaction. However, save as provided in clause 7.4(b), you understand and acknowledge that any issue or dispute between you and the payor(s) shall in no event be related to us.

您明白我们并不能控制将资金汇入支付账户的時間及金額。您可在资金汇入支付账户前的任何时间联系相關付款方，查询资金的状况。据您的请求，我们可就任何交易的资金流展开调查，费用由您承担。然而，除第 7.4(b) 条的规定外，您了解并明白，任何您与付款方之间的问题或纠纷均与我们无关。

- (g) We shall use commercially reasonable effort to inform you of the Account Balance within three (3) Business Days from the date of receipt of the funds through such transaction.

我们将以商业上的合理尽力，在接收到交易所得资金的三(3)个工作日内告知您账户余额。

- (h) We may charge a Fee on receiving funds in each of such transaction. You acknowledge that the Fees will be deducted from (1) the funds returned

to the Payment Account; or (2) the Account Balance at the time on which the funds are deposited into the Payment Account. You further confirm that we may deduct the bank charges and other fees and expenses charged by any Service Provider or third party from the Account Balance, including all bank charges of the payee and payor.

我们可能就每一笔交易的资金接收收取费用。您明白，费用将从(1) 返还给支付账户的资金;或(2)资金存入支付账户时的账户余额中扣除。您进一步确认，我们可能从账户余额中扣减银行费用以及任何服务提供商或第三方提交收取的费用，包括一切收款及付款方银行收取的费用。

7.5 Settlement Transactions

结算交易

- (a) You may only conduct a Settlement Transaction through and receive funds in the Beneficiary Account approved by us. Request for approval shall be initiated by you through our Website and we usually approve such request within fourteen (14) Business Days. We may refuse to carry out any Settlement Instructions if the Beneficiary Account is not properly approved by us.

您只能从我们核准的提现账户中进行结算交易及收取资金。核准申请须由您通过我们的网站提交。我们通常会在 14 个工作日内批准申请。若提现账户没有通过我们核准，我们可能会拒绝执行任何结算指示。

- (b) When your Account Balance is positive, you may submit a Settlement Instruction to instruct us to transfer part or all of the Account Balance to your Beneficiary Account. You acknowledge that the Fees will be deducted from the settlement amount directly or the Account Balance before any such Transaction. The Settlement Instruction shall be in a form specified by us and shall include (1) the amount requested in the currency as recorded in the CoGoLinks Service Account and your proposed currency of the money to be received (currency exchange rate shall be determined by us in our sole and absolute discretion, if applicable); and (2) valid details of your Beneficiary Account.

若您的账户余额为正数，您可以提交结算指示，要求我们将您的全部或部分账户余额转入您的提现账户。在该等交易进行前，您确认我们可于结算金额或账户余额中直接扣除费用。结算指示应当以我们指定的格式作出并包括(1)以与 CoGoLinks 服务账户中记录的货币为单位的请求金额及您拟收取的货币币种(相关汇率由我们行使绝对酌情权(如适用)不时确认);及(2)有效的提现账户详情。

- (c) With respect to Beneficiary Account details:

就提现账户详情而言：

- (1) you must provide information about the Beneficiary Account to us in advance for approval. You shall follow the instructions from time to time implemented by us for approval of any Beneficiary Account, and shall ensure that the Beneficiary Account information provided by you to us is accurate and complete. In the event that any payment is rejected due to inaccurate Beneficiary Account information provided by you, you shall be responsible for all relevant fees and expenses charged by the Service Providers and our administrative costs, and we may directly deduct such fees from your Account Balance. In case of any inaccurate or misdirected payment, we may, upon your request and at your costs, take all reasonable measures to assist you to trace the funds and recover the same if, in our sole and absolute discretion, it is reasonable and feasible to do so in the circumstances. However, we do not guarantee or take any responsibility whether such funds will eventually be recovered.

您必须提前向我们提供提现账户的信息供我们审核。为我们核准任何提现账户，您需要遵守我们不时实施的指示、并确保您的提现账户信息准确无误。若由于您提供的不准确的提现账户信息而导致任何付款被拒绝，您将负责服务提供商收取的全部相关费用及我们的手续费，而我们可以从您的账户余额中直接扣除此类费用。若发生任何不正确的或错误的付款，我们将根据您的要求和在您自担费用的前提下采取合理措施，协助您进行追查，并由我们行使绝对酌情权，在合理可行的情况下追回此类款项，但我们不会保证亦概不负责这些款项最终是否能被追回。

- (2) You must ensure the Beneficiary Account is in good standing and able to receive funds. If the Beneficiary Account is not in good standing, fund transfers by us to the Beneficiary Account may be rejected. In such circumstances, you shall be responsible for all relevant fees and expenses charged by the Service Providers and our administrative costs.

您必须确保您的提现账户状况良好并能够接收资金。若提现账户因任何理由出现问题，由我们向提现账户转账的资金可能会被拒绝。在这种情况下，您应负责服务提供商收取的全部相关费用及我们的手续费。

- (3) We may from time to time conduct review of any Beneficiary Account. You shall fully co-operate with us on such review and provide documents requested by us within seven (7) days from the date of request. We may revoke our approval of or suspend usage of any Beneficiary Account at any time without giving reasons thereto at our sole and absolute discretion.

我们可不时审查任何提现账户。您应充分地配合此审查，并于七(7)个工作日内向我们提供我们要求的所有文件。我们可能按我

们的绝对酌情权收回我们对提现账户的批准,或在任何时候暂停任何提现账户的使用,而不须给予任何理由。

- (4) You may at any time provide us with updated details of the Beneficiary Account in accordance with the instructions from time to time implemented by us. If we are satisfied with the update at our sole and absolute discretion, we shall approve such update.

您可于任何时间按我们不时执行的指示向我们提供提现账户的更新详细信息。若我们按我们的绝对酌情权认可该更新,我们将批准该更新。

- (d) Any Settlement Instruction issued by you and received by us shall be irrevocable. We shall act in accordance with the Settlement Instruction if such Settlement Instruction is acceptable to us.

任何您发出的且由我们接收的结算指示均为不可撤销。若我们接受该等结算指示,我们将依照该结算指示行事。

- (e) If the Settlement Instruction is, at our sole and absolute discretion, acceptable to us, we will initiate a Settlement Transaction in accordance with such Settlement Instruction. You acknowledge that the Fees will be deducted from the settlement amount or the Account Balance before any such Transaction. You further confirm that we may deduct the bank charges and other fees and expenses charged by any Service Provider or third party from the Account Balance or settlement amount as stipulated in the Settlement Transaction, including all bank charges of payee and payor.

若我们,由我们行使绝对酌情权,接受该等结算指示,我们将依该等结算指示启动结算交易。您明白,费用将在该等交易进行前,由结算金额或账户余额中扣除。您进一步确认,我们可能由结算交易所规定的结算金额或账户余额中,扣除银行费用以及任何服务提供商或第三方收取的费用,包括一切收款及付款方银行收取的费用。

- (f) The Settlement Instruction received by us will usually be processed within one (1) to three (3) Business Days at the currency exchange rate as detailed in clause 7 below. You should be aware that such timeline may be revised at our sole and absolute discretion and the timeframe specified in this clause shall in no event be seen as an obligation on the part of us.

我们接收的结算指示一般会于1至3个工作日内依下文第7条中所详述的货币兑换率进行处理。您应留意,此时间线可以由我们行使绝对酌情权自行修改,且本条所提及的时间轴在任何情况下都不得被视为我们的责任。

- (g) If, through no fault of your own, you wish to reverse any completed Settlement Transaction, we may, upon your request and at your costs, take all reasonable measures to assist you to trace the funds and recover the same if, in our sole and absolute discretion, it is reasonable and feasible

to do so in the circumstances. However, we do not guarantee or take any responsibility whether such transaction will eventually be reversed. You shall be responsible for all relevant fees and expenses charged by any Service Provider or third party and our administrative costs, and we may directly deduct such fees from your Account Balance.

假若，不是由于您自己的过失，您希望撤销任何已完成的结算交易，我们可以应您的要求并在您承担费用下，采取一切合理措施协助您追踪资金并追回资金，但前提是我们在行使绝对酌情权的情况下认为这样做是合理可行的。但是，我们不保证此类交易最终是否会被撤销，也不就此承担任何责任。您应对任何服务提供者或第三方收取的所有相关费用和开支以及我们的行政费用负责，我们可以直接从您的账户余额中扣除此类费用。

- (h) You should submit a Settlement Instruction to instruct us to transfer all of the Account Balance to your Beneficiary Account as soon as you foresee that there will not be any Inbound Payment or you will not carry out any Transaction in the next six (6) months, failing which, notwithstanding any provision of these Terms and Conditions, we may, in our sole and absolute discretion, (1) transfer part or all of the Account Balance to your Beneficiary Account, or (2) return your Account Balance to the Online Platform(s) or payor(s), or (3) charge you a Fee per week for holding the Account Balance in your Payment Account, without the necessity to receive any Settlement Instruction or express consent from you.

若您预期未来六(6)个月内不会有任何收款或进行任何交易，您应尽快提交结算指示，要求我们将您的全部账户余额转入您的提现账户，否则，尽管有本条款及细则的任何规定，我们有绝对酌情权(1)将部分或全部账户余额转移至您的提现账户，或(2)将您的账户余额退还给电商平台或付款人，或(3)向您就使用支付账户持有账户余额收取每周的费用，而不需要收到您的任何结算指示或明确同意。

7.6 Remittance

汇款

- (a) If you wish to conduct any Remittance, you shall issue a Remittance Instruction to us which must contain the following information:

若您希望执行任何汇款，您应当发送一份汇款指示给我们，指示应包含下述信息：

- (1) the amount and currency under which the Remittance Instruction is to be executed;
需要执行汇款指示的金额和货币；
- (2) the proof of source of funds;
资金来源证明；
- (3) the name and address of the relevant Approved Payee;

有关经核准收款方的姓名及地址;

(4) the bank account's details of the relevant Approved Payee; and
有关经核准收款方的银行账户详情; 及

(5) any other information as from time to time be required by us to
proceed with the Remittance Instruction.

任何我们不时为执行汇款指示而需要的其他信息。

(b) We may request you to provide "Know Your Customer" information on the Approved Payee and the transactional information and documents for proof of such transactions from time to time and you shall within seven (7) days from the date of request (either before or after execution of Remittance Instructions at our sole and absolute discretion) provide such information and documents to us. We may suspend provision of any Remittance services before we are satisfied with the information provided. 我们可能不时要求您就经核准收款方提供“了解你的客户”的信息, 及交易信息和该交易的支持文件, 您应当在请求之日起的七(7)日内 (由我们行使绝对酌情权决定, 无论是在执行汇款指示之前或之后) 提供该类信息和文件给我们。我们在对您提供的信息满意之前可暂停提供任何汇款服务。

(c) We reserve the right to refuse processing any Remittance Instructions without giving reasons thereto.

我们保留不提供任何理由而拒绝处理任何汇款指示的权利。

(d) We will only consider acceptance of any Remittance Instructions at the time when we actually received such instruction from you. If such instruction is received after the cut-off time on any Business Day (which is determined by us from time to time) or on a day which is not a Business Day, such instruction shall be deemed to have received on the immediate succeeding Business Day.

我们仅在收到您的汇款指示后才会考虑接受任何相关指示。如果该指示是在任何工作日由我们不时确定的截止时间后收到, 或在不属于某一工作日收到, 则该指示将被视作在紧接着的下一个工作日收到。

(e) Any Remittance Instruction issued by you and received by us shall be irrevocable. We shall act in accordance with the Remittance Instruction if such Remittance Instruction is acceptable to us.

任何您发出的且由我们接收的汇款指示均为不可撤销。若该等汇款指示为我们所接受, 我们将依相关汇款指示行事。

(f) If the Remittance Instruction is, at our sole and absolute discretion, acceptable to us and if there is sufficient Account Balance, we shall transfer the amount of the Remittance Instruction to the bank account of the Approved Payee within two (2) Business Days. You acknowledge that the Fees will be deducted from the Remittance amount or the Account Balance before any such Transaction. You further confirm that we may

deduct the bank charges and other fees and expenses charged by any Service Provider or third party from the Account Balance or Remittance amount as stipulated in the Remittance Instruction, including all bank charges of payee and payor.

若该等汇款指示，在我们行使绝对酌情权下，为我们所接受且有足够的账户余额，我们将依该等汇款指示将资金在两天内转入经核准收款方的账户。您明白，费用将在该等交易进行前，由汇款金额或账户余额中扣除。您进一步确认，我们可能由汇款指示所规定的汇款金额或账户余额中，扣除银行费用及其他费用以及任何服务提供商或第三方要求的费用，包括一切收款及付款方银行收取的费用。

- (g) The debit date which the Customer acts as payer shall in no event be earlier than the time at which the amount specified in the Remittance Instruction is debited from the Payment Account.

客户作为支付方的记账日期将于任何情况下将不早于汇款指示所列数额由支付账户中取出的日期。

- (i) If, through no fault of your own, you wish to reverse any completed Remittance Transaction, we may, upon your request and at your costs, take all reasonable measures to assist you to trace the funds and recover the same if, in our sole and absolute discretion, it is reasonable and feasible to do so in the circumstances. However, we do not guarantee or take any responsibility whether such transaction will eventually be reversed. You shall be responsible for all relevant fees and expenses charged by any Service Provider or third party and our administrative costs, and we may directly deduct such fees from your Account Balance.
- 假若，不是由于您自己的过失，您希望撤销任何已完成的汇款交易，我们可以应您的要求并在您承担费用下，采取一切合理措施协助您追踪资金并追回资金，但前提是我们在行使绝对酌情权的情况下认为这样做是合理可行的。但是，我们不保证此类交易最终是否会被撤销，也不就此承担任何责任。您应对任何服务提供商或第三方收取的所有相关费用和开支以及我们的行政费用负责，我们可以直接从您的账户余额中扣除此类费用。

7.7 Currency Exchange

货币兑换

- (a) If you wish to conduct any Currency Exchange, you shall issue a Conversion Instruction to us which must contain (1) the amount and currency you wish to convert; (2) your proposed currency of the money to be received; and (3) valid details of your Beneficiary Account.

如果您希望进行任何货币兑换，您应向我们发出兑换指示，其中必须包含 (1) 您希望兑换的金额和货币；(2) 您建议的收款币种；及 (3) 您的提现账户的有效详细信息。

- (b) If the Conversion Instruction is, at our sole and absolute discretion, acceptable to us, we will provide you with a foreign exchange rate within one (1) to three (3) Business Days. You acknowledge and agree that the foreign exchange rate provided by us may be different from the actual foreign exchange rate which conducts the Currency Exchange, as the rate may have changed between the time of the Conversion Instruction and the Currency Exchange.

如果兑换指示，在我们行使绝对酌情权的情况下，为我们所接受，我们将在一 (1) 至三 (3) 个工作日内为您提供外汇汇率。您承认并同意，我们提供的外汇汇率可能与进行货币兑换的实际外汇汇率不同，因为该汇率可能在兑换指示和货币兑换的时间之间有所改变。

- (c) Upon your acceptance of the foreign exchange rate in your CoGoLinks Service Account, we will initiate the Currency Exchange in accordance with such Conversion Instruction. You acknowledge that the Fees will be deducted from the conversion amount or the Account Balance before any such Transaction.

在您接受您于 CoGoLinks 服务账户中的外汇汇率后，我们将根据此兑换指示启动货币兑换。您得悉，在任何此类交易之前，费用将从兑换金额或账户余额中扣除。

- (d) You must ensure that the Account Balance is sufficient to cover the amount and currency as stipulated in the Conversion Instruction, or if you have only registered a CoGoLinks User Account and not a CoGoLinks Service Account, deposit such conversion amount into our designated bank account, before you accept the foreign exchange rate provided by us. Otherwise, the Conversion Instruction may be rejected. In such circumstances, you shall be responsible for all relevant fees and expenses charged by the Service Providers and our administrative costs.

您必须确保账户余额足以覆盖兑换指示中规定的金额和币种，或者如果您仅注册了 CoGoLinks 用户账户而非 CoGoLinks 服务账户，请在您接受我们提供的外汇汇率之前将该兑换金额存入我们指定的银行账户。否则，兑换指示可能会被拒绝。在这种情况下，您应承担服务提供者收取的所有相关费用和开支以及我们的行政费。

- (e) After the Currency Exchange, we will deposit such funds into your Beneficiary Account.

货币兑换后，我们会将此类资金存入您的提现账户。

- (f) Any currency account established shall belong to us.

建立的任何货币账户均属于我们。

8. Currency

货币

If the Transaction involves a currency conversion, save as any Currency Exchange as mentioned under clause 7.7, it will be completed at the foreign exchange rate at

the applicable transaction time as determined by us at our sole and absolute discretion. To avoid the fluctuation of foreign exchange rate, the foreign exchange rate of each Transaction will be determined when it is processed. As such, we are unable to provide you the foreign exchange rate in advance.

若交易涉及到货币兑换，除了如第 7.7 条所述的货币兑换，则将按照我们全权确定的适用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确定。因此，我们可能无法在交易前向您提供汇率。

9. Fees 费用

9.1 All Fees that may be charged by us are specified in a fee schedule in your CoGoLinks Service Account. You shall review such fee schedule before conducting any Transactions.

我们可能收取的所有费用均在您的 CoGoLinks 服务账户中的收费表列明。您应当在进行任何交易前查阅该收费表。

9.2 You agree to pay all Fees according to the fee schedule as aforesaid. We may from time to time revise any item in the fee schedule at our sole and absolute discretion. We may notify you after each update of the fee schedule. You are deemed to have received our notice and accepted the revised fee schedule when you continue using Our Services.

您同意按照上述收费表支付上述收费表中所列的所有费用。我们有权不时自行决定调整收费表中的任何项目。当我们调整收费表时，我们可能会通知您。当您继续使用我们的服务时，您将被视为已接受经修订的收费表，您同时接受本条款及细则中的通知安排。

9.3 If you have any questions or are unclear as to any Fees, you are encouraged to contact our Customer Support.

若您有任何疑问或对任何费用不清楚，您应该联系我们的客户服务人员。

9.4 Fees payable by you will be deducted from each Transaction when such Transaction is accepted by us. You hereby authorize and instruct us to so deduct such Fees.

您所需要支付的费用将在我们处理交易时从交易中扣除。您特此授权并指示我们扣除此类费用。

9.5 If currency exchange is involved in settlement of our Fees, such currency exchange shall be subject to the exchange rate set out in clause 8.

若我们费用的结算涉及到货币兑换，该货币兑换将按照第 8 条所列明的汇率进行。

9.6 You further acknowledge that in the course of any Transaction, there may be charges imposed by intermediary banks or financial institutions or the Service Providers, and there may be other charges reasonably imposed by any third party, including all bank charges of payee and payor. You agree that such charges (if any) shall be borne by you solely and you confirm that we may

deduct the bank charges and other fees and expenses charged by any Service Provider or third party from the Account Balance.

您进一步确认，在进行交易的过程中，中介银行或金融机构或服务提供商可能收取费用，任何第三方亦可能合理收取其他费用，包括一切收款及付款方银行收取的费用。您同意该等费用（如有）应全部由您承担，您确认该银行费用及任何服务提供商或第三方的费用将在账户余额中扣除。

10. Transaction Records

交易记录

10.1 We will prepare transaction information online in the transaction session of your CoGoLinks Service Account which will be available when you log-in to your CoGoLinks User Account portal. You are advised to regularly check if the records are accurate and complete. In case there is any inaccurate or incomplete record, you shall report to us immediately in writing and we will conduct investigation and rectification. You are deemed to have agreed that all transaction records are true, accurate and complete if we do not receive any objection from you within thirty (30) days from the date on which the records are available for inspection online.

在您登录您的 CoGoLinks 用户账户后交易的信息将于网上显示在 CoGoLinks 服务账户的交易记录中。我们建议您定期检查记录是否准确和完整。如发现任何错误或不完整的记录，请您立即书面通知我们，我们将进行调查和修正。如我们未能在交易可于网上查阅之日起 30 天内收到您的反对，则视为您同意所有相关记录为真实、准确和完整。

10.2 Except as required by Applicable Laws:

除适用法律要求外：

(a) you shall solely be responsible for compiling and retaining permanent records of all transactions and other data associated with your CoGoLinks Service Account and your use of Our Services;

您自行负责汇总和保留与您的 CoGoLinks 服务账户相关的所有交易和其他信息以及您使用我们的服务的永久性记录；

(b) you shall solely be responsible for checking all payment activity to and from your CoGoLinks Service Account to ensure that all activities are duly authorized;

您自行负责核对所有来自您的 CoGoLinks 服务账户的收付款活动，确保均已授权；

(c) we have no obligation to store, retain, report, or otherwise provide any copies of, or access to, any records, documentation or other information in connection with your CoGoLinks Service Account or any transactions submitted by you through Our Services.

我们没有义务为客户存储，保留，报告或以其他方式提供与您的 CoGoLinks 服务账户以及您通过我们的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。

11. Your representations, warranties and undertaking

您的声明、保证和承诺

11.1 You represent and warrant that you are not acting on behalf of, or for the benefit of, any other person, unless you, as a director, employee or authorised person, open the account for and under the direction of a company or corporate entity.

您声明并保证您不代表或为任何其他人的利益行事，除非您作为董事、雇员或授权人，为公司或公司实体并在其指示下开立账户。

11.2 You hereby undertake, until the termination of these Terms and Conditions, to communicate promptly to us on any change in your business ownership, business activities, postal address, email address, phone contact details and any modification with respect to your Beneficiary Account.

您特此承诺，直至本条款及细则的期限终止前，你将及时通知我们与您公司所有权，业务活动，邮寄地址，电子邮件地址，电话联系方式及与提现账户等方面相关的任何信息变更。

11.3 You hereby represent, warrant and undertake to and with us (and its successors in title) that each of the following warranties is, as at the date hereof and from the date hereof up to and until termination of these Terms and Conditions are, true, accurate and not misleading in all respects.

您就此向我们(及其承继者)声明并保证,以下各保证均在本文件日期至本条款和细则终止之日在各方面为真实、准确且不误导:

(a) you have been duly incorporated and constituted, and is legally subsisting under the laws of its place of incorporation;

您已合法成立并设有章程，且在成立地的法律下合法存续；

(b) your submission to the exclusive jurisdiction of the Hong Kong courts as a party to these Terms and Conditions is valid and binding;

您作为本条款及细则的一方，对香港法院的排他管辖权的接受为有效且有约束力；

(c) these Terms and Conditions constitutes valid and legally binding obligations on you and is enforceable against you in accordance with its terms;

本条款及细则对您构成有效且有法律效力的法律责任，且其条款对您具有法律约束力，并可对您强制执行。

(d) all authorizations, consents, licences and approvals required from any governmental or other authority for or in connection with the execution, delivery and performance of these Terms and Conditions have been obtained by you;

您已获取与本条款及细则的签署、送达及履行相关的所有由政府或其他机构颁发的授权、同意、牌照及批准；

- (e) you shall duly comply with all Applicable Laws, rules and regulations of Hong Kong and all countries in which you have business operation; 您应当妥善遵循香港及任何您有业务经营的国家的适用法律、法规与规则；
- (f) you are empowered and duly qualified and have the necessary licences and authorizations to carry on your business in such countries in which you operate;

您有能力且有资格且有必须的牌照及授权在您的业务所在国开展您的业务；

- (g) in respect of your business:

就您的业务而言：

- (1) all qualifications, registrations, licences, know-how or other approvals necessary for the proper conduct of your business have been obtained and maintained and no event or omission has occurred whereby any of the same or the renewal thereof is or is likely to be thereby adversely affected, suspended or revoked;

为妥善经营您的业务，所有所需的资格、注册、牌照、技术或批准均已获得并正在被您持有，无任何事件或疏漏或类似情况发生使得或有可能使得其受到负面影响、被暂停或吊销；

- (2) there are requisite corporate powers in respect thereof, all applicable legislations, rules and regulations have been complied with and observed, and there has been no breach or contravention of the same; 您具有所需的企业法人能力，已留意并遵循所有适用法律、法规及规则且并无违反；

- (3) the carrying on of which in no way contravenes or infringes any third party right including, without limitation, patents, industrial designs, copyrights and trademarks and other intellectual property rights;

在上述资格、注册、牌照或批准的持续生效并被您持有期间不以任何方式侵犯或违反任何第三方权益，包括但不限于专利、工业设计、著作权、商标及其他知识产权；

- (4) all qualifications, registrations, licences and other approvals may continue to be in full force and effect and be held by you up to and until the date of termination of these Terms and Conditions.

截至本条款及细则的终止之日，所有资格、登记、注册、牌照或批准持续生效并为您所持有。

- 11.4 You acknowledge and accept that we are entering into these Terms and Conditions in reliance of each of the warranties and the provisions contained therein.

您明白并接受，我们依赖本处所包含的保证及条款而签订本条款及细则。

- 11.5 You undertake with us that you shall promptly disclose in writing to us any event or circumstance which may arise or become known to you at any time which is inconsistent with any of the warranties herein or which would have constituted a breach of the warranties herein.

您向我们保证，您将及时以书面方式向我们披露任何可能发生或您所知晓的、与本处所包含的保证不一致的或可能构成对保证的违反的事件或情况。

- 11.6 You undertake with us that in connection with your use of Our Services, you shall in no event:

您向我们承诺，就与您使用我们的服务相关，您在任何情况下均不得：

- (a) commit any breach of these Terms and Conditions, our Personal Information Collection Statement, any other agreements and any amendments thereto that apply to you;

违反本条款及细则、我们的收集个人资料声明、任何其他对您有约束力的适用协议及其修订；

- (b) violate any Applicable Laws and any laws or regulations of the countries or regions where you are subject to;

违反任何您受管辖的国家和地区的适用法律、任何法律或法规；

- (c) provide false, inaccurate or misleading information to us or to any other party;

向我们或其他任何各方提供错误、不准确或误导的信息；

- (d) refuse to cooperate in an investigation or provide confirmation of your identity or any information you provided to us;

拒绝就您的身份或您提供给我们的信息配合调查或提供确认；

- (e) engage in any unlawful business or activity;

进行任何非法业务或活动；

- (f) infringe or misappropriate the intellectual property rights or rights of publicity or privacy of us or any third party;

侵犯或滥用我们或其他第三方的知识产权、公开权或私隐权；

- (g) send or receive funds that we reasonably believe to be potentially involve in money laundering, terrorist financing or other illegal activities.

发送或接收我们合理相信有可能涉及洗钱、恐怖主义融资或其他非法活动的资金。

12. Security Use

安全使用

- 12.1 You shall adequately protect your CoGoLinks Service Account against any loss, theft, misuse or unauthorized use by safeguarding all IDs, passwords

and CoGoLinks Service Account Credentials, as well as your computer, mobile phone or other devices. In particular, you shall keep all the anti-virus software updated in order to safeguard the access to the CoGoLinks Service Account error and virus free.

您应当通过保障您的 ID, 密码, CoGoLinks 服务账户凭证及您的计算机、手机或其他设备, 充分保护您的 CoGoLinks 服务账户不受到损失、窃取、滥用或未经授权的使用。特别地, 您应当及时更新所有防毒软件, 以便拦截对 CoGoLinks 服务账户的错误及病毒的任意攻击。

12.2 You must contact our Customer Support immediately if any of following has occurred or has suspicion that any of the following has occurred:

若发生或您怀疑发生下列情形, 您必须马上联络我们的客户服务人员:

(a) you become aware of any loss, theft, misappropriation or unauthorized use of your CoGoLinks Service Account; or

您留意到您的 CoGoLinks 服务账户遭受任何损失、窃取、滥用或未经授权的使用; 或

(b) you become aware of any unauthorized or erroneous Settlement Instruction, Remittance Instruction or Transaction no later than three (3) months after the debit/credit date.

您留意到任何不迟于出账/入账日期后三(3)个月内的未经授权的或错误的结算指示或汇款指示或交易。

13. Indemnity

弥偿

13.1 You shall indemnify us for and keep us fully and effectively indemnified against all direct and indirect Damages (including, without limitation, accounting, legal and other professional advisors' fees) incurred by us and our affiliates on an indemnity basis in connection with any breach of the terms and conditions herein by you and/or our enforcement thereof.

您应就任何我们及关联方遭受的与您对本条款及细则的违反及/或我们的强制履行相关的直接或间接的损失(包括但不限于财务、法律及其他职业顾问的费用)向我们作出弥偿, 以弥偿基准计算, 并保证我们全额及有效地获得弥偿。

13.2 You shall indemnify us for and keep us fully and effectively indemnified against any claim, proceeding or Damages (including, without limitation, accounting, legal and other professional advisors' fees) that may arise to be incurred by us and our affiliates in connection with the provision of any of Our Services (including, without limitation, to receive any Online Platform Transaction payment on your behalf), whether or not arising from or in connection with your improper use of such Services or any Damages to us (or its assets, computer hardware, devices, facilities or software) as a result of performing such Services.

您应就任何我们及关联方遭受的、与任何我们的服务的提供(包括但不限于代表您接收任何电商平台交易付款)相关的诉讼、法律程序或损失(包括但不限于财务、法律及其他职业顾问的费用),不论是否由您对我们的服务的不当使用引致或与之相关,或任何我们(或其财产、计算机硬件、设备、设施或软件)因此所承受的损失向我们作出弥偿,以弥偿基准计算,并保证我们全额及有效地获得弥偿。

13.3 Clause 13 shall not be applicable if such Damages are caused by our gross negligence or wilful default.

若该等损失是由我们的重大失误或故意违约所致,本条将不适用。

14. Disclaimer

责任限制

14.1 We shall in no event be required to conduct any service other than Our Services and shall in no event be responsible for any service other than Our Services. In particular, we do not, and shall in no event be deemed to, provide any tax or legal advice to you. You are advised to consult your own legal, tax and other professional advisors for such advice.

我们在任何情况下均不提供我们的服务外的任何服务,且不对我们的服务外的任何服务负责。其中,我们在任何情况下不会也不应被视为向您提供任何税务或法律意见。就此类意见,您应向您的法律、税务或其他专业顾问咨询。

14.2 You hereby acknowledge that we are not a bank or a credit institution and Our Services do not offer the features and benefits of a bank account. Moreover, we do not pay interest or any accrual benefits to you on funds held in the Payment Account.

您明白我们并非一个银行或信贷机构,我们的服务也不提供银行账户特有的功能及用途。此外,我们并不对您在我们的支付账户中资金支付利息或任何累计收益。

14.3 We make no representations and give no warranties whatsoever and disclaims all obligations, representations or warranties whatsoever arising by operation of law, implication or otherwise, in respect of Our Services, its title, accuracy, completeness or standard and fitness for a particular purpose.

我们从未作出任何陈述或保证,并就我们的服务、其拥有权、准确性、完整性、标准性及对某一特定目的的适用性而言免责于所有因法律运作、责任、表示或保证所产生的责任、陈述或保证。

14.4 We shall in no event be liable with respect to any subject matter of these Terms and Conditions under any contract, tort, strict liability or other legal or equitable theory for: (i) any special, incidental or consequential damages; (ii) the cost of procurement for substitute services; (iii) for interruption of use or loss or corruption of data; or (iv) any amount that exceeds the Fees paid by you to us under these Terms and Conditions during the twelve (12) month

period immediately preceding the cause of action. We shall in no event be liable for any failure or delay due to matters beyond our reasonable control. 我们在以下情况下对本条款及细则的任何事项均不负责，不论是根据任何合同责任，过失责任，严格责任或其他法律或衡平法原则：（i）任何特定的，偶然的或间接的损害赔偿；（ii）获得替代服务的成本；（iii）信息使用的中断或丢失或损坏；或（iv）金额超过在诉讼原因出现之前的 12 个月内您根据本条款及细则向我们支付的全部费用。至于超出我们合理控制范围的事项而导致的任何故障或延误，我们亦不承担任何责任。

- 14.5 Settlement Instructions and Remittance Instructions can only be executed if they comply with regulatory standards from time to time implemented by us. We shall in no event be liable for any damages which could result from the non-execution or defective execution of a Settlement Instructions or a Remittance Instruction where such non-execution or defective execution is caused by any incorrect, inaccurate or incomplete information provided by you.

结算指示和汇款指示只有在符合我们不时实施的监管要求下才能执行。由于您提供的信息的任何不准确、不完整或不正确而致使我们未能或错误地执行结算指示或汇款指示的，我们不承担由此可能导致的任何损害。

- 14.6 You acknowledge that we may provide Our Services using facilities provided by the Service Providers or any of our affiliates. You further acknowledge that you have no commercial agreement with any Service Provider.

您明白，我们可能使用服务提供商或任何我们的关联方提供的设施提供我们的服务。您进一步明白，您与任何服务提供商之间没有商业合同。

- 14.7 We shall not be liable for any underlying sales transactions occurring on the Online 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. We have no influence on the underlying process of buying or selling goods, and no legal relationship with the Online Platform or Buyers, and we shall in no event be liable to or in respect of any Buyer or Online Platform or for the underlying products and/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 Online Platforms, and you shall indemnify and hold us harmless from any claim by any of them against us. The sale of counterfeit goods or goods breaching intellectual property rights may 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 making or receiving payment.

对于您或零售顾客在电商平台上发生的任何销售交易，我们概不负责。您有责任确保您只对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。您对您的产品和您对零售顾客及电商平台的义务承担全部责任，并应保护杰汇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。

- 14.8 You are solely responsible for reporting to all applicable government tax authorities all funds underlying your use of Our Services and for the payment of any applicable taxes that apply to such payments as well as any other applicable reporting requirements including, without limitation, any customs or foreign currency controls. Upon our request, you shall provide all documents relating to tax reporting for our review and verification.

您应完全负责向相关的政府税务机关报告所有使用我们的服务的资金，并支付适用于此类付款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。在我们的要求下，您应将所有税务申报的相关文件提供给我们，以便我们查阅及核实。

- 14.9 (Applicable to PRC Customer only) You acknowledge and agree that Beijing CoGoLinks will be solely responsible for operating and managing our information technology systems, collection, storage, process and/or transfer of your personal information and transmission of instructions of any Transactions. Beijing CoGoLinks shall strictly comply with the relevant laws, regulations and regulatory requirements in the PRC relating, including but not limited to collection, storage, use, sharing, entrusted processing, transfer and disclosure of personal information, to ensure security of your information. In any event if we have breached or violated any data protection provisions in these Terms and Conditions or data protection laws in the PRC, Beijing CoGoLinks shall be solely liable for such responsibilities.

(僅適用於中國內地客戶)您承認並同意，結行世紀將全權負責運營和管理我們的信息技術系統、收集、存儲、處理和/或傳輸您的個人信息和處理任何交易指令的傳送。結行世紀將嚴格遵守中國內地關於包括但不限於個人信息收集、存儲、使用、共享、委託處理、轉讓和披露等方面的相關法律法規以及監管規定，以確保您的信息安全。在任何情況下，若我們違反本條款及細則的任何信息保護條款或中國內地的信息保護法律，相關責任僅由結行世紀負責。

- 14.10 We are not a bank, a credit institution or a stored value facilities licensee. We do not accept any deposit from you, accept any stored value from you or pay any interest to you on your Account Balance. You hereby expressly agree and authorize us to retain any interest that arises with respect to the Account Balance. You further agree that your Payment Account does not qualify as a deposit account, and hence funds held in your Payment Account or in the process of any Transaction are not insured. However, we agree to comply with Applicable Laws in protecting such funds we held on your behalf.

我們不是銀行，信貸機構，或儲值支持工具持牌人。我們不會接受您的任何存款，不會接受您的任何儲值，也不向您的帳戶餘額支付任何利息。

您在此明确同意并授权我们保留与账户余额有关的任何利息。您还同意您的支付账户不符合存款账户的资格，因此您的支付账户中或任何交易过程中持有的资金将不被保险。但是，我们同意遵守适用法律来保护我们以您的名义持有的资金。

15. Termination and Suspension

终止和暂停

15.1 Notwithstanding any provision of these Terms and Conditions, we may, at any time, terminate these Terms and Conditions and/or suspend or terminate your CoGoLinks User Account and/or CoGoLinks Service Account at our sole and absolute discretion without giving any reason whatsoever.

尽管有本条款及细则的任何规定，我们可以不提供任何理由而随时暂停或终止您的 CoGoLinks 用户账户及 / 或 CoGoLinks 服务账户。

15.2 We are entitled to terminate your CoGoLinks User Account and/or CoGoLinks Service Account forthwith without compensation if any of the following occurs:

若下列任何情况发生，我们有权于不给予任何补偿而终止您的 CoGoLinks 用户账户及 / 或 CoGoLinks 服务账户：

(a) any complaint is received by us in respect of any of your Transactions which may involve fraud, deception or other violation of the Applicable Laws in our opinion;

我们收到投诉并认为您的任何交易可能涉及欺诈、欺骗或其他违反适用法律的情形；

(b) you are declared bankrupt or being wound up;

您被宣告破产或清盘；

(c) no Transactions are made by you for a consecutive period of twelve (12) months;

您在连续十二(12)个月内没有进行任何交易；

(d) we are no longer capable to provide Our Services for any reason whatsoever, including without limitation due to: (i) changes to laws and regulations, or interpretations of the same by any regulatory authority that limits our ability to provide Our Services; or (ii) a financial institution partner or other entity that we rely on to be able to provide any element of Our Services terminates its provision of services to us or otherwise requires modifications to Our Services that we decide to implement; and 我们基于任何原因无法继续提供我们的服务包括但不限于由于：(i) 法律法规的变更或任何监管机构对法律法规的解释限制了我们的服务的能力；(ii) 我们赖以提供我们的服务的任何要素的金融机构合作伙伴或其他实体终止向我们提供服务或以其他方式要求修改我们决定实施的服务；和

(e) either party becomes subject to any sanction imposed or any investigation by a regulatory authority.

任何一方受到监管机构的惩罚或调查。

- 15.3 You may terminate these Terms and Conditions by giving not less than three (3) months' written notice to us. The provisions of these Terms and Conditions relating to warranties, disclaimers, indemnity and limitations of liability shall survive termination of these Terms and Conditions.

您可通过给予我们不少于三(3)个月的书面通知的方式终止本条款及细则。本条款及细则下有关保证免责、弥偿及限制责任的款项将在本条款及细则终止后继续有效。

- 15.4 When your CoGoLinks Service Account is suspended or terminated, any further attempted use of Our Services may result in your funds being rejected and returned to the Online Platform or the funds otherwise being held by us in accordance with Applicable Laws, and may warrant notification to appropriate authorities. You shall solely be responsible for Fees incurred in connection with the rejected payments.

当您的 CoGoLinks 服务账户被暂停或终止，任何进一步试图使用我们的服务的行为或导致您的资金被拒绝并退回到电商平台或我们根据适用法律以其他方式持有资金，且可能导致有关机构收到通知。您应承担因拒绝支付而衍生的一切相关费用。

- 15.5 Your CoGoLinks Service Account is deemed to be inactive if:

若出现以下情况，您的 CoGoLinks 服务账户将被视为不活跃：

- (a) it has no Transaction during a period of twelve (12) consecutive months;
or

在连续十二(12)个公历月的期间内未进行任何交易；或

- (b) you do not log-in to your CoGoLinks Service Account for a period of two (2) consecutive months.

在连续二(2)个公历月的期间内未登入 CoGoLinks 服务账户。

- 15.6 Two (2) weeks prior to reaching inactive status, we will send you an initial notice 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 to our notice.

在成为不活跃账户前两(2)周，我们将向您登记的电子邮件地址发送初始通知，要求采取行动，提供保持账户活跃的方式，并通知您被我们认定为不活跃账户的后果，以及您不回复该初始通知的后果。

- 15.7 If you do not respond to our initial notice within two (2) weeks and your Account Balance is zero, we will automatically close your CoGoLinks Service Account, after which you must register with us again before you can use our Services.

若您在两(2)周内没有回复我们的初始通知，且您的账户余额为零，我们将自动关闭您的 CoGoLinks 服务账户，您需要重新登记才能再使用我们的服务。

15.8 If you do not respond to our initial notice within two (2) weeks and your Account Balance is positive, we may, in our sole and absolute discretion, (1) transfer your Account Balance to the Beneficiary Account, or (2) returned your Account Balance to the Online Platform(s) or payor(s), or (3) suspend your CoGoLinks Service Account. During suspension, we will charge a Fee per week for the inactive account. You may reactivate your CoGoLinks Service Account at any time before the Account Balance becomes zero by following the reopening procedures implemented by us. Fees will be charged for reactivating such CoGoLinks Service Account. If the Account Balance becomes zero, you must register with us again before you can use our Services.

若您在两(2)周内没有对我们的初始通知做出任何明示的回应，且您的账户余额为正数，我们可以行使绝对酌情权，(1)将您的账户余额转入提现账户，或(2)将您的账户余额退还给电商平台或付款人，或(3)暂停您的 CoGoLinks 服务账户。暂停期间，我们将对不活跃账户收取每周的费用。在您的账户余额变为零之前，您可以通过由我们提供的重新开启的程序重新激活您的 CoGoLinks 服务账户。我们将对 CoGoLinks 服务账户的重新开启程序收取费用。若您的账户余额变为零，您必须重新登记才能再使用我们的服务。

15.9 If in rare circumstances, your Account Balance (or any particular currency of your Account Balance) becomes negative, we may, at our sole and absolute discretion, request you to promptly deposit the deficient amount in such currency into your Payment Account, or deduct the deficient amount from any Inbound Payment at the time such funds are deposited into your Payment Account. In case there is any foreign exchange transaction, such currency exchange rate shall be determined by us in our sole and absolute discretion.

在少数情况下，若您的账户余额(或您账户余额中的任何一种货币)变为负值，我们可以根据我们的绝对酌情权，要求您立即将该货币的不足金额存入您的支付账户，或在资金存入您的支付账户时从任何收款中扣除不足金额。如有任何外汇交易，相关汇率由我们行使绝对酌情权不时确认。

15.10 We may, at our sole and absolute discretion, conduct an investigation and request you to provide relevant information if there is any dispute over the ownership or operating rights of your CoGoLinks Service Account. We reserve the right to suspend your use of Our Services and/or your CoGoLinks Service Account at our sole and absolute discretion during such investigation. You agree that our decision after such investigation shall be conclusive and final. We shall in no event be liable for any damages which could result from the suspension of your use of Our Services and /or your CoGoLinks Service Account during such investigation.

如果存在任何对您的 CoGoLinks 服务账户的所有权或经营权的争议，我们可行使绝对酌情权决定进行调查并要求您提供相关信息。在此类调

查期间，我们保留自行决定暂停您使用我们的服务和/或您的 CoGoLinks 服务账户的权利。您同意我们在此类调查后的决定是最终及不可推翻的。在任何情况下，对于因您在此类调查期间被暂停使用我们的服务和/或您的 CoGoLinks 服务账户而可能导致的任何损失，我们概不负责。

15.11 Please contact our Customer Support if you have any questions about remaining funds in your CoGoLinks Service Account if it has been closed pursuant to this clause, or if you are the legal representative of an incapacitated or deceased Customer.

若您的账户已经根据本条内容被关闭，而您对 CoGoLinks 服务账户的剩余资金有任何疑问，或者您是无行为能力或已故客户的法定代表人，请联系我们的客户服务人员。

16. Notice 通知

16.1 You may contact our Customer Support at any time by sending a message through the contact links on our Website.

您可以通过我们网站上的联络链接，在任何时候发送讯息联络我们的客户服务人员。

16.2 Without affecting other methods of communication, any statement, notice, demand or other communications from us are deemed to be received by you: 在不影响其他的沟通方式的情况下，任何我们发出的声明、通知、要求或其他沟通若以以下方式发送，将被视为已妥善送达：

(a) when posted on the Website;

当在网站上公布时；

(b) when sent by electronic mail or facsimile to the email address or facsimile number provide by you; or

当通过您提供的电子邮箱地址或传真号码，通过邮箱或传真寄出时；

(c) when sent by post, by leaving a voice message, by telephone or other oral communication, notwithstanding that the post is returned in the case unsuccessful delivery or winding-up of the Customer.

当通过包括以邮寄方式发送，留下语音信息、电话、或其他口头的沟通形式传递时，即便被邮政退回或客户被清盘。

16.3 Without affecting other methods of communication, any statement, notice, demand or other communications from you shall only be received by us when actual receipt by us.

在不影响其他的沟通方式的情况下，任何您发出的声明、通知、要求或其他沟通只在被我们实际接收后方算送达成功。

17. Force Majeure 不可抗力

We shall be not liable for any failure to perform our obligations hereunder due to the occurrence of any event beyond our reasonable control and affecting our performance including, without limitation, governmental orders or regulations, outbreaks of state of emergency, acts of God, war, warlike conditions, hostilities, civil commotion, riots, epidemics, fires, strikes, lockouts, or any other similar cause. 假若发生任何超出我们合理控制范围内并影响我们履行本条款和细则的事件, 包括但不限于政府命令或法规、紧急状态的发生、天灾、战争、战争条件、战争行为、内乱、暴乱、流行病、火灾、罢工、停工或任何其他类似原因, 我们不承担任何责任。

18. General

一般条文

18.1 These Terms and Conditions are originally written in English. To facilitate merchants in different countries/regions, these Terms and Conditions may be translated into multiple languages. In case of discrepancy, the English version shall prevail.

本条款及细则原以英文书写。为方便不同国家/地区的商户, 我们有机会将本条款及细则翻译成多种语言。若出现任何歧义, 以英文版本为准。

18.2 We reserve the right to set off from any settlement to you any amounts owed by you to us, including, without limitation, all Fees, charges and expenses of any Service Provider and all other fees payable under these Terms and Conditions.

我们保留就您欠缴的任何金额从给您的结算中抵销的权利, 包括但不限于服务提供商的任何费用、收费及开销以及任何其他在本条款及细则下应当支付的费用。

18.3 You may not assign or transfer any of its obligations or rights under these Terms and Conditions. We may at any time assign to any person all or any of our obligations and rights under these Terms and Conditions by notice to you.

您不可转让或转移本条款及细则下的任何责任或权利。我们可能在任何时候通过给您的通知, 将我们于本条款及细则下的责任及权利转让给任何人。

18.4 These Terms and Conditions have been made available to you prior to its commencement and remains available thereafter.

本条款及细则中的条款在开始生效之前已经提供给您。

18.5 We may from time to time amend, supplement or update these Terms and Conditions at our sole and absolute discretion. Such amendments, supplements and updates shall be effective upon publication on the Website. By continue using Our Services, you are deemed to have agreed to and been bound by the latest version of these Terms and Conditions. If you disagree

with our changes, the only recourse for you is to stop using Our Services forthwith.

我们可能以我们的绝对酌情权不时修改、补充或更新本条款及细则。该等修改、补充或更新应在其于网站公布时生效。通过继续使用我们的服务，您将被视为已同意最新版本的条款及细则，并受其约束。如果您不同意我们的修改，唯一的途径是立即停止使用我们的服务。

- 18.6 Time is of the essence in these Terms and Conditions in respect of your obligations.

就您于本条款及细则项下的责任而言，时间是关键。

- 18.7 We may publish statements, guidelines, directives or similar documents which may form part of these Terms and Conditions. These documents will be published on our Website or be sent to you through means set out herein. Please pay continuous attention to these Terms and Conditions.

我们可能不时发布说明、指引、指南或类似的文件，他们可能构成本条款及细则的一部分。该类文件将在我们的网站颁布，或通过本条款及细则列出的途径发送给您。请您持续留意这些条款及细则。

- 18.8 No failure or delay by a party to exercise any right under these Terms and Conditions or otherwise shall operate as a waiver of that right or any other right nor shall any single or partial exercise of any such right preclude any other or further exercise of that right or the exercise of any other right.

若一方未能行使或延迟行使本条款及细则下的任何权利，该行为不应被视为对此等权利或其他权利的放弃，并且对任何权利的单独或部分的行使均不妨碍对该权利的进一步行使或其他权利的行使。

- 18.9 Nothing in these Terms and Conditions shall be deemed to constitute a partnership between you and us.

本条款及细则的任何内容不应被视为在各方间构成合伙关系。

- 18.10 We may exercise a power, remedy or right under these Terms and Conditions at our sole and absolute discretion and concurrently or separately with another power, remedy or right. A single or partial exercise of a power, remedy or right by us under these Terms and Conditions does not prevent a further exercise of it or an exercise of any other power, remedy or right. The powers, remedies and rights provided in these Terms and Conditions are cumulative and not exclusive of any power, remedy or right provided by law.

我们可行使绝对酌情权，在本条款及细则下行使一项权力、救济或权利，并可与其他权力、救济或权利同时或分别行使。我们在本条款及细则下对一项权力、救济或权利的单独或部分的行使均不妨碍对其进一步行使或对任何其他权力、救济或权利的行使。本条款及细则所规定的权力、救济或权利是累积的，与法律赋予的其他权力、救济或权利不相冲突。

- 18.11 The parties shall do and execute or procure to be done and executed all such further acts, deeds, documents and things as may be necessary to give full effect to the terms and intent of these Terms and Conditions.

各方应当执行及履行或促成和履行所有进一步的行动、契约、文件和必需事务，使本条款及细则的条款及目的得到全面落实。

18.12 These Terms and Conditions, together with fee schedule, statements, guidelines, directives or similar documents which may form part of these Terms and Conditions, contain the entire agreement between the parties with respect to the subject matter hereof, supersedes all previous agreements, representations and understandings between the parties with respect thereto, and may not be modified except in writing signed by the duly authorized representatives of the parties.

本条款及细则、收费表和可能构成本条款及细则的一部分的声明、守则、指南或相似的文件，包含各方在本题旨内的完整约定，并取代所有各方之前的协议、声明及理解，除以书面方式作出并由各方授权代表签署外不可修改。

18.13 We may be required by the government to withhold, freeze, or release to the government, another person or entity some or all of your Account Balance pursuant to notice of a court order, regulatory action or other equivalent government process. To the extent permitted by law, we will notify you of these actions. We shall be entitled to determine the action to take in response to such notice. We shall in no event be under any obligation to contest or appeal such court order, regulatory action, or other equivalent government process.

我们可能在政府要求时，根据法庭命令、监管措施或其他等同的政府程序，持有、冻结或向政府、其他自然人或主体发放全部或部分您的账户余额。在法律允许的范围内，我们会通知您这些行动。我们有权决定如何应对该等命令或要求。我们在任何情形下均没有责任就该法庭命令、监管措施或其他等同的政府程序进行抗辩或上诉。

18.14 If at any time any one or more provisions of these Terms and Conditions is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions of these Terms and Conditions shall not thereby in any way be affected or impaired.

如在任何时间，任何一条或多条本条款及细则内的条款在任何方面变得无效、不合法、无执行力或无法履行，本条款及细则内其他条款的有效性、合法性、执行力或履行不应受到影响或减损。

19. Governing law and jurisdiction

适用法律和司法管辖权

These Terms and Conditions 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.

本条款及细则须受相关法律管辖，并按香港法律解释，各方据此不可撤销地接受香港法院的排他性管辖权管辖。