

Payments Terms of Service

Please read these Payments Terms of Service (“Payments Terms”) carefully as they contain important information about your legal rights, remedies and obligations. By using the Payment Services (as defined below), you agree to comply with and be bound by these Payments Terms.

Please note: Section 22 of these Payments Terms contains an arbitration clause and class action waiver that applies to all MRL Members. If your country of residence is the United States / Hong Kong, this provision applies to all disputes with MRL Payments. If your country of residence is outside of the United States / Hong Kong, this provision applies to any action you bring against MRL Payments in the United States / Hong Kong. It affects how disputes with MRL Payments are resolved. By accepting these Payments Terms, you agree to be bound by this arbitration clause and class action waiver. Please read it carefully.

If your country of residence is within the European Economic Area (“EEA”) you can access the European Commission’s online dispute resolution platform here: <http://ec.europa.eu/consumers/odr>. Please note that MRL Payments is not committed or obliged to use an alternative dispute resolution entity to resolve disputes with consumers.

Last Updated: 1 January, 2020

These Payments Terms constitute a legally binding agreement (“**Agreement**”) between you and MRL Payments (as defined below) governing the Payment Services (defined below) conducted through or in connection with the MRL Platform.

When these Payments Terms mention “**MRL Payments**,” “**we**,” “**us**,” or “**our**,” it refers to the MRL Payments company you are contracting with for Payment Services. Your contracting entity will be determined based on your country of residence.

If you change your country of residence, the MRL company you contract with will generally be determined by your new country of residence as specified above, from the date on which your country of residence changes. Please note, however, that the MRL Payments company with which you contract will stay the same for all bookings made prior to your change of residence.

The MRL Terms of Service (“**MRL Terms**”) separately govern your use of the MRL Platform. All capitalized terms have the meaning set forth in the MRL Terms unless otherwise defined in these Payments Terms.

In certain situations, customers may be required to enter into unique payment processing agreements with MRL Payments. To the extent that there is a conflict between these Payment Terms and terms and conditions set forth in any relevant payment processing agreement, the latter terms and conditions will take precedence, unless specified otherwise.

Our collection and use of personal information in connection with your access to and use of the Payment Services is described in MRL’s Privacy Policy.

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1. Scope and Use of the Payment Services

1.1 MRL Payments provides payments services to Members, including payment collection services, payments and payouts, in connection with and through the MRL Platform ("**Payment Services**"). Please note that "Payment Services" include MRL Payments services associated with free Listings and Professional Services.

1.2 MRL Payments may temporarily and under consideration of the Members' legitimate interests (e.g., by providing prior notice), restrict the availability of the Payment Services, or certain services or features thereof, to carry out maintenance measures that ensure the proper or improved functioning of the Payment Services. MRL Payments may improve, enhance and modify the Payment Services and introduce new Payment Services from time to time. MRL Payments will provide notice to Members of any changes to the Payment Services, unless such changes do not materially increase the Members' contractual obligations or decrease the Members' rights under these Payments Terms.

1.3 The Payment Services may contain links to third-party websites or resources ("**Third-Party Services**"). Such Third-Party Services are subject to different terms and conditions and privacy practices and Members should review them independently. MRL Payments is not responsible or liable for the availability or accuracy of such Third-Party Services, or the content, products, or services available from such Third-Party Services. Links to such Third-Party Services are not an endorsement by MRL Payments of such Third-Party Services.

1.4 You may not use the Payment Services except as authorized by United States law, the laws of Hong Kong, the laws of the jurisdiction that is your country of residence, and any other applicable laws. In particular, but without limitation, the Payment Services may not be used to send or receive funds: (i) into any United States embargoed countries; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List. You represent and warrant that: (i) neither you nor your Professional Services are located or take place in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. In addition to complying with the above, you must also comply with any relevant export control laws in your local jurisdiction.

1.5 Your access to or use of certain Payment Services may be subject to, or require you to accept, additional terms and conditions. If there is a conflict between these Payments Terms and terms and conditions applicable for a specific Payment Service, the latter terms and conditions will take precedence with respect to your use of or access to that Payment Service, unless specified otherwise.

2. Key Definitions

“Payout” means a payment initiated by MRL Payments to a Member for services (such as Listing Fees) performed in connection with the MRL Platform.

“Payment Method” means a financial instrument that you have added to your MRL Account, such as a credit card, debit card, or PayPal account.

“Payout Method” means a financial instrument that you have added to your MRL Account, such as a PayPal account, direct deposit, a prepaid card, or a debit card (where available).

3. Modification of these Payments Terms

MRL Payments reserves the right to modify these Payments Terms at any time in accordance with this provision. If we make changes to these Payments Terms, we will post the revised Payments Terms on the MRL Platform and update the “Last Updated” date at the top of these Payments Terms. We will also provide you with notice by email of the modification at least fourteen (14) days before the date they become effective. If you disagree with the revised Payments Terms, you may terminate this Agreement with immediate effect by sending us a notice via email. If you do not terminate your Agreement before the date the revised Terms become effective, your continued use of the Payment Services will constitute acceptance of the revised Payments Terms.

4. Eligibility, Member Verification

4.1 You must be at least 18 years old or a duly organized, validly existing business, organization or other legal entity in good standing under the laws of the country you are established and able to enter into legally binding contracts to use the Payment Services. By using the Payment Services you represent and warrant that you fulfil the said condition.

4.2 MRL Payments may make access to and use of certain areas or features of the Payment Services subject to certain conditions or requirements, such as completing a verification process or meeting specific eligibility criteria.

4.3 We may make inquiries we consider necessary to help verify or check your identity or prevent fraud. Towards this end, you authorize MRL Payments to screen you against third party databases or other sources and request reports from service providers. In some jurisdictions, we have a legal obligation to collect identity information to comply with anti-money laundering regulations. This may include (i) asking you to provide a form of government identification (e.g., driver’s license or passport or business certificate(s)), your date of birth, your address, and other information; (ii) requiring you to take steps to confirm ownership of your email address, Payment Methods or Payout Methods; or (iii) attempting to screen your information against third-party databases. MRL Payments reserves the right to close, suspend, or limit access to the Payment Services in the event we are unable to obtain or verify any of this information.

5. Account Registration

5.1 In order to use the Payment Services, you must have a MRL Account in good standing. If you or MRL closes your MRL Account for any reason, you will no longer be able to use the Payment Services.

5.2 You may authorize a third party to use your MRL Account in accordance with the MRL Terms. You acknowledge and agree that anyone you authorize to use your MRL Account may use the Payment Services on your behalf and that you will be responsible for any payments made by such person.

6. Payment Methods and Payout Methods

6.1 When you add a Payment Method or Payout Method to your MRL Account, you will be asked to provide customary billing information such as name, billing address, and financial instrument information either to MRL Payments or its third-party payment processor(s). You must provide accurate, current, and complete information when adding a Payment Method or Payout Method, and it is your obligation to keep your Payment Method and Payout Method up-to-date at all times. The information required for Payout Methods will depend on the particular Payout Method and may include:

- Your residential / business address, name on the account, account type, routing number, account number, email address, payout currency, identification number and account information associated with a particular payment processor.

6.2 When you add or use a new Payment Method, MRL Payments may verify the Payment Method by authorizing a nominal amount or by authenticating your account via a third-party payment service provider. For further verification, we may also (i) authorize your Payment Method for one or two additional nominal amounts, and ask you to confirm these amounts, or (ii) require you to upload a billing statement. We may, and retain the right to, initiate refunds of these amounts from your Payout Method. When you add a Payment Method during checkout, we will automatically save that Payment Method to your MRL Account so it can be used for a future transaction.

6.3 Please note that Payment Methods and Payout Methods may involve the use of third-party payment service providers. These service providers may charge you additional fees when processing payments and Payouts in connection with the Payment Services (including deducting charges from the Payout amount), and MRL Payments is not responsible for any such fees and disclaims all liability in this regard. Your Payment Method or Payout Method may also be subject to additional terms and conditions imposed by the applicable third-party payment service provider; please review these terms and conditions before using your Payment Method or Payout Method.

6.4 You authorize MRL Payments to store your Payment Method information and charge your Payment Method as outlined in these Payments Terms. If your Payment Method's account information changes (e.g., account number, routing number, expiration date) as a result of re-issuance or otherwise, we may acquire that information from our financial services partner or your bank and update your Payment Method on file in your MRL Account.

6.5 You are solely responsible for the accuracy and completeness of your Payment Method and Payout Method information. MRL Payments is not responsible for any loss suffered by you as a result of incorrect Payment Method or Payout Method information provided by you.

6.6. If your Contracting Entity's location is different than the country of your Payment Method or your selected currency is different than your Payment Method's billing currency, your payment may be processed outside your country of residence. For example, if you make a booking using a U.S.-issued card, but select Euro as your currency, your payment may be processed outside the U.S. Banks and credit card companies may impose international transaction fees and foreign exchange fees on such international transactions. In addition, if you select to pay with a currency that is different than your Payment Method's billing currency, your bank or credit card company may convert the payment amount to your billing currency associated with your Payment Method, based on an exchange rate and fee amount

determined solely by your bank. As a result, the amount listed on your card statement may be a different amount than that shown on checkout. Please contact your bank or credit card company if you have any questions about these fees or the applicable exchange rate.

7. Financial Terms for Professionals

7.1 Generally

Generally speaking, MRL Payments will collect the Total Fees from a Guest at the time the Guest's booking request is accepted by the Professional, or at any other time mutually agreed between the Guest and MRL Payments.

7.2. Payouts

7.2.1 In order to receive a Payout you must have a valid Payout Method linked to your MRL Account. MRL Payments will generally initiate Payouts to you after completion of the services you agreed to perform.

7.2.2 The time it takes to receive Payouts once released by MRL Payments may depend upon the Payout Method you select and the Payout Method provider's processing schedule. MRL Payments may delay or cancel any Payout for purposes of preventing unlawful activity or fraud, risk assessment, security, or investigation.

7.2.3 Your Payout for a booking will be the Listing Fee less applicable MRL Service Fees and Taxes.

7.2.4 In the event of a Guest's cancellation of a confirmed booking, MRL Payments may at its sole discretion remit a Payout of any portion of the Total Fees depending the Professional Services that you have performed.

7.2.5 MRL Payments will remit your Payouts in the currency that the country where you resided in is adopting, or if applicable, depending upon your selections via the MRL Platform and as further set out in Section 12. Amounts may be rounded up or down as described in the MRL Terms.

7.2.6 For compliance or operational reasons, MRL Payments may limit the value of each individual Payout. If you are due an amount above that limit, MRL Payments may initiate a series of Payouts (potentially over multiple days) in order to provide your full payout amount.

8. Financial Terms for Guests

8.1 You authorize MRL Payments to charge your Payment Method the Total Fees for any booking requested in connection with your MRL Account. MRL Payments will collect the Total Fees in the manner agreed between you and MRL Payments via the MRL Platform. MRL Payments will generally collect the Total Fees after you and the Professional agreed to enter into agreement or accepts your booking request. However, if you pay with a push Payment Method (such as Sofort), MRL Payments will collect the Total Fees at the time of your booking request or after the Professional accepts your booking request. MRL Payments may offer alternative options for the timing and manner of payment. For example, in some cases, Guests may be required to pay or have the option to pay for Professional Services in multiple installments. Additional terms and conditions may apply for the use of an alternative payment option. If MRL Payments is unable to collect the Total Fees as scheduled, MRL Payments will collect the Total Fees at a later point (and extra charge for administration fee may be imposed). Once the payment transaction for your requested booking is successfully completed.

8.2 When you request to book a Listing, MRL Payments may also (i) obtain a pre-authorization via your Payment Method for the Total Fees, (ii) charge or authorize your Payment Method a nominal amount, to

verify your Payment Method, or (iii) authenticate your account via a third-party payment service provider to verify your Payment Method.

8.3 If a requested booking is cancelled either because it is not accepted by the Professional or you cancel the booking request before it is accepted by the Professional, any amounts collected by MRL Payments will be refunded to you, and any pre-authorization of your Payment Method will be released (if applicable). The timing to receive the refund or for the pre-authorization to be released will vary based on the Payment Method and any applicable payment system (e.g., Visa, MasterCard, etc.) rules.

8.4 You authorize MRL Payments to perform the Payment Method verifications described in Sections 6 and 8, and to charge your Payment Method for any bookings made in connection with your MRL Account. You hereby authorize MRL Payments to collect any amounts due, by charging the Payment Method provided at checkout, either directly by MRL Payments or indirectly, via a third-party online payment processor, and/or by one or more of the payment methods available on the MRL Platform (such as gift cards).

9. Appointment of MRL Payments as Limited Payment Collection Agent

9.1 Each Member collecting payment for services provided via the MRL Platform (such as Professional Services) ("**Providing Member**") hereby appoints MRL Payments as the Providing Member's payment collection agent solely for the limited purpose of accepting funds from Members purchasing such services ("**Purchasing Members**").

9.2 Each Providing Member agrees that payment made by a Purchasing Member through MRL Payments, shall be considered the same as a payment made directly to the Providing Member, and the Providing Member will provide the purchased services to the Purchasing Member in the agreed-upon manner as if the Providing Member has received the payment directly from the Purchasing Member. Each Providing Member agrees that MRL Payments may refund the Purchasing Member in accordance with the MRL Terms. Each Providing Member understands that MRL Payments' obligation to pay the Providing Member is subject to and conditional upon successful receipt of the associated payments from Purchasing Members. MRL Payments guarantees payments to Providing Members only for such amounts that have been successfully received by MRL Payments from Purchasing Members in accordance with these Payments Terms. In accepting appointment as the limited payment collection agent of the Providing Member, MRL Payments assumes no liability for any acts or omissions of the Providing Member.

9.3 Each Purchasing Member acknowledges and agrees that, notwithstanding the fact that MRL Payments is not a party to the agreement between you and the Providing Member, MRL Payments acts as the Providing Member's payment collection agent for the limited purpose of accepting payments from you on behalf of the Providing Member. Upon your payment of the funds to MRL Payments, your payment obligation to the Providing Member for the agreed upon amount is extinguished, and MRL Payments is responsible for remitting the funds to the Providing Member in the manner described in these Payments Terms, which constitute MRL Payments' agreement with the Purchasing Member. In the event that MRL Payments does not remit any such amounts, the Providing Member will have recourse only against MRL Payments and not the Purchasing Member directly.

10. General Financial Terms

10.1 Fees

MRL Payments may charge fees for use of certain Payment Services and any applicable fees will be disclosed to Members via the MRL Platform.

10.2 Payment Authorizations

You authorize MRL Payments to collect from you amounts due pursuant to these Payment Terms or the MRL Terms. Specifically, you authorize MRL Payments to collect from you:

- Any amount due to MRL (e.g., as a result of your bookings, Booking Modifications, cancellations, or other actions as a Guest or user of the MRL Platform), including reimbursement for costs prepaid by MRL on your behalf, by charging any Payment Method on file in your MRL Account (unless you have previously removed the authorization to charge such Payment Method(s)) or by withholding such amounts from your future Payouts. Any funds collected by MRL Payments will setoff the amount owed by you to MRL and extinguish your obligation to MRL.
- Any amount due to a Providing Member from a Purchasing Member which MRL collects as the Providing Member's payment collection agent as further set out in Section 9 above.
- Taxes, where applicable and as set out in the MRL Terms.
- MRL Payments may recover any costs and expenses it incurs in collecting the additional Fees by charging any Payment Method(s) you have on file in your MRL Account (unless you have previously removed the authorization to charge such Payment Method(s)).
- Any Service Fees or cancellation fees imposed pursuant to the MRL Terms (e.g., if, as a Professional, you cancel a confirmed booking). MRL Payments will be entitled to recover the amount of any such fees from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees improperly paid to you as a Professional. If, as a Professional, your Guest cancels a confirmed booking or MRL decides that it is necessary to cancel a confirmed booking, and MRL issues a refund to the Guest in accordance with the MRL Terms or other applicable cancellation policy, you agree that in the event you have already been paid, MRL Payments will be entitled to recover the amount of any such refund from you, including by subtracting such refund amount out from any future Payouts due to you.
- Fees, costs and/or expenses associated with a Damage Claim, including any Security Deposit, as set out in the MRL Terms. If MRL Payments is unable to collect from your Payment Method used to make the booking, you agree that MRL Payments may charge any other Payment Method on file in your MRL Account at the time of the Damage Claim (unless you have previously removed the authorization to charge such Payment Method(s)). MRL Payments also reserves the right to otherwise collect payment from you and pursue any remedies available to MRL Payments in this regard in situations in which you are responsible for a Damage Claim pursuant to the MRL Terms, including, but not limited to, in relation to any payment requests made by Professional.

In addition to any amount due as outlined above, if there are delinquent amounts or chargebacks associated with your Payment Method, you may be charged fees that are incidental to our collection of these delinquent amounts and chargebacks. Such fees or charges may include collection fees, convenience fees or other third-party charges.

10.3 Refunds

10.3.1 Any refunds or credits due to a Member pursuant to the MRL Terms, will be initiated and remitted by MRL Payments in accordance with these Payments Terms.

10.3.2 MRL Payments will process refunds immediately, however, the timing to receive any refund will vary based on the Payment Method and any applicable payment system (e.g., Visa, Mastercard, etc.) rules.

10.4 Recurring Payments

10.4.1 For certain bookings, MRL Payments may require a Guest to make recurring, incremental payments toward the Total Fees owed ("**Recurring Payments**"). More information on Recurring Payments (including the amount and the frequency of payments) will be made available via the MRL Platform / email communication if applicable to a booking.

10.4.2 If Recurring Payments apply to a confirmed booking, then the Guest authorizes MRL Payments to collect the Total Fees, and the Professional agrees that MRL Payments will initiate Payouts, in the increments and at the frequency agreed to and identified via the MRL Platform / email communication.

10.4.3 Guests may stop payment of a Recurring Payment by notifying MRL Payments in writing at least three (3) business days before the scheduled date of the payment. MRL Payments may require that you give written confirmation of a stop-payment order. If you fail to provide written confirmation within the days as requested, MRL Payments is not obligated to honor your request to stop any future Recurring Payments. If you have any questions regarding your Recurring Payments, please contact MRL Payments pursuant to Section 25.

10.5 Payment Processing Errors

We will take steps to rectify any payment processing errors that we become aware of. These steps may include crediting or debiting (as appropriate) the same Payout Method or Payment Method used for the original Payout to or payment by you, so that you end up receiving or paying the correct amount. This may be performed by MRL Payments or a third party such as your financial institution.

10.6 Collections

10.6.1 If MRL Payments is unable to collect any amounts you owe under these Payments Terms, MRL Payments may engage in collection efforts to recover such amounts from you.

10.6.2 MRL Payments will deem any owed amounts overdue when: (a) for authorized charges, one hundred and twenty (120) days have elapsed after MRL Payments first attempts to charge the Member's Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Professional's future Payouts, two hundred and seventy (270) days have elapsed after the adjustment is made to the Professional's account or the associated services have been provided, whichever is later.

10.6.3 MRL Payments will deem any overdue amounts not collected to be in default when three hundred and sixty five (365) days have elapsed: (a) for authorized charges, after MRL Payments first attempts to charge the Member's Payment Method or the associated services have been provided, whichever is later; and (b) for withholdings from a Professional's future Payouts, after the adjustment is made to the Professional's account or the associated services have been provided, whichever is later.

10.6.4 You hereby explicitly agree that all communication in relation to amounts owed will be made by electronic mail or by phone, as provided to MRL and/or MRL Payments by you. Such communication may be made by MRL, MRL Payments, or by anyone on their behalf, including but not limited to a third-party collection agent.

11. Security Deposits

11.1 If you as a Member (i) agree to pay the the other member in connection with a Damage Claim, or (ii) MRL determines that you are responsible for damaging or any personal or other property pursuant to the MRL Terms, you authorize MRL Payments to charge the Payment Method used to make the booking in order to collect any Security Deposit associated with the Listing, as well as any amount of the Damage Claim exceeding any Security Deposit. If the Listing does not have a Security Deposit, MRL Payments may charge the Payment Method used to make the booking for the amount of the Damage Claim. If we are

unable to collect from your Payment Method used to make the booking, you agree that MRL Payments may charge any other Payment Method on file (and not otherwise unauthorized) in your MRL Account at the time of the Damage Claim.

11.2 MRL Payments also reserves the right to otherwise collect payment from you and pursue any remedies available to MRL Payments in situations in which you are responsible for a Damage Claim pursuant to the MRL Terms.

12. Currency Conversion

The currencies available to make and receive payments for any given transaction may be limited for regulatory or operational reasons based on factors such as the Member's selected Payment Method or Payout Method and/or the Member's country of residence or MRL contracting entity(ies). Any such limitations will be communicated via the MRL Platform / email communication, and you will be prompted to select a different currency, Payment Method or Payout Method. Note that a Member's third-party payment service provider may impose transaction, currency conversion or other fees based on the currency or Payment Method the Member selects to make or receive payments, and MRL Payments is not responsible for any such fees and disclaims all liability in this regard.

13. Abandoned Property

If we cannot initiate a Payout, refund, or pay other funds due to you for the relevant period of time set forth by your state, country, or other governing body in its unclaimed laws, we may process the funds due to you in accordance with our legal obligations, including by submitting such funds to the appropriate governing body as required by law.

14. Prohibited Activities

You are solely responsible for compliance with any and all laws, rules, regulations, and Tax obligations that may apply to your use of the Payment Services. In connection with your use of the Payment Services, you may not and you agree that you will not and will not assist or enable others to:

- breach or circumvent any applicable laws or regulations, agreements with third parties, third-party rights, or the MRL Terms, Policies, or Standards;
- use the Payment Services for any commercial or other purposes that are not expressly permitted by these Payments Terms;
- register or use any Payment Method or Payout Method with your MRL Account that is not yours or you do not have authorization to use;
- avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by MRL Payments or any of MRL Payments' providers or any other third party to protect the Payment Services;
- take any action that damages or adversely affects, or could damage or adversely affect, the performance or proper functioning of the Payment Services;
- attempt to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Payment Services; or
- violate or infringe anyone else's rights or otherwise cause harm to anyone.

15. Intellectual Property Ownership, Rights Notices

15.1 The Payment Services are protected by copyright, trademark, and other laws of the United States and foreign countries. You acknowledge and agree that the Payment Services, including all associated

intellectual property rights, are the exclusive property of MRL, MRL Payments and its licensors. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Payment Services. All trademarks, service marks, logos, trade names, and any other proprietary designations of MRL or MRL Payments used on or in connection with the Payment Services are trademarks or registered trademarks of MRL or MRL Payments in the United States and abroad. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with Payment Services are used for identification purposes only and may be the property of their respective owners.

15.2 You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Payment Services, except as expressly permitted in these Payments Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by MRL, MRL Payments, or its licensors, except for the licenses and rights expressly granted in these Payments Terms.

16. Feedback

We welcome and encourage you to provide feedback, comments, and suggestions for improvements to the Payment Services (“**Feedback**”). You may submit Feedback by emailing us pursuant to Section 25 (“**Contacting MRL Payments**”). Any Feedback you submit to us will be considered non-confidential and non-proprietary to you. By submitting Feedback to us, you grant us a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

17. Disclaimers

17.1 If you choose to use the Payment Services, you do so voluntarily and at your sole risk. To the maximum extent permitted by law, the Payment Services are provided “as is”, without warranty of any kind, either express or implied.

17.2 Notwithstanding MRL Payments’ appointment as the limited payment collection agent of Providing Members for the purposes of accepting payments from Purchasing Members through the MRL Platform, MRL Payments explicitly disclaims all liability for any act or omission of any Member or other third party. MRL Payments does not have any duties or obligations as agent for each Providing Member except to the extent expressly set forth in these Payments Terms, and any additional duties or obligations as may be implied by law are, to the maximum extent permitted by applicable law, expressly excluded.

17.3 If we choose to conduct identity verification on any Member, to the extent permitted by applicable law, we disclaim warranties of any kind, either express or implied, that such checks will identify prior misconduct by a Member or guarantee that a Member will not engage in misconduct in the future.

17.4 The foregoing disclaimers apply to the maximum extent permitted by law. You may have other statutory rights or warranties which cannot lawfully be excluded. However, the duration of any statutorily required warranties shall be limited to the maximum extent (if any) permitted by law.

18. Liability

18.1 Except as provided in Section 18.2, you acknowledge and agree that, to the maximum extent permitted by law, the entire risk arising out of your access to and use of the Payment Services remains with you. If you permit or authorize another person to use your MRL Account in any way, you are responsible for the actions taken by that person. Neither MRL Payments nor any other party involved in creating, producing, or delivering the Payment Services will be liable for any incidental, special, exemplary, or consequential damages, including lost profits, loss of data or loss of goodwill, service

interruption, computer damage or system failure or the cost of substitute products or services, or for any damages for personal or bodily injury or emotional distress arising out of or in connection with (i) these Payments Terms, (ii) from the use of or inability to use the Payment Services, or (iii) from any communications, interactions, or meetings with other Members or other persons with whom you communicate, interact, transact, or meet with as a result of your use of the Payment Services, whether based on warranty, contract, tort (including negligence), product liability, or any other legal theory, and whether or not MRL Payments has been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose. Except for our obligations to pay amounts to applicable Providing Members pursuant to these Payments Terms, in no event will MRL Payments' aggregate liability arising out of or in connection with these Payments Terms and your use of the Payment Services including, but not limited to, from your use of or inability to use the Payment Services, exceed the amounts you have paid or owe for bookings via the MRL Platform as a Guest in the twelve (12) month period prior to the event giving rise to the liability, or if you are a Professional, the amounts paid by MRL Payments to you in the twelve (12) month period prior to the event giving rise to the liability, or one hundred U.S. dollars (US\$100), if no such payments have been made, as applicable. The limitations of damages set forth above are fundamental elements of the basis of the bargain between MRL Payments and you. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you. If you reside outside of the U.S., this does not affect MRL Payments' liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter, or any other liability which cannot be excluded or limited under applicable law.

18.2 If you reside in the EEA or Australia, Section 18.1 does not apply, and MRL Payments is liable under statutory provisions for intent and gross negligence by us, our legal representatives, directors, or other vicarious agents. The same applies to the assumption of guarantees or any other strict liability, or in case of a culpable injury to life, limb, or health. MRL Payments is liable for any negligent breaches of essential contractual obligations by us, our legal representatives, directors, or other vicarious agents; such liability is limited to the typically occurring foreseeable damages. Essential contractual obligations are such duties of MRL Payments in whose proper fulfillment you regularly trust and must trust for the proper execution of the contract. Any additional liability of MRL Payments is excluded to the maximum extent allowed by applicable law.

19. Indemnification

To the maximum extent permitted by applicable law, you agree to release, defend (at MRL Payments' option), indemnify, and hold MRL Payments and its affiliates and subsidiaries, and their officers, directors, employees, and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your breach of these Payments Terms; (ii) your improper use of the Payment Services; (iii) MRL Payments' Collection and Remittance of applicable Taxes; or (iv) your breach of any laws, regulations, or third-party rights. If your country of residence is in the EEA, the indemnification obligation according to this Section 19 only applies if and to the extent that the claims, liabilities, damages, losses, and expenses have been adequately caused by your culpable breach of a contractual obligation.

20. Termination, Suspension, and other Measures

20.1 This Agreement will continue unless and until it is terminated, suspended or other measures are taken as described in this Section 20.

20.2 You may terminate this Agreement at any time by sending us an email, or by following the termination procedures specified in the MRL Terms. Terminating this Agreement will also serve as notice to cancel your MRL Account pursuant to the MRL Terms. If you cancel your MRL Account as a Professional, MRL Payments will provide a full refund to any Guests with confirmed booking(s). If you

cancel your MRL Account as a Guest, MRL Payments will initiate a refund for any confirmed booking(s), in our sole discretion, to deduct a HK\$100 or equivalent as administration cost.

20.3 Without limiting our rights specified below, MRL Payments may terminate this Agreement for convenience at any time by giving you fourteen (14) days' notice via email to your registered email address.

20.4 MRL Payments may immediately, without notice terminate this Agreement if (i) you have materially breached your obligations under this Agreement; (ii) you have provided inaccurate, fraudulent, outdated, or incomplete information; (iii) you have violated applicable laws, regulations, or third-party rights; or (iv) MRL Payments believes in good faith that such action is reasonably necessary to protect other Members, MRL, MRL Payments, or third parties (for example in the case of fraudulent behavior of a Member).

20.5 In addition, MRL Payments may limit or temporarily or permanently suspend your use of or access to the Payment Services (i) to comply with applicable law, or the order or request of a court, law enforcement, or other administrative agency or governmental body, or if (ii) you have breached these Payments Terms, the MRL Terms, applicable laws, regulations or third-party rights, (iii) you have provided inaccurate, fraudulent, outdated, or incomplete information regarding a Payment Method or Payout Method, (iv) any amounts you owe under these Payments Term are overdue or in default, or (v) MRL Payments believes in good faith that such action is reasonably necessary to protect the personal safety or property of MRL, its Members, MRL Payments, or third parties, or to prevent fraud or other illegal activity.

20.6 In case of non-material breaches and where appropriate, you will be given notice of any measure by MRL Payments and an opportunity to resolve the issue to MRL Payments' reasonable satisfaction.

20.7 If MRL Payments takes any of the measures described in this Section you may appeal such a decision by emailing us.

20.8 If you are a Professional and we take any of the measures described in this Section we may refund your Guests in full (net of administrative cost) for any and all confirmed bookings, irrespective of preexisting cancellation policies, and you will not be entitled to any compensation for pending or confirmed bookings that were cancelled.

20.9 If your access to or use of the Payment Services has been limited or this Agreement has been terminated by us, you may not register a new MRL Account or attempt to access and use the Payment Services through other a MRL Account of another Member.

20.10 Unless your country of residence is in the EEA, Sections 10 and 15 to 25 of these Payments Terms shall survive any termination or expiration of this Agreement.

21. Applicable Law and Jurisdiction

21.1 These Payments Terms will be governed by and construed in accordance with the laws of Hong Kong. Any dispute arising from or in connection with these Payments Terms shall be submitted to the court or arbitration in Hong Kong. Provided that this section shall not be construed to limit any rights which MRL Payments may have to apply to any court of competent jurisdiction for an order requiring you to perform or be prohibited from performing certain acts and other provisional relief permitted under Laws of Hong Kong or any other laws that may apply to you. The arbitration proceedings shall be conducted in English. The arbitral award rendered is final and binding upon both parties.

22. Dispute Resolution and Arbitration Agreement

22.1 This Dispute Resolution and Arbitration Agreement shall apply if you (i) are contracting with MRL Payments; or (ii) bring any claim against any MRL Payments entity in Hong Kong / the United States (to the extent not in conflict with Section 21).

22.2 *Overview of Dispute Resolution Process.* MRL Payments is committed to participating in a consumer-friendly dispute resolution process. To that end, these Payments Terms provide for a two-part process for individuals to whom Section 22.1 applies: (1) an informal negotiation directly with MRL's customer service team, and (2) a binding arbitration administered in Hong Kong or the American Arbitration Association ("AAA") using its specially designed Consumer Arbitration Rules. Specifically, the Consumer Arbitration Rules provide:

- Claims can be filed with AAA online (www.adr.org);
- Arbitrators must be neutral and no party may unilaterally select an arbitrator;
- Arbitrators must disclose any bias, interest in the result of the arbitration, or relationship with any party;
- Parties retain the right to seek relief in small claims court for certain claims, at their option;
- The initial filing fee for the consumer is capped at \$200;
- The consumer gets to elect the hearing location and can elect to participate live, by phone, video conference, or, for claims under \$25,000, by the submission of documents; and
- The arbitrator can grant any remedy that the parties could have received in court to resolve the party's individual claim.

22.3 *Pre-Arbitration Dispute Resolution and Notification.* Prior to initiating an arbitration, you and MRL Payments each agree to notify the other party of the dispute and attempt to negotiate an informal resolution to it first. We will contact you at the email address you have provided to us; you can contact MRL's customer service team by emailing us. If after a good faith effort to negotiate one of us feels the dispute has not and cannot be resolved informally, the party intending to pursue arbitration agrees to notify the other party via email prior to initiating the arbitration. In order to initiate arbitration in United States, a claim must be filed with the AAA and the written Demand for Arbitration (available at www.adr.org) provided to the other party, as specified in the AAA Rules.

22.4 *Agreement to Arbitrate.* You and MRL Payments mutually agree that any dispute, claim or controversy arising out of or relating to these Payments Terms or the applicability, breach, termination, validity, enforcement or interpretation thereof, or to the use of the Payment Services (collectively, "Disputes") will be settled by binding individual arbitration (the "Arbitration Agreement"). If there is a dispute about whether this Arbitration Agreement can be enforced or applies to our Dispute, you and MRL Payments agree that the arbitrator will decide that issue.

22.5 *Exceptions to Arbitration Agreement.* You and MRL Payments each agree that the following claims are exceptions to the Arbitration Agreement and will be brought in a judicial proceeding in a court of competent jurisdiction: (i) Any claim related to actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights; (ii) Any claim seeking emergency injunctive relief based on exigent circumstances (e.g., imminent danger or commission of a crime, hacking, cyber-attack).

22.6 *Arbitration Rules and Governing Law.* As the case may be, in United States this Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration will be administered by AAA in accordance with the Consumer Arbitration Rules and/or other AAA arbitration rules determined to be applicable by the AAA (the "AAA Rules") then in effect, except as modified here. The AAA Rules are available at www.adr.org.

22.7 *Modification to AAA Rules - Arbitration Hearing/Location.* In order to make the arbitration most convenient to you, MRL Payments agrees that any required arbitration hearing may be conducted, at

your option, (a) in the county where you reside; (b) in San Francisco County; (c) in any other location to which you and MRL Payments both agree; (d) via phone or video conference; or (e) for any claim or counterclaim under \$25,000, by solely the submission of documents to the arbitrator.

22.8 Modification of AAA Rules - Attorney's Fees and Costs. As the case may be, in United States, you and MRL Payments agree that MRL Payments will be responsible for payment of the balance of any initial filing fee under the AAA Rules in excess of US\$200 for claims of US\$75,000 or less. You may be entitled to seek an award of attorney fees and expenses if you prevail in arbitration, to the extent provided under applicable law and the AAA rules. Unless the arbitrator determines that your claim was frivolous or filed for the purpose of harassment, MRL Payments agrees it will not seek, and hereby waives all rights it may have under applicable law or the AAA rules, to recover attorneys' fees and expenses if it prevails in arbitration.

22.9 Arbitrator's Decision. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court with proper jurisdiction. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the claimant's individual claim.

22.10 Jury Trial Waiver. You and MRL Payments acknowledge and agree that we are each waiving the right to a trial by jury as to all arbitrable Disputes.

22.11 No Class Actions or Representative Proceedings. You and MRL Payments acknowledge and agree that, to the fullest extent permitted by applicable law, we are each waiving the right to participate as a plaintiff or class member in any purported class action lawsuit, class-wide arbitration, private attorney general action, or any other representative proceeding as to all Disputes. Further, unless you and MRL Payments both otherwise agree in writing, the arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of any class or representative proceeding. If the "class action lawsuit" waiver or the "class-wide arbitration" waiver in this Section 22.11 is held unenforceable with respect to any Dispute, then the entirety of the Arbitration Agreement will be deemed void with respect to such Dispute and the Dispute must proceed in court. If the "private attorney general action" waiver or the "representative proceeding" waiver in this Section 19.11 is held unenforceable with respect to any Dispute, those waivers may be severed from this Arbitration Agreement and you and MRL Payments agree that any private attorney general claims and representative claims in the Dispute will be severed and stayed, pending the resolution of any arbitrable claims in the Dispute in individual arbitration.

22.12 Severability. Except as provided in Section 22.11, in the event that any portion of this Arbitration Agreement is deemed illegal or unenforceable, such provision shall be severed and the remainder of the Arbitration Agreement shall be given full force and effect.

22.13 Changes. Notwithstanding the provisions of Section 3 ("Modification of these Payments Terms"), if MRL Payments changes this Section 22 ("Dispute Resolution and Arbitration Agreement") after the date you last accepted these Payments Terms (or accepted any subsequent changes to these Payments Terms), you may reject any such change by sending us written notice (including by email) within fourteen (14) days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of MRL Payments' email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and MRL Payments in accordance with the provisions of the "Dispute Resolution" section as of the date you last accepted these Payments Terms (or accepted any subsequent changes to these Payments Terms).

22.14 Survival. Except as provided in Section 22.12 and subject to Section 20.8, this Section 22 will survive any termination of these Payments Terms and will continue to apply even if you stop using the Payment Services or terminate your MRL Account.

23. General Provisions

23.1 Except as they may be supplemented by additional terms and conditions, policies, guidelines, or standards, these Payments Terms constitute the entire Agreement between MRL Payments and you regarding the subject matter hereof, and supersede any and all prior oral or written understandings or agreements between MRL Payments and you regarding the Payment Services.

23.2 No joint venture, partnership, employment, or agency relationship exists between you or MRL Payments as a result of this Agreement or your use of the Payment Services.

23.3 If any provision of these Payments Terms is held to be invalid or unenforceable, such provision will be struck and will not affect the validity and enforceability of the remaining provisions.

23.4 MRL Payments' failure to enforce any right or provision in these Payments Terms will not constitute a waiver of such right or provision unless acknowledged and agreed to by us in writing. Except as expressly set forth in these Payments Terms, the exercise by either party of any of its remedies under these Payments Terms will be without prejudice to its other remedies under these Payments Terms or otherwise permitted under law.

23.5 You may not assign, transfer, or delegate this Agreement and your rights and obligations hereunder without MRL Payments' prior written consent. MRL Payments may without restriction assign, transfer, or delegate this Agreement and any rights and obligations, at its sole discretion, with fourteen (14) days' prior notice. Your right to terminate this Agreement at any time remains unaffected.

23.6 This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. Notwithstanding the foregoing, the parties agree that the payment card networks are third-party beneficiaries of this Agreement for purposes of enforcing provisions related to payments, but that their consent or agreement is not necessary for any changes or modifications to this Agreement.

23.7 Unless specified otherwise, any notices or other communications permitted or required under this Agreement, will be in writing and given by MRL Payments via email, MRL Platform notification, or messaging service (including SMS and WeChat). For notices made to Members residing outside of EEA, the date of receipt will be deemed the date on which MRL transmits the notice.

24. Additional Clauses for Users that are Businesses.

The following paragraphs also apply if you are using the Payment Services as a representative ("**Representative**") acting on behalf a business, company or other legal entity (in such event, for purposes of the Payment Terms, "you" and "your" will refer and apply to that business, company or other legal entity).

24.1 You accept the Payment Terms and you will be responsible for any act or omission of employees or third-party agents using the Payment Service on your behalf.

24.2 You and your Representative individually affirm that you are authorized to provide the information described in section 6 above and your Representative has the authority to bind you to these Payment Terms. We may require you to provide additional information or documentation demonstrating your Representative's authority.

24.3 You represent and warrant to us that: (i) you are duly organized, validly existing and in good standing under the laws of the country in which your business is registered and that you are registering for receiving the Payment Services; and (ii) you have all requisite right, power, and authority to enter into this Agreement, perform your obligations, and grant the rights, licenses, and authorizations in this Agreement.

24.4 If you are using your Payment Method for the benefit of your employees or other authorized third-party in connection with MRL for Work, as permitted by your account, you authorize MRL Payments to charge your Payment Method for bookings requested by employees at your company or other permitted third-party.

24.5 For any Payout Method linked to your MRL Account, you authorize MRL Payments to store the Payout Method, remit payments using the Payout Method for bookings associated with your MRL Account and take any other action as permitted in the Payment Terms in respect of the Payout Method.

24.6 If you handle, store or otherwise process payment card information on behalf of anyone or any third-party, you agree to comply on an ongoing basis with applicable data privacy and security requirements under the current Payment Card Industry Data Security Standard with regards to the use, access, and storage of such credit card information. For additional information, including tools to help you assess your compliance, see <http://www.visa.com/cisp> and <https://www.mastercard.com/sdp>.

25. Contacting MRL Payments

You may contact MRL Payments at cs@mroperation.com

These Payments Terms are available at the website of MRL (www.mroperation.com). MRL Payments will provide a copy of these Payments Terms on request. If you have any questions about these Payments Terms, please email us.