



Acceptable Use Policy

Global

16 September 2022

ACCEPTABLE USE POLICY

This acceptable use policy sets out the terms under which you may access our Services. It applies as soon as you access and/or use our Services. Check the Customer Agreement or Payment and FX Terms for the meaning of defined words (those depicted with capital letters).

What you cannot do (Prohibited Activities)

You may use our Services only for lawful purposes. You **may not** use our Services:

- in any way that breaches or is intended to breach any applicable local, national or international law, regulation or policy or causes Airwallex to breach any applicable law, regulation or policy;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm others, including minors (as such term is defined by the local legislation) in any way;
- for anything that is abusive or incites hate, violence or seduction, or does not comply with our content standards;
- in connection with any unsolicited or unauthorised advertising or promotional material or any other form of spam;
- in connection with harmful programs like viruses or spyware or similar computer code designed to adversely affect the operation of any computer software or hardware;
- in any way that would evade any applicable taxes, levies or duties illegally or facilitate any form of tax evasion;
- in a manner that is likely to result in complaints, disputes, reversals, chargebacks or other liability (directly or indirectly) to Airwallex, other customers of Airwallex, third parties or yourself; or
- for an unapproved purpose (that is if you are approved to use our Services for certain business purposes, then you must not use our Services for personal purposes or any other unapproved business purposes).

We do not provide our Services to businesses or support transactions which involve:

- adult entertainment and related services, including pornography, escort services, prostitution services and/or any form of advertising of or for sexual services;
- gambling services where it is illegal or offering gambling services without the required permits or licenses;
- counterfeit or unauthorised goods, or products or services; such as goods or services which infringe upon intellectual property or proprietary rights of third parties;
- arms and weapons manufacturing, sales and supplies;
- the offering of regulated financial services (directly or indirectly) without a valid license and/or registration;

- the sale and/or distribution of any product or service without the requisite permit or licence in their place of operation (governmental or otherwise);
- the sale and/or distribution of any products or services which promote or encourage discrimination, including discrimination on the basis of race, gender, religion, nationality, disability, sexual orientation or age;
- Ponzi/ Pyramid Scheme/ Multi Level Marketing/ Telemarketing;
- the trade of restricted and/or endangered animal species and products derived from them;
- the sale, distribution and/or trade of archaeological and cultural relics, such as the unlicensed export and trade of Iraqi Cultural Property;
- any transactions made for no genuine commercial purpose, such as the pooling of funds between multiple parties or the cashing out of credit or stored value cards; or
- any other businesses or transactions outside of our risk appetite based on our internal policies, our banking partners' policies or the policies of participants in our payment network.

We do not provide our Services to the following categories of entities:

- individuals, entities, countries/regions or any other form of "persons" who are subject to international sanctions;
- bearer shares or entities having bearer share company in their ownership chain;
- banks that do not have a physical presence in any country (that is "shell banks"); or
- other categories outside of our risk appetite in accordance with our internal policies, our banking partners' policies or the policies of participants in our payment network.

What you cannot do without our approval (Restricted Activities)

Without our approval, you may not use our Services for the following businesses or to support transactions which involve the following:

- cryptocurrencies or virtual currencies;
- financial services, including (and not limited to):-
 - Acceptance of deposits and other repayable funds from the public, including crowdfunding;
 - Lending;
 - Buy now pay later services;
 - Financial leasing;
 - Money or value transfer services;
 - Money and currency changing;
 - Issuing and managing means of payment (e.g. credit and debit cards, cheques, traveller's cheques, money orders and bankers' drafts, electronic money);
 - Financial guarantees and commitments;
 - Carry out a business that provides trading services in:

- money market instruments (cheques, bills, certificates of deposit, derivatives etc.);
 - foreign exchange;
 - exchange, interest rate and index instruments;
 - transferable securities;
 - commodity futures trading.
 - Participation in securities issuance and the provision of financial services related to such issues;
 - Individual and/or collective portfolio management;
 - Safekeeping and administration of cash or liquid securities on behalf of other persons;
 - Otherwise investing, administering or managing funds or money on behalf of any other persons;
 - Underwriting and placement of life insurance and other investment related insurance.
- Designated Non-Financial Businesses and Professions (“DNFBPs”) and companies collecting or handling funds **on behalf of third parties**, including and not limited to:-
 - Casinos, lotteries, online gambling or any action which involves a stake of an asset with a view to winning a prize/reward, and any tool which is intended or marketed to be used in the calculation or assessment of the prospect of placing successful bets or gambles;
 - Real estates agents;
 - Dealers in luxury goods or high value items, for example, precious metals and stones dealers; sale of loose precious metals, jewels, and stones such as gold, titanium, platinum, diamonds, etc;
 - Lawyers, notaries, other independent legal professionals and accountants;
 - Trust and company service providers;
 - Other entities which conduct payouts or collecting funds on behalf of any other person or entity other than yourself (except for your affiliated entities);
- charities (including unregistered charities), non-government organisations or not-for-profit organisations;
- other activities including:-
 - Matchmaking or dating services;
 - Interactive video platforms and chatting services;
 - Marketplaces;
 - Facilitation, sale or distribution of chemicals;
 - Pharmaceuticals;
 - Oil and gas companies, as well as related activities;
 - Bidding fee auctions;
 - Political organizations;
 - Religious organizations;
 - Surveillance equipment, for example, spy cameras;
 - Alcohol, tobacco and e-cigarette products;
 - Marijuana, CBD Oil, and drug-related paraphernalia;

- Import or export of specified 'dual use goods' listed on the defence and strategic goods list;
- Regulated medical devices and services, including fetal gender diagnosis;
- Travel-Related Arrangement Services; or
- other high risk activities in accordance with our internal policies, our banking partners' policies or the policies of participants in our payment network.

You also agree:

- not to copy or use any part of our Services in contravention of the provisions of our Client Agreement; and
- not to access without authority, interfere with, damage or disrupt:
 - any part of our Services;
 - any equipment or network on which our Website is hosted or stored;
 - any software used in the provision of our Services; or
 - any equipment or network or software owned or used by any third party.

You may not deposit cash or cheque deposits into your account.

You may only use your Global Account number (as we provided to you) to receive funds for the following purposes:

- receiving payouts from an approved e-commerce and marketplace platforms;
- receiving payments from your clients and other third parties for the purpose of business payments;
- receiving your own funds from other legitimate business sources.

Content standards

These content standards apply to all content you publish, broadcast, share or circulate, by or through a website or on any online platform that utilizes our Services. Content includes information, data, communication, video, text, graphics, photos, sounds, music, audiovisual works, and chat feed comments. The content must:

- be accurate;
- be genuinely held (where they state opinions); and
- comply with applicable law in any country from which they are posted or to which they relate.

The content must not:

- contain any material which is defamatory;
- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trademark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity, such as sedition;
- post any advertisement which is prohibited by relevant laws and regulations;
- be threatening in any way, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they relate to us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

If you operate any website or online platform that utilizes our Services, you

- must have robust policies, procedures and processes regarding restricted or prohibited content and users' code of conduct to (x) monitor, detect, restrict and remove inappropriate, offensive or illegal content that might have a negative impact over our goodwill, reputation or reputation and (y) block, blacklist and remove users of your website or online platform that provide inappropriate, offensive or illegal Content;
- you shall remove content or block users of your online platform promptly if we request you to do so;
- you shall notify us promptly if you receive any notifications from or are a subject of any any disciplinary process by any regulatory authorities or if you become aware that any content on your website or online platform or any services you provide are likely to infringe on any third-party rights, violate any applicable laws or could have a negative impact on your reputation.

Transaction limits

Unless you have received specific approval for a higher limit, you can only make a transaction involving a foreign currency conversion where your open positions or unsettled transactions do not exceed USD100,000 (or its equivalent) at the time of requesting the transaction with us. If you structure multiple transactions to exceed this amount, we may block those transactions.

We may review our internal credit risk policies from time to time and adjust our transaction limits in line with those policies. If we lower the transaction limit, we will give you reasonable notice of such a change.

Fair use

You should use our Services in a fair and reasonable manner. This means that you should not make excessive payouts or Employee Cards using our Services.

If you intend to make more than 500 payouts per month or more than 200 international payouts per month, please discuss with your account team about setting up a specific customised plan.

If you wish to have more than two (2) physical Employee Cards per Employee Cardholder, then please discuss with your account team about setting up a customised plan.

If you are an enterprise customer with customised pricing, then these limits will not apply to your use of our Services via API.

Suspension and termination

We alone will determine whether there has been a breach of this acceptable use policy through your use of our Services.

We take breach of this policy seriously and upon your breach, may take the following actions:

- decide and implement the immediate, temporary or permanent withdrawal of your right to use our Services;
- suspend or cancel your payment orders and take such other actions as we consider necessary;
- remove any posting or material uploaded by you;
- return funds to the sender (including to cooperate with a fund recall request from one of our banking partners);
- issue a written warning;
- take legal action against you for damages and/or for reimbursement of all costs incurred from your breach on an “all expenses” basis; and/or
- report and disclose relevant information to applicable law enforcement authorities.

Other policies

This policy does not limit any of our rights in any of our agreements with you nor does it limit the implementation of our risk appetite in accordance with our internal policies, our banking partners’ policies or the policies of participants in our payment network.

Changes to the acceptable use policy

We may revise this acceptable use policy from time to time to reflect a change of regulatory requirements or a change of our risk appetite by updating this page. Such changes may affect the services we are currently providing you. You are encouraged to review this policy periodically and regularly to avoid any interruption of your services. This policy, as amended, is legally binding on you.