



Third Party App Terms

THIRD PARTY APP TERMS

1. **Background.** Airwallex Pty Ltd (ABN 609 653 312, AFSL 487221), Airwallex SVF Pty Ltd (ABN 72 672 923 438, CAR No. 001313604), Airwallex Capital Pty Ltd (ABN 12 661 618 819, AFSL 549026) and its related entities ("**Airwallex**", "**us**", "**our**" or "**we**") may provide Customers ("**Customer**", "**you**") with data associated with their Airwallex accounts from within the Airwallex ecosystem ("**Airwallex Account Data**") for their own personal use. From time to time, Airwallex will also provide Customers with the opportunity to permit ("**Permissions**"):
 - a. Airwallex to push and share, as applicable, Airwallex Account Data with applications created by third parties (each, a "**3P**") either externally through the use of a non-integrated application or internally through the use of an Application Programming Interface integration (each, a "**Third Party App**"), in accordance with your instructions;
 - b. 3Ps to share data from within the third party ecosystem associated with their Third Party App accounts ("**3P Account Data**") externally with Airwallex in accordance with your instructions; and
 - c. Airwallex to accept or treat instructions given via the Third Party App or by the Third Party App in respect of your accounts with Airwallex ("**Airwallex Account**") as instructions given on your behalf (such instructions may include creating new accounts, payment orders, adding trusted beneficiaries, among other activities).

For clarity, such Permissions are (i) approved by you in the connection flow between the Airwallex Account and the Third Party App; and (ii) further supplemented by these Third Party App Terms. Airwallex Account Data and 3P Account Data are collectively "**Account Data**".

2. **Agreement to these Terms.** By granting any Permissions in connection with your Airwallex Account and/or Account Data, you agree to be bound by these terms and conditions ("**Third Party App Terms**").
3. **Payment Services Provided by Us.** For clarity, unless we or 3P inform you otherwise, 3P does not conduct licensable payments or other financial services activities. Payment services conducted through an Airwallex Account are provided by Airwallex.
4. **Treasury Management Terms.** These Third Party App Terms constitute Additional Terms that apply to your use of Third Party Apps, and are incorporated to form a part of the Treasury Management Terms that are applicable to you as if set out in such Treasury Management Terms in full. Capitalised terms which are not defined here have the meanings given to them in the applicable Treasury Management Terms. To the extent of any inconsistency with the applicable Treasury Management Terms, these Third Party App Terms will prevail to the extent of the inconsistency.

Transfer of Account Data

5. **Acknowledgements and Agreement.** You acknowledge and agree that:
- a. Airwallex will push and share, as applicable, Airwallex Account Data with 3P in reliance on the Permissions you have granted to that 3P and/or to us and any consents you have provided to that 3P and/or us under our respective privacy policies;
 - b. Airwallex will receive 3P Account Data from 3P in reliance on the Permissions you have granted to that 3P and/or to us and any consents you have provided to that 3P and/or us under our respective privacy policies. Airwallex can treat such 3P Account Data as correct and has no obligation to check the accuracy of the 3P Account Data received from 3P;
 - c. if the Account Data comprises of any personal information or confidential information about any third party, you have obtained the consent of such third party to (i) the disclosure or the disclosure is otherwise in compliance with applicable Data Protection Legislation and (ii) the use stated in the Terms (defined below); and
 - d. such transfer will be subject to the terms of use, privacy policy and any other terms and conditions that the 3P stipulates will apply to the transfer (together, the “**3P Terms**”) and/or that Airwallex stipulates will apply to the transfer (together, the “**Airwallex Terms**”), as applicable, and you will be required to enter into those Airwallex Terms and/or 3P Terms with Airwallex and/or the 3P directly (as Airwallex and/or the 3P may stipulate). Airwallex Terms and 3P Terms are collectively “**Terms**”.
6. **Applicable Terms.** Applicable Terms You understand that your rights to Account Data and Airwallex’s and the 3P’s control over Account Data will be impacted by the operation of the Terms as applicable. *For example, the Terms may stipulate that any data transferred to Airwallex or the 3P (as applicable) may be used for a wide variety of purposes such as advertising, data analytics, initiation of fund withdrawals, and generation and issuance of invoices and payment links (and/or the Terms may allow such uses of data, or Airwallex or a 3P may assert that the Terms stipulate or allow such uses). Airwallex and the 3P may also have different retention policies, which will determine how long they will each keep Account Data for.*
7. **Granting Permissions.** You should always review the applicable Terms before granting your Permissions.
8. **Instructions to Airwallex through Third Party Apps.** Any instructions to Airwallex, by or through a Third Party App will be considered as being your fully authorised instructions of your Airwallex Account. Except as required under Applicable Law, Airwallex is not required to authenticate or verify any such instructions. It is solely your responsibility to ensure that any instructions sent through Third Party Apps is limited to your authorised users.
9. **Permissions & Authorised Users.** You acknowledge and agree that:
- a. any Permissions granted by you have been given by a person that is authorised to provide such permissions;
 - b. Airwallex and 3Ps may act in accordance with the Permissions you have

granted to that 3P and/or to us, regardless of whether the person that granted such Permissions was authorised by you; and

- c. by granting Permissions, or otherwise enabling the 3P to act on your behalf or provide instructions to Airwallex, you will be taken to have appointed the 3P as an Authorised User to provide such instructions.

Transfer of personal information

10. **Transfer of Account Data.** Transfer of Account Data may include personal information. For example, personal information may be included in the narratives of transaction data. You acknowledge that:
 - a. you have obtained all necessary consents, authorizations, and permissions, and have complied with all applicable pre-transfer requirements under relevant data privacy laws to permit Airwallex and/or 3P to do the data transfer;
 - b. you are directing Airwallex and 3P to transfer such Account Data to the other;
 - c. with respect to the Account Data, 3P is not performing any services for Airwallex and Airwallex is not performing any services for 3P; and
 - d. Airwallex may have no control over how the 3P uses the Account Data which also means we are not responsible for how the 3P may use your Account Data.
11. **3P Privacy Policy.** You should make sure you review the 3P's Terms including their privacy policy and enquire directly with the 3P to understand how they will use the Account Data and any personal information in the Account Data.

Removing Permissions relating to Airwallex Account Data or Airwallex Account

12. **Suspension & Termination.** Airwallex has the sole discretion to, at any time:
 - a. suspend or terminate the push and sharing of Airwallex Account Data with a 3P; or
 - b. suspend or terminate your Permissions (in whole or in part) in connection with the Account Data or your Airwallex Account.
13. **Notice of Suspension & Termination.** Generally, we will endeavour to provide you with reasonable notice prior to taking any of these actions, although that may not be possible in certain cases such where we suspect illicit conduct or information security risks, or when we need to take these actions for reasons outside our reasonable control.
14. **Changing Permissions.** You can also remove any Permissions you have granted to us at any time by:
 - a. changing the settings of your Airwallex Account; or
 - b. contacting us at support@airwallex.com. You should give us at least 10 days advance notice if you contact us by email so we have time to process your

request.

In each case, your request is also subject to any third party cooperation that may be required in the circumstances.

15. **Removing Permissions.** Removing a Permission granted to us does not necessarily mean that the 3P will delete Account Data that has already been transferred to their systems or change the way such 3P operates your accounts with the Third Party App ("**Third Party Account**"). Please contact the 3P directly if you have any questions on how they will use Account Data or operate your Third Party Account.
16. **Intellectual Property Rights.** Airwallex and its licensors own all Intellectual Property Rights in, and to, Airwallex Account Data and Airwallex Accounts. These Third Party App Terms do not transfer from Airwallex and/or its licensors to you, a 3P or any third party, any ownership rights we have in, and to, Airwallex Account Data or Airwallex Accounts.
17. **Account Data.** Airwallex does not warrant or guarantee that Account Data will be accurate or complete or that any transfer to 3Ps or Airwallex of Account Data or any communication between Airwallex and the Third Party App in connection with your Permissions will be ongoing, uninterrupted or error-free. Airwallex makes no representations and disclaims all warranties, express or implied, regarding Third Party Apps (including their use of Account Data). Any use of Third Party Apps is done entirely at your own risk.
18. **Suitability.** Airwallex does not warrant or guarantee that the Third Party Account is suitable for you or your intended use of the Third Party Account. You acknowledge that the 3P may not be a service provider of Airwallex in relation to the Airwallex Account, that Airwallex may not be a service provider of the 3P in relation to the Third Party Account, and it may be the case that no relationship exists between Airwallex and the 3P with respect to your Airwallex Account and/or Third Party Account. You acknowledge and agree that we are not responsible for any services provided by 3P to you.

Liability

19. **Direct Losses.** Subject to Applicable Law, Airwallex will not be liable for any loss or damage suffered or incurred by you arising out of or in connection with Third Party Apps or these Third Party App Terms, including any loss or damage arising out of or in connection with Airwallex's or the 3P's use of Account Data (including loss of Account Data), any access to or use of an Account or Account Data by an unauthorised user, failures in information security controls, failure to hold required authorisations or licences, any fault, error, interruption, delay, omission or failure or any inaccuracy, omission or incompleteness of content comprised in Account Data, except to the extent that such loss or damage is caused by the gross negligence, wrongful act or omission of Airwallex, its employees or agents. In relation to obligations that we cannot exclude by law, to the extent permitted by law, maximum aggregate Liability in any one (1) calendar year of Airwallex shall not exceed the aggregate Service Fees paid by the Customer in respect of that year.
20. **Indirect Losses.** We will not be liable to you for any loss of profit or business revenue, reputation, goodwill, business or business contracts, use, anticipated

savings, loss or corruption or destruction of data, loss arising from the transmission of viruses or any costs, damages or claims (whether direct or indirect), or any indirect or consequential loss or damage suffered by you (including any liability incurred to a third party) in connection with these Third Party App Terms or the use of Third Party Apps, , as a result of any fraudulent use, misuse or misappropriation of your Airwallex Account and/or Third Party Account, or as a result of any act committed by another person in connection with your use of Airwallex's or a 3P's websites or services, except to the extent that such liability is caused by the gross negligence, wrongful act or omission of Airwallex, its employees or agents).

21. **Limitation of liability.** The limitations in liability set out in this clause apply in addition to the provisions set out in the Treasury Management Terms and regardless of whether an action arises in contract, tort (including negligence), strict liability or otherwise and will survive the expiry or termination of these Third Party App Terms.
22. **Indemnity.** You will indemnify Airwallex against any actions, claims, demands or proceedings that may be brought against Airwallex, including but not limited to any actions, claims, demands or proceedings under data protection laws, and any losses, costs, damages, expenses (including but not limited to any legal fees) or liabilities incurred or sustained by Airwallex arising out of or in connection with Airwallex's obligations under these Third Party App Terms, your Permissions and/or your failure to perform any of your obligations under these Third Party App Terms, except to the extent that such liability is caused by the gross negligence, wrongful act or omission of Airwallex, its employees or agents).
23. **Changes to these terms.** We may materially change the Terms by giving you thirty (30) days' prior written notice. We will consider that you have accepted the proposed material changes if you do not terminate the Terms by giving us written notice during the notice period. We reserve the right to make non-material changes to these Third Party App Terms from time-to-time by posting an updated version on our website.
24. **Contact us.** If you have any questions on these Third Party App Terms, including the content of Account Data that may be transferred or any other queries, please contact us at support@airwallex.com.