# DIRECT DEBIT AUTHORISATION AGREEMENT NEW ZEALAND

## 1. THESE TERMS

- 1.1. This is Your Direct Debit Authorisation Agreement ('**DDAA**') with Airwallex (New Zealand) Limited ('**Airwallex'**, '**Us**', '**Our**' or '**We**'). It explains what Your obligations are when undertaking a Direct Debit arrangement with Us. It also details what Our obligations are to You.
- 1.2. Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (**DDR**).

## 2. DEFINITIONS

**Account** means the account held at Your Financial Institution from which We are authorised to arrange for funds to be debited as designated by You in the DDR.

**Agreement** means this Direct Debit Authorisation Agreement between You and Us.

**Banking Day** means a day other than a Saturday or a Sunday or a public holiday listed throughout New Zealand.

**Debit Day** means the day that payment by You to Us is due.

**Debit Payment** means a particular transaction where a debit is made.

Direct Debit Request or DDR means the Direct Debit Request between Us and You.

**You** or **Your** means the customer who has authorised the Direct Debit Request.

**Your Financial Institution** means the financial institution nominated by You on the DDR at which the Account is maintained.

**Webapp** means the online user interface that You may use to access the Airwallex Platform.

# 3. DEBITING YOUR ACCOUNT

3.1. By completing a Direct Debit Request, You have authorised Us to arrange for funds to be debited from Your Account. You should refer to the Direct Debit Request and this Agreement for the terms of the arrangement between Us and You.

3.2. We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request.

## 4. AMENDMENTS BY US

4.1. We may vary any details of this Agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days' written notice.

## 5. AMENDMENTS BY YOU

- 5.1. You may terminate this agreement by providing Us with at least fourteen (14) days notification by:
- (a) writing to Us at: c/o Corporate Services New Zealand Limited, Level 5, 79 Queen Street, Auckland Central, Auckland, 1010, New Zealand (Attention: Airwallex Support);
- (b) emailing Us at: support@airwallex.com;
- (c) telephoning Us at: +64 6 880 6460 during business hours;
- (d) arranging it through Your Financial Institution, which is required to act promptly on Your instructions.
- 5.2. Your Financial Institution may change Your Debit Payment, on your behalf, only to the extent of advising Us of Your new Account details.

# 6. Your Obligations

- 6.1. It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 6.2. If there are insufficient clear funds in Your Account to meet a Debit Payment:
- (a) You may be charged a fee and/or interest by Your Financial Institution;
- (b) You may also incur fees or charges imposed or incurred by Us; and
- (c) You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that We can process the Debit Payment.
- 6.3. You should check Your Account statement to verify that the amounts debited from Your Account are correct.

6.4. You must ensure You are authorised by all persons who are account holders of the Account, and represent and warrant to Us that You are so authorised and will remain authorised. You agree that We may ask You to prove your authority before We process any payment connected with a Direct Debit Request. We may also pay one or more small amounts to Your Account and ask You to verify those amounts to help Us ensure You are authorised.

## 7. DISPUTES

- 7.1. If You believe that there has been an error in debiting Your Account, You should notify Us via phone and confirm that notice in writing with Us as soon as possible so that We can resolve Your query. Alternatively You can take it up directly with Your Financial Institution.
- 7.2. If We conclude as a result of Our investigations that Your Account has been incorrectly debited by Us, We will respond to Your query by arranging for Your Financial Institution to adjust Your Account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your Account has been adjusted.
- 7.3. If We conclude as a result of Our investigations that Your Account has not been incorrectly debited by Us, We will respond to Your query by providing You with reasons and any evidence for this finding in writing.

## 8. ACCOUNTS

## 8.1. You should check:

- (a) with Your Financial Institution whether direct debiting is available from Your Account as direct debiting is not available on all accounts offered by financial institutions;
- (b) Your Account details which You have provided to Us are correct by checking them against a recent Account statement; and
- (c) with Your Financial Institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

## 9. CONFIDENTIALITY

9.1. We will keep any information (including Your Account details) in Your Direct Debit Request confidential in accordance with Our Privacy Policy (available at <a href="https://www.airwallex.com/terms/privacy-policy">www.airwallex.com/terms/privacy-policy</a>). We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of Our

employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

- 9.2. We may disclose information that we have about You:
- (a) to the extent permitted or required by law;
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim); and
- (c) as otherwise set out in our Privacy Policy.

## 10. NOTICE

- 10.1. If You wish to notify Us in writing about anything relating to this agreement, You should contact Us by:
- (a) writing to Us at: c/o Corporate Services New Zealand Limited, Level 5, 79 Queen Street, Auckland Central, Auckland, 1010, New Zealand (Attention: Airwallex Support);
- (b) emailing Us at: support@airwallex.com;
- (c) telephoning Us on: +64 6 880 6460 during business hours.
- 10.2. We will notify You by sending a notice in the ordinary post to the postal address (if any) or to the email address You have given Us in the Direct Debit Request.
- 10.3. Any notice sent by post by Us will be deemed to have been received on the third Banking Day after posting. Any notice sent by email by Us will be deemed to have been received on the day that the email is sent.
- 10.4. You agree to enter into this agreement and provide the Direct Debit Request by way of electronic communication and You consent to signing or otherwise indicating your agreement by way of electronic communication.