



# **Third Party App Terms**

**New Zealand**

July 2022

## THIRD PARTY APP TERMS NEW ZEALAND

Airwallex (New Zealand) Limited (NZBN 9429048910057) and its related entities ("**Airwallex**", "**us**", "**our**" or "**we**") may provide Customers 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:

- Airwallex to share Airwallex Account Data externally with applications (each, a "**Third Party App**") created by third parties (each, a "**3P**");
- 3Ps to share data from within the third party ecosystem associated with their Third Party App accounts ("**3P Account Data**") externally with Airwallex; and
- Airwallex and/or a 3P to create new accounts or cards linked to an account, charge an account or initiate transactions on their behalf through those accounts,

among other activities ("**Permissions**"). Airwallex Account Data and 3P Account Data are collectively "**Account Data**".

By connecting your Airwallex user account to a Third Party App or otherwise granting any Permissions, you agree to be bound by these terms and conditions ("**Third Party App 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 Payout and FX Terms that are applicable to you as if set out in such Payout and FX Terms in full. Capitalised terms which are not defined here have the meanings given to them in the applicable Payout and FX Terms. To the extent of any inconsistency with the applicable Payout and FX Terms, these Third Party App Terms will prevail to the extent of the inconsistency.

### 1. TRANSFER OF ACCOUNT DATA

You acknowledge and agree that:

- Airwallex and a 3P will transfer Account Data to each other in reliance on the Permissions you have granted to that 3P or to us and any consents you have provided to that 3P or us under our respective privacy policies;
- 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 the disclosure or the disclosure is otherwise in compliance with applicable Data Protection Legislation; and
- 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**".

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.*

You should always review the applicable Terms before granting Airwallex access to 3P Account Data or a 3P access to Airwallex Account Data.

## **2. ACCESS TO AND CONTROL OF AIRWALLEX ACCOUNT THROUGH THIRD PARTY APPS**

Your accounts with certain Third Party Apps (each, a "**Third Party Account**") may be linked to your accounts with Airwallex (each, an "**Airwallex Account**") after you provide consent for this to occur. You acknowledge and agree that any requests by you to link Third Party Accounts and Airwallex Accounts must be submitted by a person that is authorised to make such requests.

Once you link a Third Party Account with an Airwallex Account, you can gain access to and control over that Airwallex Account (or the relevant part(s) thereof), to the extent the linkage between that Airwallex Account and that Third Party Account allows, by logging into that Third Party Account.

Any instructions to Airwallex or any operation of that Airwallex Account from, by or through that Third Party Account will be considered as being your fully authorised instructions or operation of that Airwallex Account. Airwallex is not required to authenticate or verify any such instructions or operations. It is solely your responsibility to ensure access to and control of any Airwallex Account through Third Party Apps is limited to your Authorised Users.

## **3. PERMISSIONS**

Upon a request by you to link an Airwallex Account with a Third Party Account (each being an "**Account**"), Airwallex and/or applicable 3Ps may request certain Permissions in connection with the Accounts.

You acknowledge and agree that:

- any Permissions granted by you will be approved by a person that is authorised to approve such Permissions; and
- Airwallex and 3Ps may undertake activities with respect to the Accounts and Account Data in reliance on the Permissions you have granted to that 3P or to us, regardless of whether the person that granted such Permissions was authorised by you.

## **4. TRANSFER OF PERSONAL INFORMATION**

Transfer of Account Data may include personal information. For example, personal information may be included in the narratives of transaction data. You acknowledge that you are directing Airwallex and 3P to transfer such Account Data to the other. You also acknowledge that, with respect to the Account Data, 3P is not performing any services for Airwallex and Airwallex is not performing any services for 3P. You acknowledge that 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. 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.

## **5. REMOVING 3P ACCESS TO AIRWALLEX ACCOUNT DATA OR AIRWALLEX ACCOUNT**

Airwallex has the sole discretion to, at any time:

- suspend or terminate a 3P's access to Airwallex Account Data or an Airwallex Account; or
- cease providing Customers the opportunity to grant 3Ps access to Account Data or an Airwallex Account.

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.

You can also remove a 3P's access to Airwallex Account Data or Airwallex Account at any time by changing the settings of your Airwallex Account or contacting us at [support@airwallex.com](mailto: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. Your request is also subject to any third party cooperation that may be required in the circumstances.

Removing a 3P's access 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 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.

## **6. 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.

## **7. DISCLAIMER**

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 the linkage between an Airwallex Account and a Third Party Account 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.

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 Accounts.

## **8. LIABILITY**

**Direct Losses.** 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, 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 (whether within or beyond our control) or any inaccuracy, omission or incompleteness of content comprised in Account Data or any omission of ours. In relation to obligations that we cannot exclude by law, to the extent permitted by law, our total liability to you in respect of any loss or damage is limited to AUD\$100.

**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 use of Third Party Apps, including as a result of any negligence of ours or 3Ps and whether or not we or the 3Ps were advised in advance of the possibility of such loss or damage, as a result of any fraudulent use, misuse or misappropriation of any 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.

**Limitation of liability.** The limitations in liability set out in this clause 8 apply in addition to the provisions set out in the Payout and FX 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.

## **9. CHANGES TO THESE TERMS**

We reserve the right to make changes to these Third Party App Terms from time to time by posting an updated version on our website. We will consider that you have accepted the proposed changes if you continue to use the Services described in these Third Party App Terms.

## **10. 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](mailto:support@airwallex.com).