

SCALE USER TERMS

1. INTRODUCTION

- 1.1 These terms ("**Scale User Terms**") are between you ('Customer' / 'you') and Airwallex ("**us**" / "**we**" / "**Airwallex**" together the "**Parties**").
- 1.2 The Scale User Terms govern our performance of the Scale Activities (as defined in clause 11) and your related use of the Airwallex Services.
- 1.3 These Scale User Terms are supplemental to, form part of and must be read together with the Payout and FX Terms (together the "**Customer Agreement**").
- 1.4 The Platform Provider has entered into a separate agreement with us for the performance of Scale Activities.
- 1.5 You have entered into a separate agreement with the Platform Provider for certain services (the "**Platform Agreement** ").
- 1.6 Capitalised terms shall have the same meaning as defined in the Payout and FX Terms, or as otherwise defined in clause 11 below.
- 1.7 To the extent there is a conflict between the Payout and FX Terms and these Scale User Terms, the Scale User Terms will prevail.

2. TERM

These Scale User Terms shall be in full force from the Commencement Date until they are cancelled or otherwise terminated in accordance with clause 10 (the "**Scale Term**").

3. SCALE ACTIVITIES

- 3.1 The Scale Activities consist of us providing you with Airwallex Services which will:
 - (a) allow the Platform Provider to pass us information about you which is required to support your application for Airwallex Services;
 - (b) enable us to credit funds that we receive from the Platform Provider into your Global Account;
 - (c) allow us to accept instructions from the Platform Provider to deduct Platform Provider Fees from your wallet; and
 - (d) allow us to share account information, including transaction data of your Global Account, with the Platform Provider.
- 3.2 We shall perform our Scale Activities for the Scale Term. In carrying out the Scale Activities, we shall credit funds that we receive from the Platform Provider to your Wallet in the form of electronic money, in accordance with the terms of these Scale User Terms Agreement and the Payout and FX Terms.

3.3 Scale Activities, insofar as they are services provided to you, form part of the Airallex Services set out in the Customer Agreement.

3.4 By using the Airwallex Services, you confirm that you accept and agree to these Scale User Terms together with the Customer Agreement (and the additional documents referred to in the Customer Agreement).

4. CUSTOMER UNDERTAKINGS

4.1 You undertake to promptly provide us with any and all information that we may reasonably require from you from time to time so that we can perform Scale Activities and comply with our obligations under Applicable Law as they relate to the Scale Activities (including, without limitation, customer due diligence information). For the avoidance of doubt, you agree and acknowledge that we may cease to provide Scale Activities immediately if you fail to provide us with the information that we request from you under this Clause.

4.2 You undertake to immediately inform us of any material breach by you of or inability to comply with Applicable Law, these Scale User Terms or the Customer Agreement.

5. PLATFORM PROVIDER FEES

5.1 **Authorisation to deduct Platform Provider Fees etc.** You confirm and direct that where we receive a request or instruction from the Platform Provider to deduct any amounts (including Platform Provider Fees) from (i) funds received by us on your behalf prior to settlement into your account or (ii) the settled funds in your Wallet, then we shall comply with that request or instruction pursuant to information provided by the Platform Provider, without the need for us to verify that such amounts are accurate or are in fact owed by you to the Platform Provider, and shall transfer the relevant amount to the Platform Provider.

5.2 The amount of Platform Provider Fees applicable to the Platform Services you receive from the Platform Provider will be governed by the terms of the Platform Agreement . We are not responsible for and have no control over any Platform Provider Fees or other amounts that the Platform Provider may require you to pay.

5.3 In the event that you wish to withdraw your authorisation for the deduction of Platform Provider Fees, you must inform us in writing and at least one working day before the next deduction is due to be deducted from your Wallet. You will need to tell the Platform Provider that you've withdrawn the authorisation, and in any event you hereby consent to us informing them that you have done so.

5.4 Upon receipt by us of a notice pursuant to clause 5.3 above, any authorisation provided by you for deductions pursuant to clause 5.1 shall be deemed to have been revoked and we will cease to accept instructions for such deductions from the Platform Provider.

6. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties in the Payout and FX Terms, you represent and warrant that you:

- (a) have the right, power and authority, including under Applicable Law, to enter into these Scale User Terms and to perform all of your obligations under it; and
- (b) will provide us with accurate, up-to-date and complete information at all times where requested to do so.

7. SHARING OF DATA

- 7.1 You acknowledge and agree that we and the Platform Provider may share your Customer Data between us, including personal information and transactional data. When we receive any of your Customer Data from the Platform Provider we will use it in accordance with these Scale User Terms, the Customer Agreement and our Privacy Policy.
- 7.2 For the purposes of these Scale User Terms, the 'Agreed Purposes' for us to collect, hold, use or disclose such personal information under these Scale User Terms are to:
- (a) provide Scale Activities to you and manage our relationship with you;
 - (b) enable us to comply with all Applicable Law, including conducting anti-money laundering, financial crime and other screening checks; and
 - (c) enable us to comply with the Customer Agreements and our Privacy Policy.

8. DISPUTES WITH PLATFORM PROVIDER AND RELATED LIABILITY

- 8.1 You acknowledge that we have no control over or responsibility for the actions or failures of the Platform Provider. This means, for example, that we are not liable if the Platform Provider fails to transfer funds to you in accordance with the Platform Agreement .
- 8.2 In the event of any complaint or dispute between you and the Platform Provider, you must settle the dispute directly with the Platform Provider in accordance with your Platform Agreement. Such disputes cannot be dealt with under these Scale User Terms.
- 8.3 You are solely responsible for, and we have no responsibility or liability for:
- (a) any obligations that you owe to the Platform Provider under your agreement(s) with them; or
 - (b) your compliance with Applicable Law.

9. INDEMNITY

In addition to the indemnities set out in clause 18 of the Payout and FX Terms, you will indemnify us and keep us indemnified on demand against all losses, damages, costs (including legal fees) and expenses incurred or suffered by us in connection with or as a result of:

- (a) us acting on any of your instructions which we reasonably believe to have been given by you or by the Platform Provider acting with your authority;
- (b) your breach of your obligations to the Platform Provider, under the Platform Agreement or any other agreement you may have entered into with them;
- (c) your breach of Applicable Law;
- (d) your breach of these Scale User Terms;
- (e) your use or misuse of our Scale Activities;
- (f) any refunds, fines, reversals of a transaction, or deduction of fees; or
- (g) any disputes between you and the Platform Provider.

10. TERMINATION AND SUSPENSION

- 10.1 **Termination by either Party:** Either Party may terminate the Scale User Terms as a Service in accordance with the Payout and FX Terms.

- 10.2 **Termination of Platform Provider Scale Agreement:** We reserve the right to without notice immediately suspend or terminate these Scale User Terms immediately in the event the Platform Provider Scale Agreement is terminated.
- 10.3 **Termination of the Platform Agreement:** We acknowledge that a Platform Agreement may be terminated by you or the Platform Provider pursuant to its terms. In the event you issue or receive a notice to terminate the Platform Agreement you must immediately notify us in writing of the effective date of that termination. You agree that we have no liability or responsibility for deductions made pursuant to clause 5.1 of these Scale User Terms that may occur after the termination of the Platform Agreement, but before you've informed us of that termination.
- 10.4 In event of termination of the Scale User Terms, you acknowledge and agree that we may continue to comply with instructions from the Platform Provider under clause 5.1, up to the date termination takes effect.
- 10.5 You agree and consent to us informing the Platform Provider in the event that we issue or receive a notice of termination under clause 10.1 or 10.2.
- 10.6 The termination of these Scale User Terms will not terminate or impact the Customer Agreement or any other Airwallex Services provided by us to you. However, the termination of the Payout and FX Terms will automatically terminate these Scale User Terms.
- 10.7 Upon termination of the Scale User Terms under clause 10.1, 10.2 or 10.3 we confirm that:
- (a) we will cease to provide access to or share your Customer Data with the Platform Provider; and
 - (b) any authorisation provided by you for deductions pursuant to clause 5.1 shall be deemed to have been revoked and we will cease to accept instructions for such deductions from the Platform Provider.

11. DEFINITIONS

- 11.1 **Airwallex Services** mean the services we provide to you in accordance with the Customer Agreement.
- 11.2 **Commencement Date** means the date that we notify you we will commence providing the Scale Activities.
- 11.3 **Payout and FX Terms** means the agreement of that name, entered into between you and us for services including collection, FX conversion and payment services.
- 11.4 **Platform** means an online Platform or other e-commerce platform operated by the Provider through which you are able to sell your goods, services, content or other products.
- 11.5 **Platform Agreement** means the separate agreement(s) you have entered into with the Platform Provider for the provision of the Platform Services.
- 11.6 **Platform Provider** means the person that operates the Platform.
- 11.7 **Platform Provider Fees** means the fees that are payable by you to the Provider under the Platform Agreement .
- 11.8 **Platform Provider Scale Agreement** means our agreement with the Provider pursuant to which we have agreed to perform the Scale Activities in relation to you and the Provider.

- 11.9 **Platform Services** means the products and services provided to you by the Provider under the Platform Agreement .
- 11.10 **Scale Activities** means services provided by us to allow you to connect with a Platform in accordance with these Scale User Terms.