AIRWALLEX SAAS SERVICES TERMS

THESE TERMS

These SaaS Services Terms (these "**Terms**") supplement and form an integral part of the Treasury Management Terms, Master Services Agreement, or other principal agreement entered into between you and the Airwallex entity providing you with services (the "**Customer Agreement**") and govern your access to and use of the SaaS Services.

In interpreting these Terms:

(a) capitalised words within these Terms shall have the same meaning as provided for within the Customer Agreement; and

(b) in the event of any conflict between the provisions of these Terms and the Customer Agreement, these Terms shall prevail regarding the SaaS Services, but only to the extent necessary to resolve such conflict.

1. THE SERVICES

1.1 **SaaS Services.** We may provide you with access to Airwallex's software-as-a-service products, including Billing Services, Subscription Management, Tax Services, and any other software features we make available from time to time (collectively, the "**SaaS Services**").

1.2 **Eligibility.** By accessing or using the SaaS Services, you agree to be bound by these Terms. You represent and warrant that you are a business customer and that you use the SaaS Services solely for business purposes and not for personal, family, or household use.

1.3 **Governing Law.** The governing law and jurisdiction of the Customer Agreement shall apply to these Terms.

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2. USE

2.1 **Access**. We grant you a limited, non-exclusive, non-transferable, revocable right to access and use the SaaS Services via the Airwallex Platform for your internal business purposes during the term of your use.

2.2 **No Advice**. You acknowledge that the SaaS Services provide data, calculations, and workflow automation only. Airwallex is not providing legal, financial, accounting, or tax advice. You are solely responsible for your compliance with Applicable Law based on the outputs of the SaaS Services.

2.3 **Restrictions**. You must not (and must not permit any third party to): (a) use the SaaS Services for any purpose other than as expressly permitted in these Terms and the Product Documentation, or otherwise inconsistent with their intended use, (b) copy, modify, adapt, translate, or create derivative works of the SaaS Services or Product Documentation; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the SaaS Services (except to the extent such restriction is prohibited by Applicable Law); (d) access or use the SaaS Services to build a competing product or service; (e) interfere with or disrupt the integrity or performance of the SaaS Services; (f) use the SaaS Services to transmit malware or infringing, unlawful, or harmful content; or (g) exceed any usage limits, quotas, or rate limits described in the Product Documentation.

2.4 **Third-Parties.** The SaaS Services may interoperate with or enable access to third-party products, services, or data sources. Your use of any such third-party services is subject to the third party's terms, and Airwallex is not responsible for, and disclaims all liability in relation to, such services, as further described in the Customer Agreement. You may grant certain third parties the right to view information generated by your use of the SaaS Services (each, an "**Authorised Third Party**"). You acknowledge and agree that we are not responsible for any Authorised Third Party's access to or use of your information from the Services.

2.5 **Pre-Release Features.** We may provide access to features identified as beta, preview or otherwise pre-release ('**Pre-Release Features**'). Pre-Release Features are provided "as is," and without warranty of any kind. They may not be supported, may change or be withdrawn at any time, and are excluded from any service levels.

2.6 **Feedback**. If you provide any suggestions, enhancement requests, or other feedback regarding the SaaS Services, you grant Airwallex a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate such feedback into our products and services without restriction.

2.7 **Compliance.** Services are only available to you in jurisdictions in which they may legally be sold, purchased, and used. We are not offering to provide any services in any jurisdiction in which such service would be unlawful, or to anyone to whom such sale would be unlawful. Components of the Airwallex Platform and the transmission and distribution of any applicable data, software, or other technologies underlying the Services, may be subject to export control or other Applicable Law. No data, software, or other technologies may be (i) downloaded from the Services or otherwise exported or re-exported in violation of applicable export control or other Applicable Law or (ii) provided to anyone in violation of sanctions or other Applicable Law. Downloading and using data, software, or other technologies is at your sole risk. We disclaim any and all liability with respect to any use of the Services outside of approved jurisdictions or the terms of this Agreement.

3. FEES AND PAYMENT

3.1 **Fees**. Any fees applicable to the SaaS Services (the "**SaaS Fees**") are set out in the Fee Schedule. Invoicing, collection, taxes on fees, and notice of fee changes are governed by the Customer Agreement.

4. DATA AND CONFIGURATION

4.1 **Accuracy.** You acknowledge that the SaaS Services rely on the information you provide to Airwallex. You must validate all information you provide for accuracy and completeness, as inaccurate or incomplete information may (i) result in Airwallex not being able to provide some or all of the SaaS Services; (ii) cause the SaaS Services to generate inaccurate results or data; or (iii) lead to inaccurate or incomplete billing, calculations, or tax filings.

4.2 **Configuration.** The SaaS Services may include features that require configuration by you, such as pricing models, payment recovery logic (including failed payment retries and reminders), and email communications. You are solely responsible for configuring these features.

4.3 **Warranties.** You represent and warrant that all data you provide to the SaaS Services (including Usage Data, product mapping, and tax configuration) is accurate, complete, and collected in compliance with Applicable Law.

4.4 **Data & Privacy.** To the extent that the provision of the SaaS Services involves the processing of Personal Data, such processing shall be carried out in accordance with Applicable Data Protection Laws and the Data Processing Addendum agreed between you and Airwallex or, in the absence of such agreement, the Data Processing Addendum made available by Airwallex at its website (in either case, the "**DPA**"), the terms of which shall apply to any Personal Data processed in connection with the SaaS Services.

5. LIABILITY AND DISCLAIMER

5.1 **Disclaimers.** The disclaimers, exclusions and limitations in the Customer Agreement apply *mutatis mutandis* to the SaaS Services, except as modified herein.

5.2 **Specific Exclusions.** You remain fully responsible for, and Airwallex disclaims all liability with respect to: (a) your fulfilment of your tax or legal obligations under Applicable Law; (b) the accuracy and completeness of information you provide in connection with the SaaS Services; (c) the accuracy of the tax calculations the SaaS Services generate, and your obligation to pay any fine, penalty, interest, back-taxes or other sanction imposed by a governmental authority as a result of these tax calculations; (d) your obligations to make payments to governmental authorities, including tax payments and any fine, penalty or other sanction imposed by a governmental authority; (e) the collection of any taxes due from your Customers; (f) your action, or failure to act, as a result of any directions or recommendations you receive related to the SaaS Services; (g) additional tax or legal obligations, such as requirements to register for income tax, value added tax, goods and services tax, franchise tax, or other local, state, federal, or international tax obligations; and (h) any disputes or claims arising from the nature, quality, or quantity of the goods or services provided by you to a customer ('**Commercial Disputes**').

5.3 **Customer Disputes.** You are solely responsible for resolving any Commercial Disputes. You acknowledge that Airwallex's role is limited to processing calculations and payments based on your instructions and data.

5.4 **Indemnity.** In addition to your indemnification obligations set out in the Customer Agreement, you agree to indemnify Airwallex against any Claims arising from any Commercial Dispute with your customer or Authorised Third Party.

6. TERMINATION AND CHANGES

6.1 **Suspension and Termination**. Suspension and termination rights in the Customer Agreement apply to the SaaS Services. We may also suspend or restrict any SaaS Service if we reasonably determine that your use poses a security or service risk, may adversely impact the SaaS Services or other customers, may subject us or any third party to liability, or you are in breach of your payment obligations.

6.2 **Effect of Termination**. Upon termination, your licence to the SaaS Services ends and you must cease all access and use. Data return and deletion will follow the timelines and processes described in the Customer Agreement.

7. BILLING SERVICES

This Clause applies to the Billing Services only.

7.1 **Billing Services**. The Billing Services enable you to, amongst other things, manage invoice generation and subscription billing via the Airwallex Platform.

7.2 **Invoice Compliance.** You are solely responsible for ensuring your invoices comply with Applicable Law and meet mandatory e-invoicing formats and tax substantiation requirements, and for ensuring that your data, and any data or outputs you derive from the SaaS Services, comply with all applicable digital reporting (e-reporting) requirements. Airwallex makes no representations regarding the suitability of the Billing Services for any specific jurisdiction. You acknowledge that mandatory e-invoicing and digital reporting laws change frequently and that Airwallex is not obligated to update the SaaS Services to reflect such changes within any specific timeframe.

7.3 **Subscription Compliance.** You must comply with all laws and regulations governing subscriptions and recurring payments, including those relating to consumer cancellation rights, pre-debit notifications, and obtaining and maintaining consent for recurring payments.

7.4 **Usage-Based Billing.** If you use the Billing Services to charge customers based on usage, consumption, or metering ('**Usage-Based Billing**'), you must provide Airwallex with accurate usage records, for example via the Airwallex APIs ('**Usage Data**').

7.5 **Reliance on Data.** Airwallex will calculate the amounts payable by your customers solely based on the Usage Data and pricing parameters provided by you. You acknowledge that

Airwallex performs a calculation function only and does not verify the accuracy, authenticity, or validity of the Usage Data you submit.]

8. TAX SERVICES

This Clause applies to the Tax Services only.

8.1 **Tax Services.** The Tax Services assist you in determining and calculating the amount of value added tax, goods and services tax or sales tax due in connection with your sale of goods or provision of services that are billed via the Airwallex Platform.

8.2 **No Tax Advice.** You acknowledge that Airwallex does not provide legal, tax, or accounting advice, and does not provide any tax registration, preparation, filing, or reporting assistance. You are responsible for your own tax policies and tax reporting positions taken. You are responsible for conducting your own due diligence and seeking the assistance of qualified legal, tax, and accounting professionals. All information, forms, and materials provided in connection with the Tax Services are provided to you for informational purposes only.

8.3 **Your obligations.** You acknowledge that the Airwallex Tax Services rely on the accuracy of information provided to Airwallex. You must ensure all information provided is accurate and complete, in line with clause 4.1.

8.4 **Airwallex Tax Data.**

(a) **Reporting Limitations:** You may receive Airwallex Tax Data that is based on one of multiple interpretations of Applicable Law. You must validate that these interpretations are appropriate for your circumstances.

(b) **Retention:** You are responsible for retaining copies of Airwallex Tax Data for the time period Applicable Law requires, including for audit and compliance purposes.

8.4 **Tax Jurisdiction Variability.** You acknowledge that tax obligations and e-invoicing, digital reporting, and real-time clearance requirements vary by jurisdiction and change frequently. You are solely responsible for determining the applicability of any rates, rules, exemptions, thresholds, and registration requirements to your transactions and for maintaining your tax content, product taxability mappings, and location data. Airwallex does not warrant the accuracy of any tax rates, logic, or jurisdictional boundaries provided via the Tax Services.

9. DEFINITIONS

In these Terms, the following definitions apply (capitalised terms used but not defined below have the meanings given in the Customer Agreement):

Airwallex Tax Data means any information provided to you in the context of the Tax Services, including tax related data and reports generated by or made available to you.

Billing Services means the Services that enable you to manage subscriptions, generate invoices, and calculate amounts due from your Customers.

Commercial Dispute has the meaning given in clause 5.2(g).

Pre-Release Features has the meaning given in clause 2.5.

Tax Services means the Services that enable you to determine and calculate the amount, if any, of certain taxes due in connection with your sale of goods or provision of services to Customers.

Usage-Based Billing means a billing model where fees are calculated based on usage, consumption, metering, or other variable metrics.

Usage Data means any data, metrics, metering records, or usage logs provided by you to Airwallex for the purpose of calculating fees in connection with Usage-Based Billing.