

Airwallex Borderless Card New Customer Cash Rebate 2023 Promotion Terms

Last updated: 23 May 2023

These terms and conditions (**'Terms'**) set out the terms and conditions of your participation in the Airwallex Borderless Card Cash Rebate New Customer 2023 Promotion (**'Promotion'**) operated by Airwallex US, LLC (**'Airwallex'**, **'us'**, **'our'** or **'we'**). These Terms shall form part of any applicable agreements (**'Customer Agreements'**) governing the use of card products issued by Airwallex to you (**'Airwallex Card'**) and shall be construed accordingly. Capitalized terms used below shall have the same meaning given to them in the Customer Agreements unless otherwise defined in the Terms.

By participating in the Promotion and/or receiving the Cashback (as defined below), you agree to these Terms.

Who is eligible to participate in the Promotion?

The Promotion is available to new U.S. customers of Airwallex. Airwallex reserves the right to determine who is invited to participate in the Promotion.

What is the Promotion?

Eligible Customers are entitled to receive Cashback on Eligible USD Transactions made during the Cashback Period (all capitalized terms used in this paragraph are defined below).

What is Cashback?

Eligible Customers are entitled to receive a cash rebate (**'Cashback'**) in United States Dollar (**'USD'**) equal to:

- one point five (1.5) percent of the amount of Eligible USD Transactions, as defined below, per calendar month that the Eligible Customer spends at least USD 2000 (inclusive of Eligible USD Transactions and transactions that are not Eligible USD Transactions) on its Airwallex Card

Each Eligible Customer will receive Cashback for a period starting from the date of its receipt of an email confirmation from Airwallex that it has been successfully onboarded by Airwallex as a new Customer following satisfaction of all requirements from Airwallex (including any requests for information as part of the onboarding and Know Your Customer process) ('Account Activation Date') until the expiry of the Promotion Period ('Cashback Period'). Airwallex reserves the right to determine the expiry date of the Promotion.

What are Eligible USD Transactions?

'Eligible USD Transaction' means a USD transaction of an amount of USD 25 or above made by Eligible Customers using the Airwallex Card with merchants based in the US, excluding Amazon Ads or FedEx.

When will you receive Cashback?

For an Eligible Customer who has made any Eligible USD Transaction in a calendar month where the Eligible Customer has also spent above USD 2000 on its Airwallex Card, the relevant Cashback will be credited to the Eligible Customer's Airwallex account on or before the end of the next calendar month. Any decimal place for Cashback will be rounded down to the nearest integer.

You will not be entitled to the Cashback if:

- You close your Airwallex account before the Cashback has been credited; or
- Your Airwallex account is not in good standing.

When is the Promotion Period?

'Promotion Period' means the period that commences on 1 June 2023, 00:00 PST and ends on 31 December 2023, 23:59 PST (both dates inclusive), unless otherwise notified by Airwallex.

Is there any cost to participate in the Promotion?

There is no additional cost, fee or expense to participate in the Promotion.

What are some other restrictions you should know?

This Promotion is not available in conjunction with any other offers, discounts, packages or promotions (as may be launched by Airwallex from time to time), unless specified by Airwallex.

The eligibility of transactions for the purpose of the Promotion is determined by Airwallex in its sole and absolute discretion from time to time. Airwallex shall not be liable to determine the eligibility of any transactions for the Promotion before they are made by the Eligible Customer.

Eligible USD Transactions exclude transactions including, but not limited to, those prohibited under the Customer Agreements and/or the Acceptable Use Policy and transactions of similar nature as may be determined by Airwallex in its sole discretion at any time. Eligible USD Transactions also exclude unposted, canceled, suspended, refunded, unauthorized, chargeback transactions and any other transaction as designated by Airwallex from time to time.

The Promotion is available on a first-come-first-serve basis.

Cashbacks may be reversed if any Eligible USD Transactions (in full or in part) are subsequently canceled, suspended, frozen or refunded. Airwallex also reserves the right to debit the Cashbacks from your account without prior notice where any fraud, abuse or unlawful conduct has occurred.

Cashback cannot be transferred to third parties or other accounts, or exchanged for any other gifts, returned or exchanged for other products or services.

Airwallex will not accept any liability if any information submitted by any third party service providers, network providers, software and applications (including but not limited to Visa) to Airwallex has been delayed, lost, invalid or unidentifiable due to any technical problems of the computers or networks. For more details on this topic, please refer to the Customer Agreements.

Indemnification

The Eligible Customer shall indemnify, defend and hold harmless Airwallex and its affiliates (collectively, the 'Airwallex Group') and the Airwallex Group's officers, directors, employees, advisors, agents, and subcontractors from and against any loss, damage or expense (including reasonable attorneys' fees) incurred in connection with any claims, actions, demands, suits or proceedings made against the Airwallex Group by a third party or suffered by the Airwallex

Group in connection with or as a result of the Eligible Customer's breach of this Agreement, failure to comply with applicable law or the Eligible Customer's use or misuse of the Promotion.

Termination and changes

The Promotion expires on 31 December 2023, 23:59 PST, unless otherwise extended, terminated, suspended, canceled, or shortened by Airwallex. Your participation in the Promotion is not guaranteed and may be revoked at any time in Airwallex's sole and absolute discretion. Airwallex reserves the right to amend these Terms or cancel, suspend or amend this Promotion (or any part of it) at any time without prior notice. Should any disputes arise, the decision of Airwallex shall be final and conclusive.

For the avoidance of doubt, Airwallex reserves the right, at our sole and absolute discretion, to suspend or cancel offering the Promotion to you if we suspect that you are abusing or using the Promotion in a fraudulent or unlawful manner or for a fraudulent or unlawful purpose or if you are in breach of any of these Terms or the Customer Agreements or any of our terms and conditions you have agreed to with Airwallex. In case of any fraud, abuse, reversal, cancellation or chargeback of transactions in respect of which the relevant Cashback is awarded, Airwallex reserves the right to debit the equivalent amount of the relevant Cashback from the Eligible Customer's Airwallex account without prior notice.

Eligible Customer is advised to keep records of the relevant Eligible Transactions. In case of any disputes, Airwallex reserves the right to require the Eligible Customer to provide such records or submit relevant documents or proofs for verification purpose. Submitted documents or proofs will not be returned. The decision of Airwallex regarding the eligibility of relevant transactions shall be final and conclusive.

In case of any conflict between these Terms and the Customer Agreements, these Terms shall prevail.

Privacy & Security

Any personal information that you provide to us will be used in accordance with the Airwallex Services Agreement, and the privacy policies available at <https://www.airwallex.com/us/terms/privacy-policy>, as applicable.