

DIRECT DEBIT REQUEST SERVICE AGREEMENT AUSTRALIA

1. THESE TERMS

- 1.1. This is Your Direct Debit Request Service Agreement ('**DDRSA**') with Airwallex Pty Ltd ABN 37 609 653 312, Debit User ID 608970 ('**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 as Your Direct Debit provider.
- 1.2. Please keep this agreement for future reference. It forms part of the terms and conditions of Your Direct Debit Request (**DDR**) and should be read in conjunction with Your DDR authorisation from any additional party, We will provide You with details of those additional parties. The entities providing Services as referred to above as We make known to You will be deemed to be a party to these Terms.

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 Request Service Agreement between You and Us.

Banking Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

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

Merchant means the merchant described in the Direct Debit Request (where applicable). **A Merchant may not be described in every Direct Debit Request (for example, where We are not debiting the Account on behalf of a Merchant).**

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.
- 3.3. If the Debit Day falls on a day that is not a Banking Day, We may direct Your Financial Institution to debit Your Account on the following Banking Day. If You are unsure about which day Your Account has or will be debited You should ask Your Financial Institution.

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 thirty (30) days' written notice.

5. AMENDMENTS BY YOU

- 5.1. You may change, stop or defer a Debit Payment, or terminate this agreement by providing Us with at least fourteen (14) days notification by:
- (a) writing to Us at: Level 7, 15 William Street, Melbourne, Vic 3000;
 - (b) emailing Us at: support@airwallex.com;
 - (c) telephoning Us +61 13 32 99 during business hours;
 - (d) arranging it through Your Financial Institution, which is required to act promptly on Your instructions.
- 5.2. In relation to 'change' set out in Clause 5.1, Your Financial Institution may 'change' Your Debit Payment 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 more quickly. 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 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 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 www.airwallex.com/terms/privacy-policy). 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. MERCHANTS & AFFILIATES

- 10.1. If You provide a Direct Debit Request to authorise Us to direct debit the Account on behalf of the Merchant, You acknowledge that We are acting as an agent for the Merchant and We do not provide any goods or services to You. If You have a dispute or complaint in relation to any goods or services provided by a Merchant, You should contact the Merchant directly and release Us from any liability in relation to such goods or services provided by the Merchant.
- 10.2. You acknowledge that We may have entered into, or may enter into, arrangements with Our affiliates under Our control or under common control with Us in relation to the provision of certain services to You. You acknowledge that those affiliates may benefit from the authorisation You have provided in connection with this agreement and may rely on this agreement even if those affiliates are not a party to it. You also acknowledge that We may allow those affiliates to act as agent or sub-agent for Us, or We may agree to act as agent or sub-agent for them, in connection with this agreement.

11. NOTICE

- 11.1. If You wish to notify Us in writing about anything relating to this agreement, You should contact Us by:
- (a) writing to Us at: Level 7, 15 William Street, Melbourne, VIC 3000;
 - (b) emailing Us at: support@airwallex.com;
 - (c) telephoning Us on: +61 13 32 99 during business hours.
- 11.2. 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.
- 11.3. 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.

11.4. 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.