



Connected Account Terms

AIRWALLEX SERVICES & STAKE PLATFORM

22 July 2021

CONNECTED ACCOUNT TERMS AIRWALLEX SERVICES & STAKE PLATFORM

1. INTRODUCTION

- 1.1 These terms (**Connected Account Terms**) are between you (**Customer, you or your**) and Airwallex Pty Ltd ABN 37 609 653 312 (**us, we, our or Airwallex**) (together, the **Parties**).
- 1.2 The Connected Account Services (defined below) allow Airwallex to accept instructions from Stake and do other activities for you in relation to your use of the Airwallex Services through the Stake Platform.
- 1.3 Stake has entered into a separate agreement with us for the performance of the Connected Account Services (**Connected Platform Agreement**). You have entered into a separate agreement with Stake for certain services (the **Stake Terms & Conditions**).
- 1.4 These Connected Account Terms are supplemental to, form part of and must be read together with, the Wallet Terms. Stake is not a party to these Connected Account Terms, but may rely on the consents and authorisations that you provide under these Connected Account Terms.
- 1.5 Capitalised terms in this document shall have the same meaning as defined in the Wallet Terms, or as otherwise defined in clause 11 of these Connected Account Terms. To the extent that there is a conflict between the Wallet Terms and these Connected Account Terms, these Connected Account Terms will prevail.

2. TERM

These Connected Account Terms shall be in full force from the Commencement Date until they are cancelled or otherwise terminated in accordance with clause 10 of these Connected Account Terms (the **Connection Term**).

3. CONNECTED ACCOUNT SERVICES

- 3.1 The **Connected Account Services** consist of us performing the following services:
- (a) allow Stake to pass us information about you which is required to support your application for Services;
 - (b) enable us to credit funds that we receive from, or via, Stake, to your Wallet;
 - (c) allow us to accept instructions from Stake to deduct and pay Authorised Amounts from your Wallet;
 - (d) allow us to accept instructions from Stake in relation to your Airwallex Services; and
 - (e) allow us to share account information, including transaction data relating to your use of the Airwallex Services, with Stake.
- 3.2 We will perform the Connected Account Services for the Connection Term. In carrying out the Connected Account Services, we will credit funds that we receive from Stake to your Wallet, in accordance with the terms of these Connected Account Terms and the Wallet Terms.
- 3.3 Connected Account Services, insofar as they are services provided to you, form part of the Airwallex Services as set out in the Wallet Terms.

- 3.4 By using the Airwallex Services, you confirm that you accept and agree to these Connected Account Terms together with the Wallet Terms (and the additional documents referred to in the Wallet Terms).

4. CUSTOMER CONSENTS AND 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 the Connected Account Services and comply with our obligations under Applicable Law as they relate to the Connected Account Services (including, without limitation, customer due diligence information). For the avoidance of doubt, you agree and acknowledge that we may cease to provide Connected Account Services immediately if you fail to provide us with the information that we request from you under this clause 4.1. You expressly consent to either or both of Airwallex and Stake carrying out any identity verification checks including those checks with any credit reporting bureaus referred to in the Identity Verification Terms. You agree that Airwallex and Stake will rely on such consent.
- 4.2 You consent to Airwallex accepting instructions from Stake in order to perform the Connected Account Services for you during the Connected Term. You acknowledge that the Connected Account Services, including our acceptance of instructions from Stake, are essential to you being able to use the Airwallex Services through the Stake Platform. You authorise and direct Airwallex to accept such instructions from Stake during the Connected Term.
- 4.3 You undertake to inform us immediately in the event that there has been a material breach of, or you are unable to comply with, Applicable Law, these Connected Account Terms or the Wallet Terms. You undertake to inform us immediately if you become aware of, or suspect, any fraudulent or unauthorised activity with respect to any of the Connected Account Services.

5. AUTHORISED AMOUNTS

- 5.1 You confirm and direct that, where we receive a request or instruction from Stake to deduct and/or pay any Authorised Amounts from the funds in your Wallet at any time during the Connected Term, we shall comply with such request or instruction pursuant to the information provided by Stake, without the need for us to verify that such amounts are accurate or are in fact owed by you to Stake, or authorised by you, and shall transfer the relevant amount pursuant to Stake's instructions.
- 5.2 The Authorised Amounts will be governed by the terms of the Stake Terms & Conditions. We are not responsible for, and have no control over, any Authorised Amounts that Stake may require you to pay or otherwise transfer. If Stake provides us with an instruction which you have not authorised, you must contact Stake and resolve the matter directly with Stake.
- 5.3 In the event that you wish to withdraw your authorisation for the deduction or payment of Authorised Amounts, you must inform us in writing and at least seven (7) days before the next deduction or payment is deducted from your Wallet. You will need to tell Stake that you have withdrawn the authorisation, and in any event you hereby consent to us informing them that you have done so. If you do this, Stake may cease providing you with services under the Stake Terms & Conditions.
- 5.4 Upon receipt by us of a notice pursuant to clause 5.3 above, we confirm that within seven (7) days from receipt of that notice, 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 such deductions or payment instructions from Stake.

6. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties in the Wallet Terms, you represent and warrant that you have the right, power, and authority, including under Applicable Law, to enter into these Connected Account Terms and to perform all of your obligations under these Connected Account Terms.

7. CONNECTED ACCOUNT DATA SHARING

7.1 You acknowledge and agree that we and Stake may share your Customer Data between us, including personal information and transactional data, during the Connected Term. You acknowledge and agree that this sharing of data is necessary for us to perform the Airwallex Services which you request of us through the Stake Platform. You also acknowledge and agree that certain Customer Data may be shared between us and Stake after the Connected Term for the purposes of either of us or Stake complying with the AML/CTF Law.

7.2 When we receive any of your Customer Data from Stake, we will use it in accordance with these Connected Account Terms, the Wallet Terms and our Privacy Policy available online at www.airwallex.com/au/terms/. When Stake receives any of your Customer Data from Airwallex, you consent to Stake using it in accordance with the Stake Terms & Conditions and Stake's Privacy Policy available online at www.hellostake.com/au/legal/.

7.3 For the purposes of these Connected Account Terms, the 'Agreed Purposes' for us to collect, hold, use or disclose such personal information under these Connected Account Terms are to:

- (a) provide Connected Account Services 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 necessary screening checks;
- (c) enable us to comply with these Connected Account Terms, the Wallet Terms and our Privacy Policy;
- (d) enable us to comply with Stake's instructions received in relation to the Connected Account Services;
- (e) comply with our obligations to Stake under the Connected Platform Agreement; and
- (f) do anything else permitted under the Wallet Terms, our Privacy Policy or Applicable Law.

7.4 In the event that such data cannot be shared between us and Stake, you acknowledge we may be required to suspend or terminate the Connected Account Services and/or the Airwallex Services.

8. DISPUTES WITH STAKE AND RELATED LIABILITY

8.1 You acknowledge that we have no control over, or responsibility for, the actions or omissions of Stake. This means that, for example, we are not liable if Stake fails to transfer funds to you or in accordance with your instructions, whether in accordance with the Stake Terms & Conditions or otherwise.

8.2 In the event of any complaint or dispute between you and Stake, you must settle the dispute directly with Stake in accordance with the Stake Terms & Conditions. Such complaint or disputes cannot be dealt with under these Connected Account Terms. However, if you have a dispute or complaint in relation to the Airwallex Services, you may raise that complaint or dispute with Airwallex via the

complaint procedures set out in the Product Disclosure Statement and Financial Services Guide that are issued to you in connection with the Airwallex Services.

- 8.3 To the maximum extent permitted by Applicable Law, you are solely responsible for, and we have no responsibility or liability for:
- (a) any obligation that you owe to Stake under the Stake Terms & Conditions or any other agreement(s) between you and Stake; or
 - (b) your compliance with any Applicable Law.

9. INDEMNITY

Without limiting the Wallet 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 Stake acting with your authority);
- (b) your breach of any of your obligations to Stake under the Stake Terms & Conditions or any other agreement which you may have entered into with Stake;
- (c) your breach of any Applicable Law;
- (d) your breach of these Connected Account Terms;
- (e) your use or misuse of our Connected Account Services;
- (f) any refunds, fines, reversals of a transaction, or deduction of fees; or
- (g) any disputes between you and Stake.

10. TERMINATION AND SUSPENSION

- 10.1 **Termination by either Party.** We may terminate these Connected Account Terms in accordance with the Wallet Terms. You may terminate these Connected Account Terms in accordance with the Wallet Terms.
- 10.2 **Termination of Connected Platform Agreement.** We reserve the right to suspend or terminate these Connected Account Terms or the Wallet Terms immediately and without giving notice in the event that the Connected Platform Agreement is terminated.
- 10.3 **Termination of the Stake Terms & Conditions.** We acknowledge that the Stake Terms & Conditions may be terminated by you or Stake pursuant to its terms. In the event that you issue or receive a notice to terminate the Stake Terms & Conditions, you must provide us with at least seven (7) days' advance written notice of the effective date of such termination. You agree that we will have no liability or responsibility for any deductions that may occur pursuant to clause 5.1 of these Connected Account Terms, after the termination of the Stake Terms & Conditions, but before you've given us at least seven (7) days' advance written notice of that termination.
- 10.4 In the event of termination of these Connected Account Terms, you acknowledge and agree that we may continue to comply with any instructions that we receive from Stake pursuant to clause 5.1 of these Connected Account Terms, up to and including the date on which such termination takes effect.

- 10.5 You agree and consent to us informing Stake in the event that we issue or receive a notice of termination under clause 10.1 or clause 10.2 of these Connected Account Terms.
- 10.6 The termination of these Connected Account Terms will not terminate or impact the Wallet Terms or any other services provided by us to you. However, the termination of the Wallet Terms will automatically terminate these Connected Account Terms.
- 10.7 Upon termination of these Connected Account Terms under clause 10.1, clause 10.2 or clause 10.3 of these Connected Account Terms, we confirm that:
- (a) we will cease to provide access to, or share, your Customer Data with Stake, except to the extent permitted or required by Applicable Law; and
 - (b) any authorisation provided by you for deductions pursuant to clause 5.1 of these Connected Account Terms shall be deemed to have been revoked and we will cease to accept instructions for such deductions from Stake.

11. DEFINITIONS

Airwallex Services mean the services that we provide to you in accordance with the Wallet Terms.

AML/CTF Law means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and any associated rules or regulations, and any similar laws, in any jurisdiction.

Authorised Amounts means any amount that Stake has informed us that you have authorised Stake to deduct and/or pay, in connection with the Stake Terms & Conditions.

Commencement Date means the date that (a) Stake arranges for you to apply for Airwallex Services through the Stake Platform; or (b) you apply to use the Airwallex Services, whichever occurs earlier.

Connected Platform Agreement has the meaning given in clause 1.3.

Stake Fees means the fees that are payable by you to Stake under or in connection with the Stake Terms & Conditions.

Stake Terms & Conditions has the meaning given in clause 1.3.

Wallet Terms means the terms entitled "*Wallet Terms*" entered between you and us for certain services including collection and payment services.