

PayTo User Terms and Conditions

1. Interpretation

1.1 These terms (“**Terms**”) apply to your use of the PayTo Service, and must be read together with our Services Agreement and all related Documentation.

1.2 Terms defined in the Service Agreement have the meaning ascribed to them in the Service Agreement when used herein unless defined otherwise in these Terms.

2. Creating an Authorised Payment Mandate for new Customers

2.1 You must enter into an agreement with a Customer for the relevant goods or services and the basis on which the Customer may pay you using the PayTo Service (the “**Customer Terms**”). You must ensure that the Customer Terms establish the basis on which the Customer may be charged through the PayTo Service. Any information that you provide to Airwallex for the creation of an Authorised Payment Mandate or the submission of a Payment Initiation Request must accurately reflect those Customer Terms.

2.2 Once you and the Customer have agreed to the Customer Terms, you must request that the Customer provide their bank account number and BSB, PayID or payment card number (as applicable) to create the Authorised Payment Mandate. Any data provided to you by the Customer will be provided in accordance with your privacy policy and terms and conditions. Subject to the Service Agreement, you are solely responsible for any data provided to you by a Customer.

2.3 Thereafter, you will instruct Airwallex to produce a mandate which will be included and recorded on the Mandate Management Service. The Mandate Management Service will notify the financial institution of the Customer (the “**Customer Financial Institution**”) in connection with the Mandate, at which point the Customer will receive a notification from the Customer Financial Institution to either authorise or reject the Mandate.

2.4 The Customer is required to authorise or reject the Mandate within the period of time specified in the Mandate, otherwise the Mandate will lapse. Such period of time must not exceed five (5) calendar days, unless you and the Customer are expecting a “real-time” response, in which case the Customer is required to respond to the Mandate within five (5) minutes. For clarity, if the Customer does not authorise or reject the Mandate within the specified period of time, the Mandate is deemed to be rejected.

2.5 If Customers reject a Mandate because they do not believe that it reflects the Customer Terms, they are required to contact you for you to amend and resubmit the details of the Mandate.

2.6 Once a Mandate has been authorised by the Customer, the Customer Financial Institution will update the Mandate Management Service with this information and the Mandate shall thereafter become an Authorised Payment Mandate.

2.7 You may recall a Mandate at any time prior to the Customer authorising that Mandate in accordance with clause 2.4 of these Terms, or prior to the expiry of the Mandate.

2.8 You must not submit any more than three (3) Mandates per day to your Customers for the same goods and services. Airwallex reserves the right to suspend Mandates that do not comply with this clause.

3. Payment under an Authorised Payment Mandate and Settlement

3.1 Once an Authorised Payment Mandate becomes effective, you may request Airwallex to initiate payment to be made from a Customer's account ("**Payment Initiation Request**"). You must ensure that the Payment Initiation Request complies with the Customer Terms, the Authorised Payment Mandate and the Documentation (if any).

3.2 Prior to settling any payments, Airwallex may validate your Payment Initiation Request with the Authorised Payment Mandate which is stored in the Mandate Management Service. Once the Payment Initiation Request has been validated, your Payment Initiation Request may then be processed by Airwallex.

4. Migration of Direct Debit arrangements for existing Customers

4.1 To the extent that Airwallex makes the migration functionality available and separately approves its use by you, Airwallex may authorise you to create mandates for Customers who are existing BECS Debit Users ("**Migrated DDR Mandates**"). To create Migrated DDR Mandates, you must inform the relevant Customer of your decision to process future transactions under the relevant Direct Debit arrangement through PayTo at least one full billing cycle before the new payment arrangements come into effect (and if the billing cycle is less than fourteen (14) days, you must give at least fourteen (14) days' notice).

4.2 Any data provided to you by a Customer, whether historical or otherwise, will be provided in accordance with your privacy policy and terms and conditions. You will be solely responsible for any data provided to you by a Customer.

4.3 You acknowledge that you hold, and are able to produce upon request, evidence of each Customer's existing Direct Debit authorisation to be migrated to PayTo and all notices given under clause 4.1.

4.4 Where Airwallex has authorised the creation of Migrated DDR Mandates under clause 4.1, Airwallex will produce a Migrated DDR Mandate and record it in the Mandate Management Service. Transactions in connection with a Migrated DDR Mandate may be processed through

PayTo from the date that is five (5) calendar days after the date of creation, provided that this is consistent with any instruction provided by the Customer, at which point the Migrated DDR Mandate becomes an Authorised Payment Mandate.

4.5 You may recall a Migrated DDR Mandate at any time before it becomes an Authorised Payment Mandate under clause 4.4. Once it becomes an Authorised Payment Mandate, it may not be recalled.

4.6 You must not submit more than three (3) Migrated DDR Mandates per day to your Customers. Airwallex reserves the right to suspend Migrated DDR Mandates that do not comply with this clause.

5. Amending an Authorised Payment Mandate

5.1 From time to time, the Customer Terms may be amended which will then need to be captured in the relevant Authorised Payment Mandate. The functionality of amending an Authorised Payment Mandate may be made available and approved by Airwallex. This clause applies to the extent that such functionality is made available and approved. If such functionality is not supported, you must cancel the existing Authorised Payment Mandate and create a new Authorised Payment Mandate to effect the terms of the amended Customer Terms, in accordance with these Terms.

5.2 The amendment of an Authorised Payment Mandate must be initiated by you. Where authorisation is required from a Customer for such amendment to an Authorised Payment Mandate, you must obtain consent from that Customer before initiating such amendment.

5.3 For any amendment to an Authorised Payment Mandate where authorisation from a Customer is required, you represent, warrant and undertake that you have obtained, and are able to produce evidence upon request relating to, the Customer's consent obtained pursuant to clause 5.2.

5.4 To amend an Authorised Payment Mandate, you must instruct Airwallex to process an amendment to the Authorised Payment Mandate in the Mandate Management Service on your behalf. The Mandate Management Service will notify the Customer Financial Institution of the amendment request, at which point the Customer is required to either authorise or reject the amendment request.

5.5 The Customer must either authorise or reject the amendment request within five (5) calendar days, otherwise the amendment request will lapse. For clarity, if the Customer does not authorise or reject the amendment request within the specified period of time, the amendment request is deemed to be rejected.

5.6 If the Customer rejects the amendment request because they do not believe that it accurately reflects the updated Customer Terms, the Customer must contact you in order for you to resubmit the amendment request with the correct details.

5.7 Once an amendment request has been authorised by the Customer, the Customer Financial Institution will promptly update the Mandate Management Service with such information. The updated Authorised Payment Mandate will apply from the date that is specified in the Customer Terms.

5.8 You must not submit more than three (3) requests per day to amend an Authorised Payment Mandate to a Customer. Airwallex reserves the right to reject any request that does not comply with this clause.

6. Suspending and unsuspending an Authorised Payment Mandate

6.1 Subject to the Customer Terms, you may suspend and unsuspend an Authorised Payment Mandate through Airwallex. Any suspension or unsuspension of an Authorised Payment Mandate will generally be effective immediately. Airwallex will promptly notify the Customer Financial Institution of the suspension or unsuspension, which will in turn notify the Customer. To avoid doubt, we are not responsible for the acts or omissions of the Customer Financial Institution.

6.2 Similarly, subject to the Customer Terms, the Customer may suspend and unsuspend an Authorised Payment Mandate. Upon being informed by the Customer Financial Institution, Airwallex will promptly notify you of any such suspension and unsuspension.

7. Porting your Authorised Payment Mandates

7.1 To the extent that Airwallex makes the Porting functionality available to you, you may move some or all of your Authorised Payment Mandates from Airwallex to another financial institution if you wish ("**Porting**"). You may do this by contacting Airwallex and Airwallex will provide you with a Porting ID for the Authorised Payment Mandate(s). You must provide the Porting ID to your new financial institution.

7.2 Your new financial institution will be responsible for having you authorise the Authorised Payment Mandates and updating the Authorised Payment Mandates in the Mandate Management Service. The updated Authorised Payment Mandates will become effective when they are updated in the Mandate Management Service.

7.3 Until the Porting is completed, the Authorised Payment Mandates will remain linked to your bank account. If the other financial institution does not complete the transfer within fourteen (14) calendar days, the transfer will be deemed ineffective and the Authorised Payment Mandates will remain linked to your bank account.

7.4 To the extent that Airwallex makes this functionality available to you, to port an Authorised Payment Mandate that you have with another financial institution to Airwallex, you must start the process with that financial institution.

8. Cancelling an Authorised Payment Mandate

8.1 Subject to the Customer Terms, you may cancel an Authorised Payment Mandate through Airwallex. Any cancellation of an Authorised Payment Mandate will generally be effective immediately. Airwallex and/or its partners will promptly notify each Customer Financial Institution of the cancellation, which will in turn promptly notify the Customer.

8.2 Similarly, subject to the Customer Terms, a Customer may cancel an Authorised Payment Mandate at any time. Upon being informed by the Customer Financial Institution, Airwallex will promptly notify you of such cancellation.

9. Your responsibilities

9.1 You must provide all information and obtain all consents from the Customer reasonably required by Airwallex for a Mandate to be produced, recorded and processed.

9.2 You are responsible for the accuracy of the information that you provide to Airwallex in connection with all Mandates, and are responsible for any loss that Airwallex suffers in connection with any incorrect information provided by you relating to the Mandates.

9.3 You must notify Airwallex immediately if you cease to be entitled to receive, or to direct the settlement of, payments under an Authorised Payment Mandate. Airwallex disclaims any liability to you, to the extent you fail to receive any funds from Airwallex as a result of your failure to comply with this clause 9.3.

9.4 You must promptly respond to any notification that you receive from Airwallex regarding the suspension of an Authorised Payment Mandate for misuse, fraud or for any other reason. Airwallex will not be responsible for any loss that you may suffer as a result of your failure to promptly respond to such a notification.

9.5 You are solely responsible for ensuring that you comply with the terms of any agreement that you have with Customers, including the Customer Terms and the Authorised Payment Mandate.

9.6 You must ensure that any billing notices are issued to Customers in accordance with the Customer Terms.

9.7 If you experience any activity that appears suspicious or erroneous, you shall notify Airwallex promptly.

9.8 You may receive a notification from Airwallex, from time to time, requiring you to confirm that all of your Authorised Payment Mandates are accurate and up to date. You must respond to this notification promptly or otherwise within the timeframe specified by Airwallex.

9.9 You must not use PayTo for fraudulent or improper purposes, which for clarity, includes (but is not limited to) where you contravene clauses 2.8 or 5.8 of these Terms, or where you cancel or suspend an Authorised Payment Mandate without a lawful basis.

9.10 Once an Authorised Payment Mandate has been established, your payment details may only be amended by Airwallex. You may not request Airwallex to amend the payment details of another party.

9.11 Airwallex may provide you with separate documentation to assist you in using the PayTo Service including manuals and guides, whether in an electronic form or otherwise ("**Documentation**"). You must comply with all terms in such Documentation that apply to you.

9.12 You must comply with all applicable laws in connection with your use of PayTo.

9.13 You must act promptly in relation to any instructions that you receive from Customers.

9.14 Airwallex may monitor your Authorised Payment Mandates for misuse, fraud and security reasons. You acknowledge and consent to Airwallex suspending all or some of your Authorised Payment Mandates if Airwallex reasonably suspects misuse, fraud or security issues. Airwallex will promptly notify you of any such action to suspend an Authorised Payment Mandate.

9.15 Airwallex may temporarily or permanently restrict your use of PayTo and the Mandate Management Service if you fail to meet the requirements of these Terms, breach a law or regulation relevant to PayTo (or you are suspected of breaching such a law or regulation), or you suffer an Insolvency Event.

9.16 You must promptly assist Airwallex in the investigation or claim involving a Mandate, including by providing information, records and evidence in your possession or control that Airwallex reasonably requests.

10. DEFINITIONS

10.1 In these Terms, the following definitions apply:

Airwallex means Airwallex Pty Ltd (ABN 37 609 653 312), AFSL No. 487221.

Authorised Payment Mandate means a Mandate that has been authorised by a Customer and stored in the Mandate Management Service, which authorises an NPP Payment, or a series of NPP Payments, to be made from the Customer's account, in accordance with its terms.

Customer means a person that pays for, funds, receives, uses or consumes a good or service from you.

Customer Financial Institution has the meaning given in clause 2.3.

Customer Terms has the meaning given in clause 2.1.

Documentation has the meaning given in clause 9.11.

Mandate means a payment mandate produced in accordance with clause 2.3.

Mandate Management Service means the central, secure database operated by NPP Australia Limited of Authorised Payment Mandates.

Migrated DDR Mandates has the meaning given in clause 4.1.

NPP means the New Payments Platform operated by NPP Australia Limited.

NPP Payments means electronic payments cleared and settled by participating financial institutions via the NPP.

Payment Initiation Request has the meaning given in clause 3.1.

PayTo or **PayTo Service** means a service which enables you to initiate and request, and a Customer to pre-authorise, an NPP Payment, or a series of NPP Payments, in accordance with an Authorised Payment Mandate, and to amend, suspend, unsuspend, and cancel Authorised Payment Mandates.

Porting has the meaning given in clause 7.1.

Service Agreement means the agreement between you and Airwallex.

Terms has the meaning given in clause 1.1.