

# Acceptable Use Policy

---

This acceptable use policy sets out the terms under which you may access the services provided by Airwallex (the “Services”). It applies as soon as you access and/or use our Services. Check the Customer Agreement or the meaning of capitalized terms, to the extent such terms are not defined in this policy.

## What you cannot do (Prohibited Activities)

Airwallex has **zero** tolerance for any person using any of our services being used for unlawful activities or purposes. As an overarching principle, we do not allow clients to use our services for activity that:

- breaches or is intended to breach any applicable local, national or international law, regulation or policy or causes any Group Company to breach any applicable law, regulation or policy in any way;
- is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- is for the purpose of harming or attempting to harm others, including minors (as such term is defined by the local legislation) in any way;
- is in connection with any form of human trafficking or forced labor;
- is abusive or incites hate, violence or seditious, or does not comply with our content standards;
- is in connection with any unsolicited or unauthorized advertising or promotional material or any other form of spam;
- is in connection with harmful programs like viruses or spyware or similar computer code designed to adversely affect the operation of any computer software or hardware;
- is designed or can be used in circumventing system controls, engaging in deceptive or inauthentic user behavior, or misrepresenting one's identity;
- would illegally evade any applicable taxes, levies or duties illegally or facilitate any form of tax evasion;
- uses our services in a manner that is likely to result in complaints, disputes, reversals, chargebacks or other liabilities (directly or indirectly) to Airwallex, other customers of Airwallex, or third parties of our clients;
- uses our services for an unapproved purpose (that is if the client is approved to use our Services for certain business purposes, then you must not use our Services for personal purposes or any other unapproved business purposes);

- relates to foreign exchange speculation, investment or arbitrage activities;
- is in connection with activities or services that require a license, where the proper licensing and regulatory requirements have not been met. Until such licensing is confirmed, these activities will be considered prohibited.

We do not provide our Services to businesses that engage in, or support transactions which involve, the following types of activities:

- **Adult Content & Related Services**, including pornography, escort services, prostitution services, and/or any form of advertising of or for sexual services, as well as content involving acts that are illegal, exploitative, non-consensual, or otherwise deemed highly objectionable;
- **Gambling Services & Games of Skill** where it is illegal or offering gambling services without the required permits or licenses (including skilled game wagering);
- **Illegal Drugs & Controlled Substances**, including the sale, distribution, manufacturing, or facilitation of such substances;
- **Counterfeit or Unauthorised Goods**, including products or services, that infringe upon intellectual property or proprietary rights of third parties, including digital goods and brand misrepresentation;
- **Weapons Manufacturing, Sales, & Supplies**, including business dealings related to any military items, including firearms and their components, weapon blueprints, and “ghost guns.”;
- **Payday & Predatory Lending**, including high-interest, short-term loans that exploit consumers or violate responsible lending practices;
- **Hate Speech & Discrimination**, including the sale and/or distribution of any products or services that promote or encourage discrimination based on protected characteristics, including but not limited to race, ethnicity, national origin, disability, religious affiliation, caste, sex, sexual orientation, gender identity, and serious disease;
- **Ponzi/ Pyramid Scheme/ Multi Level Marketing/ Telemarketing**;
- **Sale, Distribution, & Trade of Endangered Animal Species**, including products derived from them;
- **Sale, Distribution, & Trade of Archaeological and Cultural Relics**;
- **Sale of Access to Cyberlockers or Remote Digital File-Sharing Services**;
- **Human Remains and Body Parts**, including the sale, distribution, or trade of organs, bones, and other human tissue, except in limited cases for government-sponsored programs under strict regulatory oversight;

- **Transactions Made for No Genuine Commercial Purpose**, including the pooling of funds between multiple parties or the cashing out of credit or stored value cards;
- **Offering of Regulated Financial Services**, directly or indirectly, without a valid license and/or registration;
- **Sale and Distribution of Unlicensed Products or Services**, including any product or service offered without the requisite permit or license in its place of operation (governmental or otherwise);
- **Other Businesses or Transactions Outside of Our Risk Appetite**, based on our internal policies, our banking partners' policies, or the policies of participants in our payment network.

### **Airwallex Card Usage Restrictions:**

- **Prohibition on Resale:** Airwallex cards cannot be sold or traded for profit on the open market. However, clients are permitted to provide card-issuing services to their customers as part of an approved card issuance agreement with Airwallex.

### **Prohibited Uses of Airwallex Cards:**

Airwallex prohibits the use of its cards for engaging in inauthentic behavior designed to circumvent legitimate system controls or restrictions imposed by platforms or retailers.

- **Bypassing Social Media Bans:** Airwallex cards must not be used to create new social media marketing accounts when previous accounts have been closed for violating the platform's terms of use (e.g., due to prohibited products, negative reviews, or other policy violations).
- **Circumventing Purchasing Limits:** Cards may not be used to bypass purchasing limits imposed by retailers, such as making multiple transactions across different accounts or methods to exceed imposed purchase caps.
- **Exploiting Free Trials:** Cards cannot be used to exploit free trial offers or new user promotions with the intent of reselling or on-selling the services for profit through other channels.
- **Installment Payment Abuse:** It is prohibited to make an initial installment payment and then lower the card limit or deactivate/close the card to avoid paying the remaining installments, thereby abusing payment plans.

- **Manipulating Ecommerce Reviews:** Cards must not be used to purchase products or services with the sole intent of generating fake or illegitimate reviews on ecommerce platforms.
- **Crowdfunding Fraud:** Airwallex cards must not be used to perform pre-authorization transactions without any intent to complete the purchase, with the aim of falsely inflating or meeting crowdfunding goals.
- **Out-of-Scope Entities:** Any entities or individuals that fall outside of Airwallex's risk appetite, as defined by internal policies, our banking partners, or the policies of participants in our payment network.

## **Entities Ineligible for Airwallex Services:**

We do not provide our Services to the following categories of entities:

- **Sanctioned Parties:** Individuals, entities, countries, or regions subject to international sanctions, including those sanctioned by governments or international bodies.
- **Bearer Share Entities:** Any entity with bearer shares or that has bearer share companies within its ownership structure, due to the associated risks of anonymity and lack of transparency.
- **Shell Banks:** Banks that do not maintain a physical presence in any country, often used to facilitate illicit financial activities.
- other categories outside of our risk appetite in accordance with our internal policies, our banking partners' policies or the policies of participants in our payment network.

## **What you cannot do without our approval (Restricted Activities)**

Without our approval, you may not use our Services for the following businesses or to support transactions which involve the following:

- **Financial Services, including but not limited to:**
  - Acceptance of deposits and other repayable funds from the public, including crowdfunding;
  - Lending and debt-related services;
  - Buy now pay later services;

- Financial leasing;
- Money or value transfer services;
- Money transfer and currency exchange;
- Issuing and managing means of payment (e.g. credit and debit cards, cheques, traveller's cheques, money orders and bankers' drafts, electronic money);
- Financial guarantees and commitments;
- Carry out a business that provides trading services in:
  - money market instruments (cheques, bills, certificates of deposit, derivatives etc.);
  - foreign exchange;
  - exchange, interest rate, index and hybrid asset classes instruments;
  - transferable securities;
  - commodity futures trading.
  - cryptocurrencies, crypto-assets, virtual currencies, virtual assets, non-fungible tokens (NFTs) and initial coin offerings (ICOs)
  - stablecoins and tokenized “real world assets” including commodities, real estate, currencies and financial instruments,
- Participation in securities issuance and the provision of financial services related to such issues;
- Individual and/or collective portfolio management;
- Safekeeping and administration of cash or liquid securities on behalf of other persons;
- Investment and fund management or otherwise investing, administering or managing funds or money on behalf of any other persons;
- Underwriting and placement of life insurance and other investment related insurance.
- Designated Non-Financial Businesses and Professions (“DNFBPs”) and companies collecting or handling funds **on behalf of third parties**, including and not limited to:-
  - Casinos, lotteries, online gambling or any action which involves a stake of an asset with a view to winning a prize/reward, and any tool which is intended or marketed to be used in the calculation or assessment of the prospect of placing successful bets or gambles;
  - Real estates agents;
  - Dealers in luxury goods or high value items, for example, precious metals and stones dealers; sale of loose precious metals, jewels, and stones including without limitation gold, silver, titanium, platinum, palladium and diamonds;

- Lawyers, notaries, other independent legal professionals and accountants;
- Trust and company service providers;
- Other entities which conduct payouts or collecting funds on behalf of any other person or entity other than yourself (except for your affiliated entities);
- Sale of quasi-cash goods;
- Charities (including unregistered charities), non-government organisations or not-for-profit organisations;
- other activities including:
  - Matchmaking or dating services;
  - Live streaming platforms and chatting services;
  - Political organizations;
  - Religious organizations;
  - Facilitation, sale or distribution of chemicals;
  - Oil and gas companies, as well as related activities;
  - Bidding fee auctions;
  - Surveillance equipment, for example, spy cameras;
  - Alcohol;
  - Pharmaceuticals & Nutraceuticals (including but not limited to prescription medication, sexual enhancement drugs and weight loss products);
  - Tobacco, nicotine, & e-cigarette products and accessories;
  - Marijuana, THC, CBD products;
  - Drug-related paraphernalia;
  - Import or export of any 'dual use goods' as defined by any country that has jurisdiction over any AWX's entities' relevant export control classification lists;
  - Regulated medical devices and services, including fetal gender diagnosis;
  - Account Funding Transactions;
  - Generative AI & Artificial Intelligence;
  - Dropshipping;
  - Marketplaces;
  - Cryptocurrencies or virtual currencies; crypto-assets or virtual assets, non-fungible tokens (NFTs) and initial coin offerings (ICOs)
  - Stablecoins and tokenized "real world assets" including commodities, real estate, currencies and financial instruments.
  - Travel-Related Arrangement Services & other delayed delivery merchants;
  - Negative Option Billing Clients; or
- Other high risk activities in accordance with our internal policies, our banking partners' policies or the policies of participants in our payment network.

You also agree:

- not to copy or use any part of our Services in contravention of the provisions of our Customer Agreement; and
- not to access without authority, interfere with, damage or disrupt:
  - any part of our Services;
  - any equipment or network on which our Website is hosted or stored;
  - any software used in the provision of our Services; or
  - any equipment or network or software owned or used by any third party.

You may not deposit cash or cheque deposits into your account.

You may only use your Global Account number (as we provided to you) to receive funds for the following purposes:

- receiving payouts from an approved e-commerce and marketplace platforms;
- receiving payments from your clients and other third parties for the purpose of business payments;
- receiving your own funds from other legitimate business sources.

## **Content standards**

These content standards apply to all content you publish, broadcast, share or circulate, by or through a website or on any online platform that utilizes our Services. Content includes information, data, communication, video, text, graphics, photos, sounds, music, audiovisual works, and chat feed comments. The content must:

- be accurate;
- be genuinely held (where they state opinions); and
- comply with applicable law in any country from which they are posted or to which they relate.

The content must not:

- contain any material which is defamatory;

- contain any material which is obscene, offensive, hateful or inflammatory;
- promote sexually explicit material;
- promote violence;
- promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- infringe any copyright, database right or trademark of any other person;
- be likely to deceive any person;
- be made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promote any illegal activity, such as sedition;
- post any advertisement which is prohibited by relevant laws and regulations;
- be threatening in any way, abusive or invade another's privacy, or cause annoyance, inconvenience or needless anxiety;
- be likely to harass, upset, embarrass, alarm or annoy any other person;
- be used to impersonate any person, or to misrepresent your identity or affiliation with any person;
- give the impression that they relate to us, if this is not the case; or
- advocate, promote or assist any unlawful act such as (by way of example only) copyright infringement or computer misuse.

If you operate any website or online platform that utilizes our Services, you

- must have robust policies, procedures and processes regarding restricted or prohibited content and users' code of conduct to
  - monitor, detect, restrict and remove inappropriate, offensive or illegal content that might have a negative impact over our goodwill, reputation or reputation;
  - block, blacklist and remove users of your website or online platform that provides inappropriate, offensive or illegal content;
- you shall remove content or block users of your online platform promptly if we request you to do so;
- you shall notify us promptly if you receive any notifications from or are a subject of any disciplinary process by any regulatory authorities or if you become aware that any content on your website or online platform or any services you provide are likely to infringe on any third-party rights, violate any applicable laws or could have a negative impact on your reputation.

## **Fair use**

You should use our Services in a fair and reasonable manner. This means that you should not make excessive payouts with our Employee Cards, engage in excessive card issuance or in other forms of misuse, and should comply with any limits we impose from time to time.

## Suspension and termination

Airwallex reserves the right to enforce any of the following actions in response to violations of this **Acceptable Use Policy**, including breaches related to **prohibited and restricted activities**, **content standards**, or **fair use**. We take any breach of this policy seriously, and it is within our discretion to determine the appropriate enforcement measures based on the nature and severity of the violation.

We take breach of this policy seriously and upon your breach, may take the following actions:

- decide and implement the immediate, temporary or permanent withdrawal of your right to use our Services;
- suspend or cancel your payment orders and take such other actions as we consider necessary;
- freeze your funds and/or accounts while investigations are ongoing;
- remove any posting or material uploaded by you;
- return funds to the sender (including to cooperate with a fund recall request from one of our banking partners);
- issue a written warning;
- take legal action against you for damages and/or for reimbursement of all costs incurred from your breach on an “all expenses” basis; and/or
- report and disclose relevant information to applicable law enforcement authorities.

These actions may be taken at our sole discretion and are designed to ensure compliance with this policy, protect our platform, and uphold legal and regulatory obligations.

## Other policies

This policy does not limit any of our rights in any of our agreements with you nor does it limit the implementation of our risk appetite in accordance with our internal policies, our banking partners' policies or the policies of participants in our payment network.

## **Changes to the acceptable use policy**

We may revise this acceptable use policy from time to time to reflect a change of regulatory requirements or a change of our risk appetite by updating this page. Such changes may affect the services we are currently providing you. You are encouraged to review this policy periodically and regularly to avoid any interruption of your services. This policy, as amended, is legally binding on you.