

# Mimo - Connected Account User Terms and Conditions

Last updated: 7 August 2024

This is a separate agreement between you (“**Customer**”, “**you**”) and the respective Airwallex entity as set out in the table below (“**Airwallex**”, “**we**” or “**us**”, and together with Customer, the “**Parties**”).

This agreement has two types of terms:

1. Terms and policies applicable based on the place of registration of your business; and
2. Terms and policies applicable to all Customers.

## Terms and policies applicable based on the place of registration.

Table 1

If you are a Customer registered in:	Airwallex means <sup>‡</sup> :	Airwallex Agreements	Additional Policies and Consents
Any European Economic Area Member State	Airwallex (Netherlands) B.V.	<b>Treasury Management Terms</b> <a href="https://www.airwallex.com/eu/nl/terms#treasury-management-terms">https://www.airwallex.com/eu/nl/terms#treasury-management-terms</a>	<b>Region Specific Terms</b> <a href="https://www.airwallex.com/eu/nl/terms#region-specific-terms">https://www.airwallex.com/eu/nl/terms#region-specific-terms</a>
United Kingdom	Airwallex (U.K.) Limited	<b>Treasury Management Terms</b> <a href="https://www.airwallex.com/uk/terms/treasury-management-terms">https://www.airwallex.com/uk/terms/treasury-management-terms</a>	<b>Region Specific Terms</b> <a href="https://www.airwallex.com/uk/terms/region-specific-terms">https://www.airwallex.com/uk/terms/region-specific-terms</a>  <b>Direct Debit Terms</b> <a href="https://www.airwallex.com/uk/terms/direct-debit-terms">https://www.airwallex.com/uk/terms/direct-debit-terms</a>

<sup>‡</sup> unless specifically agreed otherwise between Parties

## Terms and policies applicable to all Customers

Table 2

	<b>Global Privacy Policy</b> <a href="https://www.airwallex.com/terms/privacy-policy#scope-of-policy">https://www.airwallex.com/terms/privacy-policy#scope-of-policy</a>
	<b>Global Privacy Centre</b> <a href="https://www.airwallex.com/terms/global-privacy-centre">https://www.airwallex.com/terms/global-privacy-centre</a>

All Customers	<b>Acceptable Use Policy</b> <a href="https://www.airwallex.com/terms/acceptable-use-policy">https://www.airwallex.com/terms/acceptable-use-policy</a>
	<b>Scale User Terms</b>  <i>Set out below</i>

## SCALE USER TERMS

### 1. INTRODUCTION

- 1.1. These terms ("**Scale User Terms**") are between you ("**Customer**", "**you**") and the respective Airwallex entity as set out in Table 1 ("**Airwallex**", "**we**" or "**us**", and together with Customer, the "**Parties**").
- 1.2. The Scale User Terms govern our performance of the Scale Activities (as defined in clause 1.4) and your related use of the services we provide to you in accordance with the Customer Agreement, as such agreement is defined in clause 1.3 ("**Airwallex Services**").
- 1.3. These Scale User Terms are supplemental to, form part of and must be read together with other terms, conditions and policies that govern the Airwallex Services, each of which are available at Airwallex.com, as set out in Table 1 and Table 2, and other Airwallex terms, conditions or policies to which you may have agreed (collectively, the "**Airwallex Agreements**," and, together with these Scale User Terms, the "**Customer Agreement**").
- 1.4. The person or entity that operates the software-as-a-service solution ("**Platform**") for which you have entered into an agreement, defined in clause 1.5, that requires your agreement to these Scale User Terms ("**Platform Provider**") has entered into a separate agreement with us for the performance of services provided by us to allow you to connect with a Platform in accordance with these Scale User Terms (such services, "**Scale Activities**," and such separate agreement between us and Platform Provider, "**Platform Provider Scale Agreement**").
- 1.5. You have entered into a separate agreement with the Platform Provider for certain services (the "**Platform Agreement**").
- 1.6. Capitalised terms shall have the same meaning as defined in the Airwallex Agreements, or as otherwise defined in these Scale User Terms.
- 1.7. To the extent there is a conflict between the Airwallex Agreements and these Scale User Terms, the Scale User Terms will prevail. To the extent there is a conflict between the Customer Agreement and Platform Agreement, the Customer Agreement will prevail.

### 2. TERM

These Scale User Terms shall take effect on the date you enter into the subscription license with the Platform Provider in accordance with the Platform Agreement. Such date shall also be deemed to be the date you agree to these terms ("**Commencement Date**"). These Scale User Terms shall remain in full force during the subscription license term unless the Scale User Terms are otherwise terminated in accordance with clause 12 (the "**Scale Term**").

### 3. SCALE ACTIVITIES

- 3.1. The Scale Activities consist of us providing you with Airwallex Services which will:
  - 3.1.1. allow the Platform Provider to pass us information about you which is required to support your application for Airwallex Services;

- 3.1.2.enable us to credit funds that we receive from the Platform Provider into the collection account created by Airwallex, in a jurisdiction selected by Airwallex, for your use to receive funds in an approved currency or currencies ("**Global Account**");
- 3.1.3.allow us to accept instructions from the Platform Provider to deduct Platform Provider Fees from your Wallet or your Global Account, as applicable; and
- 3.1.4.allow us to share account information, including transaction data of your Global Account, with the Platform Provider.
- 3.2. We shall perform our Scale Activities for the Scale Term.
- 3.3. Scale Activities, insofar as they are services provided to you, form part of the Airwallex Services set out in the Customer Agreement.
- 3.4. By using the Airwallex Services, you confirm that you accept and agree to these Scale User Terms and the Customer Agreement.

#### 4. CUSTOMER 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 Scale Activities and comply with our obligations under Applicable Law as they relate to the Scale Activities (including, without limitation, customer due diligence information). For the avoidance of doubt, you agree and acknowledge that we may cease to provide Scale Activities immediately if you fail to provide us with the information that we request from you under this Clause.
- 4.2. The Platform Agreement may provide the Platform Provider with a right to view information in relation to the Customer's Airwallex Account or do other things concerning Scale Activities. Where this is provided for in the Platform Agreement, Customer agrees that the Platform Provider will be appointed as an authorised user pursuant to the Airwallex Agreements with the authority to view information concerning Customer's Airwallex account and do such things on Customer's behalf as is set out in the Platform Agreement (for example, deduct Platform Fees from Customer's Airwallex Account where Customer has authorised the Platform Provider to do so).
- 4.3. Customer agrees that one or more Airwallex Services may be provided by Airwallex affiliates, or their respective sponsors or partners ("**Third-Party Service Providers**"), and Customer may therefore be required to enter into one or more agreements with such parties.

#### 5. PLATFORM PROVIDER FEES

- 5.1. **Service Fees.** The Service Fees agreed with respect to the Airwallex Services are, unless otherwise agreed under the Customer Agreement or otherwise agreed between you and the Platform Provider, and, if applicable, set out in the Fee Schedule (available from the links provided in Table 3 below).
- 5.2. **Authorisation to deduct Platform Provider Fees etc.** You confirm and direct that where we, our affiliates, or our Third-Party Service Providers receive a request or instruction from the Platform Provider to deduct any amounts (including Platform Provider Fees) from: **(i)** funds received by us on your behalf prior to settlement into your account; or **(ii)** the settled funds in your Wallet or your Global Account, as applicable, then such party shall comply with that request or instruction pursuant to information provided by the Platform Provider, without the need for such party to verify that such amounts are accurate or are in fact owed by you to the Platform Provider or Airwallex (as applicable), and shall transfer the relevant amount to the Platform Provider.
- 5.3. The amount of Platform Provider Fees applicable to the products and services provided to you by the Platform Provider under the Platform Agreement ("**Platform Services**") will be governed by the terms of the Platform Agreement. Except where required by Applicable Law, Airwallex

and its affiliates are not responsible for and have no control over any Platform Provider Fees or other amounts that the Platform Provider may require you to pay.

5.4. In the event that you wish to withdraw your authorisation for the deduction of the fees that are payable by you to the Platform Provider under the Platform Agreement ("**Platform Provider Fees**"), you must inform us in writing and at least one working day before the next deduction is due to be deducted from your Wallet or your Global Account, as applicable. You will need to tell the Platform Provider that you've withdrawn the authorisation, and in any event you hereby consent to us informing them that you have done so.

5.5. Upon receipt by us of a notice pursuant to clause 5.4 above, any authorisation provided by you for deductions pursuant to clause 5.2 shall be deemed to have been revoked and we will cease to accept instructions for such deductions from the Platform Provider.

## 6. REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties in the Customer Agreement, you represent and warrant that you:

6.1. have the right, power and authority, including under Applicable Law, to enter into these Scale User Terms and to perform all of your obligations under it; and

6.2. will provide us with accurate, up-to-date and complete information at all times where requested to do so.

## 7. SHARING OF DATA

7.1. You acknowledge and agree that we and the Platform Provider may share your Customer Data between us, including personal information and transactional data. When we receive any of your Customer Data from the Platform Provider we will use it in accordance with these Scale User Terms, the Customer Agreement and our Privacy Policy.

7.2. For the purposes of these Scale User Terms, the 'Agreed Purposes' for us to collect, hold, use or disclose such personal information under these Scale User Terms are to:

7.2.1. provide Scale Activities to you and manage our relationship with you;

7.2.2. enable us to comply with all Applicable Law, including conducting anti-money laundering, financial crime and other screening checks;

7.2.3. enable us to share Customer Data with our affiliates, applicable Third-Party Service Providers, and the Platform as necessary for Airwallex and such parties to provide the Scale Activities; and

7.2.4. enable us to comply with the Customer Agreements.

## 8. CONFIDENTIAL INFORMATION

8.1. Each Party shall:

8.1.1. keep confidential the details of the negotiations leading up to and these Scale User Terms and all information, whether in written or any other form, which has been disclosed to it by or on behalf of the other Party in confidence or which by its nature ought to be regarded as confidential (including, without limitation, any business information in respect of the other Party which is not directly applicable or relevant to the arrangements contemplated by these Terms); and

8.1.2. permit access to its officers, subsidiaries, affiliates, banking partners, employees and representatives (where applicable) and ensure its officers, subsidiaries, affiliates, banking partners, employees and representatives (where applicable) keep secret and treat as confidential all such documentation and information.

8.2. Clause 8.1 does not apply to information:

- 8.2.1. which becomes public after the Scale Terms commence, except in consequence of an act or omission by the other Party to these Terms in contravention of the obligations in Clause 8.1;
- 8.2.2. made available to the recipient Party by a third party who is not under any obligation of confidentiality in respect of such information to the other Party or which has been disclosed under an express statement that it is not confidential;
- 8.2.3. which has been independently developed by the recipient Party otherwise than in the course of the exercise of recipient Party's rights under these Scale Terms;
- 8.2.4. made available to either Party's legal or professional advisers provided it is made available under strict confidentiality obligations and solely for the purpose of professional advice; or
- 8.2.5. which the recipient Party proves was already known to it before receipt from the disclosing Party.

8.3. Clause 8.1 shall allow for permitted disclosures:

- 8.3.1. to the extent required to be disclosed by any Applicable Laws or by any recognised stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the Party making the disclosure is subject, whether or not having the force of law; or
- 8.3.2. to any applicable tax authority either to the extent required by a legal obligation or to the extent reasonably required to assist the settlement of the disclosing Party's tax affairs or those of any of its shareholders or any other person under the same control as the disclosing Party;
- 8.3.3. provided that the Party disclosing the information shall notify the other Party of the disclosure (and of the circumstances in which the disclosure is required) as early as reasonably possible before or after such disclosure is made, and shall take all reasonable action to avoid and limit such disclosure, except in circumstances where such notification or action by the notifying Party is not permitted by Applicable Law.

**9. DISPUTES WITH PLATFORM PROVIDER AND RELATED LIABILITY**

- 9.1. You acknowledge that we, our affiliates, and applicable Third-Party Service Providers have no control over or responsibility or liability for the actions or failures of the Platform Provider. This means, for example, that we are not liable if the Platform Provider fails to transfer funds to you in accordance with the Platform Agreement.
- 9.2. In the event of any complaint or dispute between you and the Platform Provider, you must settle the dispute directly with the Platform Provider in accordance with your Platform Agreement. Such disputes cannot be dealt with under these Scale User Terms.

We, our affiliates, and our Third-Party Service Providers are not liable for the Platform Services. Platform Provider is solely responsible for the Platform Services. We, our affiliates, and our Third-Party Service Providers are not responsible for and do not guarantee the performance of Platform Services. Airwallex, its affiliates and Third-Party Service Providers are not responsible for the acts or omissions of Platform Provider, and Airwallex, its affiliates and Third-Party Service Providers will not be liable for any loss caused by a Platform Provider.

9.3. You are solely responsible for, and we have no responsibility or liability for:

- 9.3.1. any obligations that you owe to the Platform Provider under your agreement(s) with them; or

9.3.2.your compliance with Applicable Law.

## 10. INDEMNITY

In addition to the indemnities set out herein and in the other Airwallex Agreements, 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:

- 10.1. us acting on any of your instructions which have been given by you or by the Platform Provider acting with your authority;
- 10.2. your gross negligence or willful misconduct in your performance of these terms and conditions;
- 10.3. your breach of Applicable Law;
- 10.4. your breach of these Scale User Terms;
- 10.5. Airwallex shall indemnify you and keep you indemnified on demand against all losses, damages, costs (including legal fees) and expenses incurred or suffered by you in connection with or as a result of:
  - 10.5.1. Airwallex's breach of Applicable Law; or
  - 10.5.2. our gross negligence or willful misconduct in our provision of the Airwallex Services.
- 10.6. Airwallex shall indemnify you and keep you indemnified on demand against all losses, damages, costs (including legal fees) and expenses incurred or suffered by you in connection with or as a result of any claim made against you by a third party alleging that the Airwallex Services provided to and used by you in accordance with the Customer Agreement, or any and all hardware, software, application programming interfaces, user interfaces, and other technology that Airwallex uses to provide and make available the Airwallex Services ("**Airwallex Technology**") infringe or misappropriate the intellectual property rights of the third party making the claim (each such claim, a "**Third-Party IP Claim**").
  - 10.6.1. Airwallex's obligations in this Section 10.6 do not apply if the allegations do not specify that the Airwallex Services or Airwallex Technology form the basis of the Third-Party IP Claim, or to the extent the Third-Party IP Claim arises out of: (i) your breach of this Agreement; or (ii) your negligence, fraud or willful misconduct.
  - 10.6.2. You must promptly notify Airwallex of the Third-Party IP Claim for which you seek indemnification; however, any delay or failure to notify will not relieve Airwallex of its obligations under this Section 10.6, except to the extent Airwallex has been prejudiced by such delay or failure. You must give Airwallex sole control and authority to defend and settle the Third-Party IP Claim, but: (i) you may participate in the defense and settlement of the Third-Party IP Claim with counsel of your own choosing at your own expense; and (ii) Airwallex will not enter into any settlement that imposes any obligation on you (other than payment of money, which Airwallex will pay) without your consent. You must reasonably assist Airwallex in defending the Third-Party IP Claim.
  - 10.6.3. Airwallex may in its discretion and at no additional expense to you: (i) modify the Airwallex Services or Airwallex Technology so that they are no longer claimed to infringe or misappropriate intellectual property rights of a third party; (ii) replace the affected Airwallex Services or Airwallex Technology with a non-infringing alternative; (iii) obtain a license for you to continue to use the affected Airwallex Services or Airwallex Technology; or (iv) terminate your use of the affected Airwallex Services or Airwallex Technology upon thirty (30) days' notice.
  - 10.6.4. This Section 10.6 states Airwallex's sole liability, and your sole and exclusive right and remedy, for infringement by the Airwallex Services or Airwallex Technology, including any Third-Party IP Claim.

## 11. LIMITATION OF LIABILITY

- 11.1. Neither Party limits or excludes its liability for:
  - 11.1.1. Death or personal injury caused by its negligence or the negligence of its employees;
  - 11.1.2. Fraud or fraudulent misrepresentation by it or its employees;
  - 11.1.3. Any liability to the extent that it cannot be limited or excluded by Applicable Laws.
- 11.2. You assume responsibility in full for any direct losses arising from all Payment Transactions entered by you or your Users using authorised usernames and passwords.
- 11.3. We assume responsibility in full for any direct losses arising from: **(a)** our breaches of confidentiality or data security provisions contained herein; or **(b)** any failure to pay monies to the designated beneficiary, unless the reason for such non-payment is provided for herein or in the Customer Agreement.

Notwithstanding anything to the contrary herein, each Party's liability under Sections 11.2 or 11.3 in respect of each claim or dispute shall not exceed the actual amount that was subject to the Payment Transaction.

## 12. TERMINATION AND SUSPENSION

- 12.1. **Termination by either Party.** Either Party may terminate the Scale User Terms as a Service in accordance with the Airwallex Agreements.
- 12.2. **Termination of Platform Provider Scale Agreement.** We reserve the right to without notice immediately suspend or terminate these Scale User Terms immediately in the event the Platform Provider Scale Agreement is terminated.
- 12.3. **Termination of the Platform Agreement.** We acknowledge that a Platform Agreement may be terminated by you or the Platform Provider pursuant to its terms. In the event you issue or receive a notice to terminate the Platform Agreement you must immediately notify us in writing of the effective date of that termination. You agree that we have no liability or responsibility for deductions made pursuant to clause 5.2 of these Scale User Terms that may occur after the termination of the Platform Agreement, but before you've informed us of that termination.
- 12.4. In event of termination of the Scale User Terms, you acknowledge and agree that we may continue to comply with instructions from the Platform Provider under clause 5.2, up to the date termination takes effect.
- 12.5. You agree and consent to us informing the Platform Provider in the event that we issue or receive a notice of termination under clause 12.1 or 12.2.
- 12.6. Upon termination of the Scale User Terms under clause 12.1, 12.2 or 12.3 we confirm that:
  - 12.6.1. we will cease to provide access to or share your Customer Data with the Platform Provider after termination, except those required for regulatory reasons or to reconcile transactions prior to termination; and
  - 12.6.2. any authorisation provided by you for deductions pursuant to clause 5.2 shall be deemed to have been revoked and we will cease to accept instructions for such deductions from the Platform Provider.

**Table 3**

<b>If you are a Customer established in:</b>	<b>Airwallex means<sup>‡</sup>:</b>	<b>Airwallex Standard Fee Schedule</b>
		<p>*These are the Airwallex standard Service Fees agreed with respect to the Airwallex Services are, unless otherwise agreed under the Customer Agreement or otherwise agreed between you and the Platform Provider, set out in the Fee Schedule</p>
<b>Any European Economic Area Member State</b>	Airwallex (Netherlands) B.V.	<b>Fee Schedule*</b> <a href="https://www.airwallex.com/eu/nl/terms#fee-schedule">https://www.airwallex.com/eu/nl/terms#fee-schedule</a>
<b>United Kingdom</b>	Airwallex (U.K.) Limited	<b>Fee Schedule*</b> <a href="https://www.airwallex.com/uk/terms/fee-schedule">https://www.airwallex.com/uk/terms/fee-schedule</a>