

# 1. Definitions

Capitalised terms not defined in these Terms of Use have the meaning given to them in the General Terms.

Term	Meaning
<b>Account</b>	Your account with Airwallex .
<b>Account Details</b>	Airwallex's record of your Account containing details including BSB, account number, account name, your full legal account name, any other name you prefer us to use and Account activity.
<b>Airwallex , we , us , our</b>	Airwallex Pty Ltd (ABN 37 609 653 312, AFSL 487 221) and, where relevant, Airwallex SVF Pty Ltd (ABN 72 672 923 438) or any other Airwallex Group Company that provides the Confirmation of Payee Service.
<b>Business Day</b>	A day (other than a Saturday, Sunday or public holiday) on which banks are open for business in Melbourne, Victoria.
<b>Confirmation of Payee Service</b>	The service which enables you to confirm the account name of the BSB and account number you want to make a payment to.
<b>General Terms</b>	The Airwallex General Terms Australia (as amended from time to time) which govern your broader use of Airwallex Services.
<b>NPP</b>	The New Payments Platform operated by NPP Australia Limited.
<b>Payment</b>	Electronic payment cleared and settled by participating financial institutions.

**Privacy Law**

The Privacy Act 1988 (Cth) and regulations made under that Act.

**you , your**

The Account holder, whether that be an individual, a group of 2 or more individuals that are joint holders of the relevant Account, or a business organisation, that is our customer. You confirm that you are acting for business or commercial purposes and not for personal, domestic or household use.

## **2. Confirmation of Payee**

The Confirmation of Payee Service allows you to confirm the account name of the BSB and account number you want to make a Payment to. The Service forms part of the “Services” described in the General Terms and is subject to those General Terms (including the Acceptable Use Policy, limitation of liability, indemnity, complaints and governing-law provisions) except to the extent of any inconsistency, in which case these Terms of Use prevail for the Confirmation of Payee Service only.

## **3. Conducting a Confirmation of Payee Lookup**

### **3.1. Your responsibility**

For a Payment using a BSB and account number, it is your responsibility to ensure the BSB and account number you want to pay to is correct. The Confirmation of Payee Service may provide you with a view on the likelihood that the account name you enter matches the account. If the Confirmation of Payee Service response indicates that the details do not look right, you should check the account details with the intended recipient before proceeding with the Payment.

### **3.2 Prohibited conduct**

You must not misuse the Confirmation of Payee Service in breach of these Terms and conditions. We may limit or suspend your use if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money. We may also take any action permitted under the General Terms, including suspending or terminating the Services where required by Applicable Law or where we reasonably believe you are in breach of these Terms.

## **4. Privacy**

**1. Accuracy of Account Details**

We will ensure your Account Details are accurately recorded by us for the use of the Confirmation of Payee Service.

**2. Use and disclosure**

You acknowledge and authorise:

(i) us to use and disclose your Account Details in the Confirmation of Payee Service; and

(ii) payers' financial institutions to use your Account Details for the purposes of the Confirmation of Payee Service and prior to making Payments to you.

**3. Consent under Privacy Law**

To the extent your Account Details and the use of your Account Details constitute disclosure, storage and use of your personal information within the meaning of Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use. Your personal information will also be handled in accordance with the Airwallex Privacy Policy available on our website.

**4. Opt-out**

You may opt-out of the Confirmation of Payee Service in some circumstances. Please contact [support@airwallex.com](mailto:support@airwallex.com).

**5. Government payments**

Notwithstanding opt-out of the Confirmation of Payee Service, you acknowledge and authorise us to confirm, disclose, store and use your Account Details through the Confirmation of Payee Service to government agencies for the purposes of making a Payment to you by government agencies.

**6. Alternative names**

You may provide alternative names to be recorded on your Account in some circumstances. Please contact [support@airwallex.com](mailto:support@airwallex.com).

## **5. Fees**

No additional Service Fee is currently payable by you for use of the Confirmation of Payee Service. If we introduce a fee in the future, we will notify you in accordance with the General Terms and Applicable Law. Any such fee will form part of the "Service Fees" defined in the General Terms.

## **6. Liability and Indemnity**

(a) Our liability to you in relation to the Confirmation of Payee Service is subject to the limitations set out in clause 12 of the General Terms.

(b) You indemnify us, our Affiliates and service providers against Losses incurred in connection with your breach of these Terms of Use or misuse of the Confirmation of Payee Service, as further described in clause 13 of the General Terms.

## **7. Suspension and Termination**

We may suspend or terminate your access to the Confirmation of Payee Service in accordance with clause 17 of the General Terms, including where:

- we reasonably suspect fraud or unlawful conduct;
- you are in breach of these Terms of Use, the General Terms or Applicable Law;
- the Service is withdrawn by NPPA or we are required to do so by a Regulatory Body.

## **8. Complaints**

Please let us know if you have a complaint. Our internal dispute-resolution procedure is set out clause 18 of the General Terms.

## **9. Governing Law**

These Terms of Use are governed by the laws of Victoria, Australia and are subject to the exclusive jurisdiction of the Victorian courts, as provided in the General Terms.