



# **Acceptable Use Policy**

**Australia**

11 February 2022

## **ACCEPTABLE USE POLICY AUSTRALIA**

This Acceptable Use Policy ('**policy**') sets out the terms under which you may access and use any of our Services. It applies as soon as you access and/or use our Services. Check the Payout and FX Terms ('**Client Agreement**') for the meaning of defined words (those with capital letters).

### **What you cannot do**

You may use our Services only for lawful purposes. You may not use our Services:

- in any way that breaches any applicable local, national or international law or regulation or causes Airwallex to breach any applicable law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- for anything that is abusive or does not comply with our content standards;
- for any unsolicited or unauthorised advertising or promotional material or any other form of spam;
- to deal in harmful programs like viruses or spyware or similar computer code designed to adversely affect the operation of any computer software or hardware;
- in any way that would locally or internationally evade any applicable taxes or facilitate tax evasion;
- for personal purposes, if you are approved to use Airwallex services for business purposes; or
- for business purposes, if you are approved to use Airwallex services for personal purposes.

We do not provide our Services to any person (including businesses) who is engaged in, or deals with, any of the following:

- all sanctioned countries prohibited both directly and indirectly;
- archaeological and cultural relics, such as the unlicensed export and trade of Iraqi Cultural Property;
- tobacco and e-cigarette products;
- marijuana, CBD Oil, and any drug-related paraphernalia;
- products or services which promote or encourage discrimination, including discrimination on the basis of race, sex, religion, nationality, disability, sexual orientation or age;
- the sale or distribution of any product or service that requires a government licence, where the customer lacks such a licence;
- multi-level marketing businesses;
- goods or services which violate the intellectual property rights of a third party;
- telemarketing;
- facilitation, sale or distribution of chemicals;

- facilitation, sale or distribution of prescription medications, unless the prescription is written by an Australian registered doctor and dispensed by an Australian registered pharmacist;
- unlicensed export or re-export of US origin goods, services or technology;
- import or export of specified 'dual use goods' listed on the defence and strategic goods list;
- 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;
- investing in virtual currencies through non-registered digital currency exchanges;
- the sale of identity documents, receipts or invoices, personally identifiable information, certificate issuing or stamp carving;
- adult entertainment and services, including pornography, matchmaking websites, dating, escort services and sale and/or advertising of sexual services;
- arms and weapons manufacturers and suppliers;
- money service businesses, finance or exchange houses;
- insurance sales;
- surrogacy services;
- examination services;
- interactive video platforms and chatting services;
- transactions made for no genuine commercial purpose, such as the pooling of funds between multiple parties or the cashing out of credit or stored value cards;
- debt collection agencies;
- regulated medical devices and services, including fetal gender diagnosis;
- pay-day or consumer lending businesses;
- FX speculation;
- acquiring and merchant settlement;
- pawn shops, bid to win or auction type services, or 'rent to buy' type businesses;
- sale of loose precious metals, jewels, and stones such as gold, titanium, platinum, diamonds, etc;
- money remittance; or
- other businesses or transactions outside of our risk appetite in accordance with our internal policies, our banking partners' policies or the policies of participants in our payment network.

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

- charities, non-government organisations or not-for-profit organisations;
- trusts (unless they are established in Canada, EEA, the United Kingdom, Switzerland, Australia, New Zealand or the United States);
- bearer shares or entities having bearer share company in their ownership chain;
- money service businesses or any business that carries on the activity of:
  - operating a bureau de change or currency exchange service;

- transmitting money, or any representation of monetary value, by any means, on behalf of any other person or entity other than yourself;
- cashing cheques which are made payable to customers; or
- private-to-private money remittance involving cash;
- banks that do not have a physical presence in any country (ie, “shell banks”);
- investment companies or companies which facilitate or deal directly in the investments of their customers, including the sale or trade of primary commodities such as crude oil;
- investment companies where virtual currency is the sole asset class;
- investment companies offering exposure to virtual currency price fluctuations without direct ownership;
- companies that accept virtual currency as payment, except where a regulated acquirer converts the virtual currency to fiat currency;
- companies which carry on a business of issuing, dealing, mining, mixing, trading or exchanging virtual currencies;
- virtual currency ATM providers;
- companies which carry on a business of issuing, trading or collecting non-fungible tokens (NFTs);
- companies which carry on a business of gaming currency trading, collecting or facilitating a secondary market for gaming currency;
- companies that provide transmission of tuition and accommodation fees services; or
- 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.

You also agree:

- not to copy or use any part of our Services in contravention of the provisions of our Client 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 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 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; or
- receiving your own funds from other legitimate business sources.

You may only fund payments from a bank account in your own name to the account number we provide to you in connection with the Payment Services.

You must not use our Services for the following purposes:

- receiving payouts or withdrawals from electronic money platforms/services/providers;
- receiving payouts from short-term lenders;
- unless we have approved in advance, conducting payouts or collecting funds on behalf of any other person or entity (including any of your sister entities or parent company) other than yourself; or
- conducting your business or using the Services in a manner that is likely to result in complaints, disputes, reversals, chargebacks or other liability (directly or indirectly) to Airwallex, other customers of Airwallex, third parties or you.

### **Content standards**

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

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

These contributions or 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, sex, 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;
- 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 utilises our Services, you

- must have robust policies, procedures and processes regarding restricted or prohibited content and users' code of conduct to (x) monitor, detect, restrict and remove inappropriate offensive or illegal content that might have a negative impact our goodwill, reputation or reputation and (y) block, blacklist and remove users of your website or online platform that provide 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 enter into any disciplinary process by the regulatory authorities or become aware of any content on your website or online platform or any services you provide are likely to infringe on any third-party rights, violate applicable laws or have negative impact on your reputation.

### **Supported Currencies**

The Services we offer relate to a range of Supported Currencies. The Supported Currencies may differ depending on the Service and may change from time to time as we add additional capability or are required to remove or change existing capabilities.

### **Transaction limits**

Unless you have received approval for a higher limit, you can only make a transaction involving a foreign currency conversion where your open positions or unsettled transactions do not exceed USD100,000 (or its equivalent) at the time of requesting the transaction with us. If you structure multiple transactions to exceed this amount, we may block those transactions.

We may review our internal credit risk policies from time to time and adjust our transaction limits in line with those policies. If we lower the transaction limit, we will give you reasonable notice of such change.

### **Fair use**

You should use our Services in a fair and reasonable manner. This means that you should not make excessive payouts or Employee Cards using our Services.

If you need to make more than 500 payouts per month or more than 200 international payouts per month, then please discuss with your account team about a custom plan.

If you need more than two (2) physical Employee Cards per Employee Cardholder, then please discuss with your account team about a custom plan.

If you are an enterprise customer with customised pricing, these limits will not apply to your use of our Services via API.

## **Suspension and termination**

We alone will determine whether there has been a breach of this policy through your use of our Services.

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

- 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;
- immediate, temporary or permanent removal of any posting or material uploaded by you;
- return of funds to the sender (including to cooperate with a fund recall request from one of our banking partners);
- issue of a warning;
- legal action against you including proceedings for reimbursement of all costs on an “all expenses” basis; and/or
- reporting and disclosure of information to law enforcement authorities; and
- anything permitted in your Client Agreement with us.

## **Other policies**

This policy does not limit any of our rights in our agreements with you or 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 at any time by amending this page. You will want to check it regularly as it is legally binding on you.