



Third Party App Terms

Australia

February 2020

THIRD PARTY APP TERMS AUSTRALIA

From time to time, Airwallex Pty Ltd (ABN 609 653 312) and its related entities ('Airwallex', 'us' or 'we') will provide Customers with the opportunity to share data associated with their Airwallex account ('Account Data') with applications ('Third Party Apps') created by third parties ('3Ps').

By connecting your user account to a Third Party App or otherwise granting a 3P access to Account Data, you agree to be bound by these terms and conditions ('Third Party App Terms').

These Third Party App Terms constitute Additional Terms that apply to your use of Third Party Apps and is incorporated to form a part of the Payment and FX Terms as if set out in the Payment and FX Terms in full. Capitalised terms which are not defined here have the meanings given to them in the Payment and FX Terms. To the extent of any inconsistency with the Payment and FX Terms, these Third Party App Terms will prevail to the extent the inconsistency relates to Services described here.

1. Transfer of Account Data

You acknowledge and agree that:

- Airwallex will transfer Account Data to the 3P in reliance on the consent you have provided to that 3P or to us;
- if the Account Data comprises of any personal information about any third party, you have obtained the consent of such third party to the disclosure or the disclosure is otherwise in compliance with applicable Data Protection Legislation; and
- such transfer will be subject to the 3P's terms of use, privacy policy and any other terms and conditions that the 3P stipulates will apply to the transfer (together, the "3P Terms"), and you will be required to enter into these 3P Terms with the 3P directly.

You understand that your rights to Account Data and Airwallex's control over Account Data will be impacted by the operation of the 3P Terms.

For example, the 3P Terms may stipulate that any data transferred to them may be used for a wide variety of purposes such as advertising and data analytics. The 3P may also have different retention policies from ours, which will determine how long they will keep Account Data for.

You should always review the applicable 3P Terms before granting a 3P access to Account Data.

2. Transfer of personal information

Although Airwallex has implemented privacy by design principles and taken security measures to ensure that any transfer of Account Data will not include personal information, we cannot and do not guarantee that this will always be the case. For example, personal information may be included in the narratives of transaction data.

3. Removing 3P access to Account Data

Airwallex has the sole discretion to:

- suspend or terminate a 3P's access to Account Data; or
- cease providing Customers the opportunity to grant 3Ps access to Account Data,

at any time. However, we will endeavour to provide you with reasonable notice prior to taking any of these actions.

You can also remove a 3P's access to Account Data at any time by changing the settings of your user account or contacting us at support@airwallex.com.

Removing a 3P's access does not necessarily mean that the 3P will delete Account Data that has been transferred to their systems. Please contact the 3P directly if you have any questions on how they will use Account Data.

4. Intellectual Property Rights

Airwallex and its licensors own all Intellectual Property Rights in and to Account Data. These Third Party App terms do not transfer from Airwallex to you, a 3P or any third party, any ownership rights we have in and to Account Data.

5. Disclaimer

Airwallex does not warrant or guarantee that Account Data will be accurate or complete or that any transfer to 3Ps of Account Data will be ongoing, uninterrupted or error free. Airwallex makes no representations and disclaims all warranties, express or implied, regarding Third Party Apps (including their use of Account Data). Use of Third Party Apps is entirely at your own risk.

6. Liability

Direct Losses. Airwallex will not be liable for any loss or damage suffered or incurred by you arising out of use or receipt of our services in connection with Third Party Apps, including any loss or damage arising out of or in connection with the 3P's use of Account Data (including loss of Account Data), any fault, error, interruption, delay, omission or failure (whether within or beyond our control) or any inaccuracy, omission or incompleteness of content comprised in Account Data or any omission of ours. In relation to obligations we cannot exclude by law, our total liability to you in respect of any loss or damage is limited to \$AUD 100.

Indirect Losses. We will not be liable to you for any loss of profit or business revenue, reputation, goodwill, business or business contracts, use, anticipated savings, loss or corruption or destruction of data, loss arising from the transmission of viruses or any costs, damages or claims (whether direct or indirect), or any indirect or consequential loss or damage suffered by you (including any liability incurred to a third party) in connection with use of Third Party Apps, including as a result of any negligence of ours and whether or not we were advised in advance of the possibility of such loss or damage, as a result of any fraudulent use, misuse or misappropriation of any user account, or as a result of any act committed by another person in connection with your use of our websites.

Limitation of liability. These limitations in liability apply in addition to the provisions set out in the Payment and FX Terms and regardless of whether an action arises in contract, tort (including negligence), strict liability or otherwise and will survive the expiry or termination of the Agreement.

7. Changes to these terms

We reserve the right to make changes to these Third Party App Terms from time to time by posting an updated version on our website. We will consider that you have accepted the proposed changes if you continue to use the Services described in these Third Party App Terms.

8. Contact us

If you have any questions on the content of Account Data that may be transferred or any other queries, please contact us at support@airwallex.com.