



# **Acceptable Use Policy**

**Australia**

1 July 2020

## **ACCEPTABLE USE POLICY AUSTRALIA**

This acceptable use 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 Payment & FX Terms 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; or
- in any way that would locally or internationally evade any applicable taxes or facilitate tax evasion.

We do not provide our Services to businesses or support transactions which involve:

- all sanctioned countries prohibited both directly and indirectly;
- archaeological and cultural relics, such as the unlicensed export and trade of Iraqi Cultural Property;
- tobacco & 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 license, where the customer lacks such a license;
- 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;
- 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;

- casino's, 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;
- cryptocurrencies;
- the sale of identity documents, receipts or invoices, personally identifiable information, certificate issuing or stamp carving;
- tradeable and/or redeemable virtual currencies;
- 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;
- pawn shops, bid to win or auction type services, or 'rent to buy' type businesses;
- precious metals and stones, including conflict minerals such as gold, Cassiterite, Columbite-tantalite, Wolframite, or conflict diamonds;
- private-to-private money remittance involving cash;
- 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 including unregistered charities;
- trusts (unless they are established in Canada, EEA, 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;
  - 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;

- 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;
- 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 approve, conducting payouts or collecting funds on behalf of any other person or entity other than yourself, including any sister entities or parent company;
- setting up direct debits on your Global Account;
- conducting your business or using the Services in a manner that is likely to result in complaints, disputes, reversals, chargebacks or other liability 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 utilizes our Services. Content includes any information, data, communication, video, text, graphics, photos sounds, music, audiovisual works, 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 utilizes 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. We have set out an indication of the different Supported Currencies for the relevant Service or feature of the Service below. The Supported Currencies may change from time to time as we add additional capability or are required to remove or change existing capabilities.

**Payment Currencies.** We set out in our [Payout Guide](#) details of how you can make payments to supported jurisdictions and in what currencies. These include the following currencies:

Major Currency	Exotic Currency
AUD	IDR
SGD	PHP
HKD	INR
GBP	MYR
USD	VND
CHF	LKR
EUR	BDT
JPY	NPR
CAD	TRY
NZD	PKR
CNY	THB
	KRW

**Collection Currencies (Global Account).** We support collection of funds through approved Global Accounts as follows:

Collection Currency	Account Domicile
EUR	Germany (EU)
GBP	Germany (EU)
USD	United States of America

**Funding Currencies.** We allow you to pay funds to the Wallet in the following currencies: AUD, NZD, USD, EUR, HKD, CNY, GBP, JPY, SGD, CAD, CHF.

**Wallet Currencies.** We allow you to hold the following currencies in the Wallet: AUD, NZD, USD, EUR, HKD, CNY, GBP, JPY, SGD, CAD, THB, CHF and KRW.

**Card Currencies.** If you are approved to request and use Cards, certain currencies will be permitted for Card payments. If the transaction is in the transaction currency then the funds will be deducted from the balance held in the billing currency specified in the table below.

Transaction Currency	Billing Currency
AUD	AUD
SGD	SGD
HKD	HKD
GBP	GBP
USD	USD
THB	THB
CHF	CHF
EUR	EUR
JPY	JPY
CAD	CAD
NZD	NZD
All other supported currencies	AUD (Base Currency)

**Payment Facilitation Currencies.** We currently support WeChat payment acceptance in CNY and AUD in Australia. We presently settle funds as follows:

Transaction Currency	Settlement Currency
AUD	AUD
CNY	AUD

**Other restrictions.** We may place other restrictions on the currencies you may convert from one currency into another currency. Please contact us if you would like further details on these restrictions.

### **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.

### **Suspension and termination**

We alone will determine whether there has been a breach of this acceptable use 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;
- 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 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.