

## PLATFORM USER SCALE TERMS

### 1 INTRODUCTION

- 1.1 These terms ("**Scale Terms**") are between you and Airwallex (Hong Kong) Limited ("**us**"/"**we**"), together the "**Parties**".
- 1.2 These Scale Terms set out the terms governing the relationship that apply to our performance of the Scale Activities and how you use our related services.
- 1.3 The Platform has entered into a separate agreement with us for the performance of Scale Activities. We will perform Scale Activities to facilitate payments, where a payment is made by the Platform on your behalf.
- 1.4 These Scale Terms are supplemental to, form part of, and must be read together with the Payment and FX Terms.
- 1.5 Capitalised terms in these Scale Terms are as defined in the Payment and FX Terms or in these Scale Terms.
- 1.6 You can see the most current version of these Scale Terms and the Payment and FX Terms on our website [www.airwallex.com](http://www.airwallex.com). You can also download a copy of these Scale Terms and keep it for future reference or ask us for a copy at any time.
- 1.7 To the extent there is a conflict between the Payment and FX Terms and these Scale Terms, the Scale Terms will prevail.

### 2 TERM

These Scale Terms shall be in full force from the Commencement Date until these Scale Terms or the Payment and FX Terms are terminated in accordance with the Payment and FX Terms ("**Term**").

### 3 SCALE ACTIVITIES

- 3.1 We shall perform our Scale Activities for the Term. Performance of Scale Activities shall involve us making payments from your Global Account upon instructions by the Platform Provider, in accordance with the terms of these Scale Terms and the terms we have in place with the Platform Provider.
- 3.2 You grant the Platform Provider full access to your Airwallex Profile and authority to operate and give instructions regarding your accounts with Airwallex including but not limited to your Global Account. Any actions taken or instructions given by the Platform Provider with respect to your Airwallex Profile and Airwallex accounts will be deemed yours. We have no obligations to verify or check whether any actions taken or instructions given by the Platform Provider are consistent with your intention or your agreement with the Platform Provider.
- 3.3 Scale Activities, insofar as they are services provided to you, form part of the Services set out in the Payment and FX Terms.
- 3.4 By using the Services, you confirm that you accept and agree to these Scale Terms together with the Payment and FX Terms.

Except as expressly stated in these Scale Terms, we will provide the Scale Activities to you on an “as is” “as available” basis without any warranties, conditions and terms, whether express or implied by statute, common law or otherwise (including any implied warranties of satisfactory quality or fitness for a particular purpose or non-infringement), which are excluded to the fullest extent permitted by Applicable Law. We do not make any commitments about content or data in connection with the Scale Activities, the specific functions of the Scale Activities or their accuracy, reliability, availability or ability to meet your needs. We cannot guarantee that the Scale Activities will operate uninterrupted or error-free, that it will always be available, that the information it contains is current or up-to-date, that it will be free from bugs or viruses, or never be faulty. Occasionally we may have to interrupt your use of the Scale Activities. In such a case we will restore access as quickly as practicable.

#### **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 these Scale Terms.
- 4.2 The Platform Provider may refer you to us so that you can apply to use the Platform Services. The Platform Provider may do so by providing you with a link to our website. The Platform Provider may also provide you with a code or unique identifier. You agree to follow any instructions of the Platform Provider in relation to the use of any link, code or unique identifier provided to you by the Platform Provider and if you do not do so, we may not be able to perform the Scale Activities.
- 4.3 You undertake to immediately inform us of any material breach by you of or inability to comply with Applicable Law, these Scale Terms or Payment and FX Terms.

#### **5 PAYMENT INSTRUCTIONS AND PLATFORM FEES**

- 5.1 **Authorisation to receive Payment instructions from the Platform Provider.** You hereby authorise us to receive Payment instructions from the Platform Provider (on your behalf) for any amounts you need to pay including but not limited to fees owed to it from time to time, without the need for us to verify that such amounts are in fact needed to be paid by your or owing as between you and the Platform Provider. You must pay sufficient funds into the Intermediary Account to cover the full amount of Payment on or before the Settlement Cut-Off. If you do not have sufficient funds in your Intermediary Account to cover the full amount, we may deduct or set-off such amount against any funds collected and held for you in your Global Account.
- 5.2 **Platform Fees.** The cost of the Platform Services will depend on your agreement with the Platform Provider and should be made clear in your Platform Agreement. We are not responsible for and have no control over any Platform Fees or other amounts that the Platform Provider may charge you for the Platform Services or require you to pay.
- 5.3 If you do not ensure that sufficient funds are transferred to the Intermediary Account and the funds in your Global Account are insufficient to off-set a Payment instruction, we may refuse to provide the Services to you. We may also take reasonable steps to recover any amount owing to us, for example by taking legal action or using debt collection services, and may charge you for the reasonable cost of these services.
- 5.4 Your Platform Agreement may provide the Platform Provider with a right to view information in

relation to your Airwallex account or do other things concerning the Platform Services. Where this is provided for in the Platform Agreement, you agree that the Platform Provider will be appointed as an Authorised User pursuant to the Payment and FX Terms with the authority to view information concerning your Global Account and do such things on your behalf as is set out in the Platform Agreement.

## **6 REPRESENTATIONS AND WARRANTIES**

In addition to the representations and warranties in the Payment and FX Terms, you represent and warrant that you:

- a) have the right, power and authority, including under Applicable Law, to enter into these Scale Terms and to perform all of your obligations under it; and
- b) will provide us with accurate, up-to-date and complete information at all times.

## **7 SHARING OF DATA**

7.1 You acknowledge and agree that we and the Platform Provider may share your Payee Data, including your personal data, with each other. When we receive any of your Payee Data from the Platform Provider we will use it in accordance with the Payment and FX Terms and our privacy policy.

7.2 For the purposes of these Scale Terms, the 'Agreed Purposes' for us to collect, use, store or otherwise process such personal data under these Scale Terms are:

- a) provide Scale Activities to you and manage our relationship with you;
- b) to enable us to comply with all Applicable Law, including conducting anti-money laundering, financial crime and other screening checks; and
- c) to enable us to comply with these Scale Terms, the Payment and FX Terms with you and the Platform Provider, the Platform Scale Terms and our Privacy Policy.

## **8 DISPUTES WITH PLATFORM PROVIDER AND RELATED LIABILITY**

8.1 You acknowledge that we have no control over or responsibility for the actions or failures of the Platform Provider. This means, for example, that we are not liable if:

- a) the Platform Provider fails to direct us to transfer funds in accordance with the Platform Agreement or fails to do so in a timely fashion;
- b) the Platform Provider fails to provide any services or breach any obligations to you; or
- c) the Platform Provider gives us incorrect, incomplete, inaccurate or otherwise inadequate instructions including but not limited to Settlement Data, or delays giving us instructions, relating to payments made by you.

8.2 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 Terms.

8.3 We are not liable for the Platform Services or the Platform Provider. The Platform Provider is solely responsible for the Platform Services. We are not responsible for and do not guarantee the performance of the Platform Services or any agreements you enter into with your payees. We are not responsible for the acts or omissions of the Platform Provider and we will not be liable for any loss caused by a Platform Provider.

8.4 We are not liable for your obligations. You are solely responsible for, and we have no responsibility or liability for:

- a) any obligations you have with respect to your employees, customers or suppliers ;
- b) any obligations that you owe to the Platform Provider, or your employees, customers or suppliers; or
- c) your compliance with Applicable Law.

## **9 INDEMNITY**

You will indemnify us (and Clause 18 of the Payment and FX Terms will apply) 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:

- a) any agreement you enter into with your employees, customers or suppliers;
- b) us acting on any of the Platform Provider's or your instructions which we reasonably believe to have been given by you or by the Platform Provider;
- c) you not transferring sufficient funds to the Intermediary Account and the funds in your Global Account not being sufficient to cover (or set-off) the full amount of Payment for the Platform Fees or any other amounts (including any chargeback, reversal of a transaction, or deduction of fees) due to the Platform Provider or us;
- d) your breach of your obligations to the Platform Provider, or your customers or users; or
- e) your breach of Applicable Law;
- f) your breach of these Scale Terms;
- g) your use or misuse of our Scale Activities;
- h) any loss related to:
  - (i) any complaints, lawsuits, damages, fines or deduction of fees;
  - (ii) your breach of your obligations to a Platform Provider or your employees, customers or suppliers, or the Platform Agreement; or
  - (iii) any disputes between you and Platform Provider or between you and your employees, customers or suppliers.

## **10 TERMINATION AND SUSPENSION**

10.1 The Parties can terminate these Scale Terms in accordance with the Payment and FX Terms.

- 10.2 The termination of these Scale Terms will not terminate the Payment and FX Terms. The Payment and FX Terms can only be terminated in accordance with its terms. However, the termination of the Payment and FX Terms will automatically terminate these Scale Terms.
- 10.3 The termination of the Platform MSA will automatically terminate these Scale Terms.
- 10.4 **Termination of agreement with the Platform Provider.** We reserve the right to without notice immediately suspend or terminate all or any part of our agreement with the Platform Provider, or any of the Services, in accordance with the Platform MSA between us and the Platform Provider. If such agreement or Services are suspended or terminated, we may no longer be able to perform the Scale Activities.
- 10.5 **Termination of Platform Services and access to Scale Activities.** If you no longer wish to use the Platform Services you must terminate your Platform Agreement in accordance with its terms and immediately and in any event within 1 Business Day notify us in writing that you have done so and that you withdraw the authority of the Platform Provider to provide us with instructions on your behalf. You acknowledge and agree that we will continue to make Payment for all outstanding (i) instructions by the Platform Provider before we receive your notice and (ii) Platform Fees as instructed by the Platform Provider for your use of the Platform Services up until the date of termination of your agreement with the Platform Provider, including any Platform Fees that become due and payable after termination, but relate to your use of the Platform Services before termination.

## 11 DEFINITIONS & INTERPRETATION

In these Scale Terms, the following definitions apply.

**Commencement Date** means the date on which we confirm to you that we will provide you with Scale Activities, or commence providing the Scale Activities to you, whichever is earlier.

**Payee Data** means information that describes payees to which Payments are made from your Airwallex accounts.

**Platform** means an online platform or other platform operated by the Platform Provider through which certain services are provided to you.

**Platform Agreement** means the separate agreement(s) you have entered into with the Platform Provider for the provision of the Platform Services.

**Platform MSA** means the master service agreement incorporating the Payment and FX Terms and Platform Scale Terms that we have entered into with the Platform Provider.

**Platform Fees** means the fees that are payable by you to the Platform Provider under the Platform Agreement.

**Platform Provider** means the person that operates the Platform.

**Platform Services** means the products and services the Platform Provider provides to you, including but not limited to enable you to make Payments to your employees, customers and suppliers.

**Scale Activities** means payment services provided by us in accordance with these Scale Terms.

**Settlement Data** means a data file that the Platform Provider undertakes to provide to us in accordance with the Platform Scale Terms, which contains information regarding the payment of funds from your Airwallex accounts.