

EventsAir Pay powered by Airwallex — Terms & Conditions

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1. INTRODUCTION AND DEFINITIONS

1.1 These Terms (the EventsAir Pay **Terms & Conditions**) are between you (**Customer, you or your**), EVENTS AIR PAY (EAP) offered by Centium Software PTY LTD. (ACN: 118 594 479), and Airwallex Pty Ltd ABN 37 609 653 312 (Airwallex).

1.2 The Connected Account Services (defined below) allow Airwallex to accept instructions from EAP and do other activities for you in relation to your use of the Airwallex Services through the EventsAir Pay Platform.

1.3 EventsAir Pay has entered into a separate agreement with Airwallex for the performance of the Connected Account Services (the Connected Platform Agreement).

1.4 In order to use the Airwallex Services, you must maintain an EventsAir subscription, and continue to do so while you have a EventsAir Pay Account.

1.5 These Terms are supplemental to, form part of, and must be read together with, the General Terms and the Payout and FX Terms between you and Airwallex. EAP is not a party to the General Terms, the Payout and FX Terms, but may rely on the consents and authorizations that you provide under these Connected Account Terms.

1.6 These EAP Connected Account Terms are consistent with and Airwallex's Payment and FX Terms; more information and Airwallex's General Terms are available [here](#). Airwallex is not a party to the EAP Terms & Conditions, but may rely on the consents and authorizations that you provide under those terms.

1.7 Capitalized terms in this document shall have the same meaning as defined in the Payout and FX Terms, or as otherwise defined in these Connected Account Terms. To the extent that there is a conflict between the General Terms, the Payout and FX Terms and these Terms & Conditions, as they apply vis-a-vis you and Airwallex, these Connected Account Terms will prevail.

1.8 To the extent that there is a conflict between EventsAir Terms of Service, as they apply vis-a-vis you and EventsAir Pay Terms & Conditions, these Terms & Conditions will prevail.

1.9 For EventsAir Pay powered by Airwallex, your access to Airwallex Services is arranged by EventsAir Pay as Airwallex's authorized representative (No. 001306242).

2. TERM

These Terms & Conditions shall be in full force from the Commencement Date until they are canceled or otherwise terminated in accordance with clause 10 of these Terms & Conditions (the **Connected Term**).

3. CONNECTED ACCOUNT SERVICES

3.1 The Connected Account Services consist of Airwallex performing the following services:

- (a) allowing Airwallex and EAP to exchange information about you which is required to support your application for Airwallex Services;
- (b) allowing Airwallex to accept instructions from EAP to deduct and pay Authorized Amounts from your Wallet;
- (c) allowing Airwallex to accept instructions from EAP in relation to your Airwallex Services; and
- (d) allowing Airwallex to share account information, including transaction data, relating to your use of the Airwallex Services, with EAP.

3.2 Airwallex will perform the Connected Account Services for the Connected Term. Connected Account Services, insofar as they are services provided to you, form part of the Services as set out in the General Terms and the Payout and FX Terms.

3.3 By using the Airwallex Services, you confirm that you accept and agree to these Terms & Conditions together with the General Terms and the Payout and FX Terms (and the additional documents referred to in either of them).

3.4 You acknowledge and agree that Airwallex may split the Net Settlement Amount between you and EAP according to EAP's instructions ("Split Instruction"). You agree that you have given EAP full authorization to give such Split Instructions and authorization to initiate payouts from your Airwallex account to your designated bank account in accordance with the agreed settlement cycle between you and EAP. Accordingly, any payment pursuant to this clause shall satisfy Airwallex's obligation to pay you the Net Settlement Amount, and fully release our obligation to pay you under the Online Payment Terms. For the purpose of this clause, "Net Settlement Amount" has the meaning given to it under the Online Payment Terms. For the avoidance of doubt, the responsibility of ensuring that the Net Settlement Amount is paid out to your designated bank account lies with the Platform Provider, not Airwallex.

4. CUSTOMER CONSENTS AND UNDERTAKINGS

4.1 You undertake to promptly provide Airwallex with any and all information that Airwallex may reasonably require from you from time to time so that Airwallex can perform the Connected Account Services and comply with Airwallex's obligations under Applicable Law as they relate to the Connected Account Services (including, without limitation, customer due diligence information). For the avoidance of doubt, you agree and acknowledge that Airwallex may cease to provide Connected Account Services immediately if you fail to provide Airwallex with the information that Airwallex requests from you under this clause 4.1.

4.2 You consent to Airwallex accepting instructions from EAP in order to perform the Connected Account Services for you during the Connected Term. You acknowledge that the Connected Account Services, including Airwallex's acceptance of instructions from EAP, are essential to you being able to use the Airwallex Services through the EAP Platform. You authorize and direct Airwallex to accept such instructions from EAP during the Connected Term.

4.3 You undertake to inform Airwallex immediately in the event that there has been a material breach of, or you are unable to comply with, Applicable Law, these Terms & Conditions, the General Terms or the Payout and FX Terms. You undertake to inform Airwallex immediately if you become aware of, or suspect, any fraudulent or unauthorized activity with respect to any of the Connected Account Services.

4.4 You agree that one or more Airwallex Services may be provided by Airwallex affiliates, or their respective sponsors or partners ("Third-Party Service Providers"), and you may therefore be required to enter into one or more agreements with such parties.

4.5 By agreeing to these terms, you acknowledge and consent that we may reserve a portion of your account

funds as collateral to secure any outstanding obligations or debts incurred under this agreement. This collateral may be held until such obligations are fully satisfied. In the event of a default or failure to fulfill any payment obligations, we reserve the right to withdraw the necessary funds from your account to cover the outstanding amounts. You understand that this action may result in insufficient funds for other transactions.

5. AUTHORIZED AMOUNTS

5.1 You confirm and direct that, subject to the withdrawal of your authorization under clause 5.3, where Airwallex receives a request or instruction from EAP to deduct and/or pay any Authorized Amounts from the funds in your Wallet at any time during the Connected Term, Airwallex shall comply with such request or instruction pursuant to the information provided by EAP, without the need for Airwallex to verify that such amounts are accurate or are in fact owed by you to EAP, or authorized by you, and shall transfer the relevant amount pursuant to EAP's instructions.

5.2 The Authorized Amounts will be set out in the Fee Schedule. Airwallex is not responsible for, and has no control over, any Authorized Amounts that EAP may require you to pay or otherwise transfer. If EAP provides Airwallex with an instruction which you have not authorized, you must contact EAP and resolve the matter directly with EAP.

5.3 In the event that you wish to withdraw your authorization for the deduction or payment of Authorized Amounts, you must inform Airwallex in writing at least seven (7) days before the next deduction or payment is deducted from your Wallet. You will need to tell EAP that you have withdrawn the authorization, and in any event you hereby consent to Airwallex informing EAP that you have done so. If you do this, EAP may request Airwallex to close your EAP account.

5.4 Upon receipt of notice pursuant to clause 5.3 above, any authorization provided by you for deductions pursuant to clause 5.1 shall be deemed to have been revoked and we will cease to accept instructions for such deductions from EAP.

6. REPRESENTATIONS AND WARRANTIES

6.1 In addition to the representations and warranties in the Payout and FX Terms, you represent and warrant that you have the right, power, and authority, including under Applicable Law, to enter into these Terms & Conditions and to perform all of your obligations under these Terms & Conditions.

6.2 You will provide us with accurate, up-to-date and complete information at all times. This includes updates to the responsible persons in your business and changes to your business structure.

7. CONNECTED ACCOUNT DATA SHARING

7.1 You acknowledge and agree that Airwallex and EAP may share your Customer Data between them, including personal information and transactional data, during the Connected Term. You acknowledge and agree that this sharing of data is necessary for Airwallex to perform the Airwallex Services which you request through the EAP Platform. You also acknowledge and agree that certain Customer Data may be shared between Airwallex and EAP after the Connected Term for the purposes of either of Airwallex or EAP complying with AML/CTF laws.

7.2 For the purposes of these Terms, the 'Agreed Purposes' for EAP and Airwallex to collect, hold, use or disclose such personal information under these User Terms are to:

- (a) Provide FX and Payment Services to you and manage our relationship with you;
- (b) Enable us to comply with all Applicable Law, including conducting anti-money laundering, financial crime and other screening checks;
- (c) Enable us to share Customer Data with our affiliates, applicable Third-Party Service Providers, and the Platform as necessary for Airwallex and such parties to provide the EAP Activities
- (d) Enable us to comply with the Customer Agreements.

8. CONFIDENTIAL INFORMATION

8.1. Each Party shall:

- (a) Keep confidential the details of the negotiations leading up to and these Terms and all information, whether in written or any other form, which has been disclosed to it by or on behalf of the other Party in confidence or which by its nature ought to be regarded as confidential (including, without limitation, any business information in respect of the other Party which is not directly applicable or relevant to the arrangements contemplated by these Terms).
- (b) Permit access to its officers, subsidiaries, affiliates, banking partners, employees and representatives (where applicable) and ensure its officers, subsidiaries, affiliates, banking partners, employees and representatives (where applicable) keep secret and treat as confidential all such documentation and information.

8.2. Clause 8.1 does not apply to information:

- (a) Which shall become published or otherwise generally available to the public after the Terms commence, except in consequence of an act or omission by the other Party to these Terms in contravention of the obligations in Clause 8.1;
- (b) Which has been made available to the recipient Party by a third party who is not under any obligation of confidentiality in respect of such information to the other Party or which has been disclosed under an express statement that it is not confidential;
- (c) Which has been independently developed by the recipient Party otherwise than in the course of the exercise of recipient Party's rights under these Terms;
- (d) Which has been made available to either Party's legal or professional advisers provided it is made available under strict confidentiality obligations and solely for the purpose of professional advice;
- (e) Which the recipient Party proves was already known to it before receipt from the disclosing Party.

8.3. Clause 8.1 shall allow for permitted disclosures:

- To the extent required to be disclosed by any Applicable Laws or by any recognized stock exchange or governmental or other regulatory or supervisory body or authority of competent jurisdiction to whose rules the Party making the disclosure is subject, whether or not having the force of law;
- or
- To any applicable tax authority either to the extent required by a legal obligation or to the extent reasonably required to assist the settlement of the disclosing Party's tax affairs or those of any of its

shareholders or any other person under the same control as the disclosing Party.

8.3.1. Such disclosures are permitted provided that the Party disclosing the information shall notify the other Party of the disclosure (and of the circumstances in which the disclosure is required) as early as reasonably possible before or after such disclosure is made, and shall take all reasonable action to avoid and limit such disclosure, except in circumstances where such notification or action by the notifying Party is not permitted by Applicable Law.

9. DISPUTES WITH EAP AND RELATED LIABILITY

9.1 You acknowledge that Airwallex or its affiliates, and applicable Third-Party Service Providers have no control over, or responsibility for, the actions or omissions of EAP. This means that, for example, Airwallex are not liable if the Platform Provider gives Airwallex the wrong instruction to perform any of the payment services activities or fails to exercise control over your Global Accounts in accordance with the Platform Agreement.

9.2 In the event of any complaint or dispute between you and EAP, you must settle the dispute directly with EAP. Such complaint or disputes cannot be dealt with or resolved under these Connected Account Terms. However, if you have a dispute or complaint in relation to the Airwallex Services, you may raise that complaint or dispute with Airwallex via the complaint procedures set out in the Product Disclosure Statement and Financial Services Guide that are issued to you in connection with the Airwallex Services.

9.3 To the maximum extent permitted by Applicable Law, you are solely responsible for, and Airwallex has no responsibility or liability for:

- (a) any obligation that you owe to EAP under any agreement(s) between you and EAP; and
- (b) your compliance with any Applicable Law.

10. INDEMNITY

10.1 Without limiting the General Terms or the Payout and FX Terms and any other term of these Terms & Conditions, you will indemnify Airwallex and keep Airwallex indemnified on demand against all losses, damages, costs (including legal fees) and expenses incurred or suffered by Airwallex in connection with or as a result of:

- (a) Airwallex acting on any of your instructions which Airwallex reasonably believes to have been given by you (or by EAP acting with your authority);
- (b) Your breach of any of your obligations to EAP under the terms of any agreement which you may have entered into with EventsAir and/or EAP;
- (c) Your breach of any Applicable Law;
- (d) Your breach of these Terms & Conditions;
- (e) Your use or misuse of the Connected Account Services;
- (f) Any refunds, fines, reversals of a transaction, or deduction of fees related to your use of any services of Airwallex or EAP;

or

(g) Any disputes between you and EAP.

10.2 Without limiting the terms of your agreement with EventsAir and any other term of these Terms & Conditions, you will indemnify EventsAir and EAP and keep EventsAir and EAP 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) EAP acting on any of your instructions which EAP reasonably believes to have been given by you;

(b) Your breach of any of your obligations to Airwallex under the General Terms or the Payout and FX Terms or any other agreement which you may have entered into with Airwallex;

(c) Your breach of any Applicable Law;

(d) Your breach of these Terms & Conditions;

(e) Your use or misuse of the Connected Account Services;

(f) Any refunds, fines, reversals of a transaction, or deduction of fees related to your use of any services of Airwallex or EAP;

or

(g) Any disputes between you and Airwallex.

11. TERMINATION AND SUSPENSION

11.1 Termination.

Either Airwallex or EAP may terminate these Terms & Conditions in accordance with the Payout and FX Terms. You may terminate these Terms & Conditions in accordance with the Payout and FX Terms.

11.2 Termination of Connected Platform Agreement.

EAP reserves the right to suspend or terminate these Terms & Conditions or the Payout and FX Terms immediately and without giving notice in the event that the Connected Platform Agreement is terminated.

11.3 In the event of termination of these Terms & Conditions, you acknowledge and agree that Airwallex may continue to comply with any instructions that Airwallex receives from EAP pursuant to clause 5.1 of these Terms & Conditions, up to and including the date on which such termination takes effect.

11.4 You agree and consent to Airwallex informing EAP in the event that Airwallex issues or receives a notice of termination under clause 10.1 or clause 11.2 of these Terms & Conditions.

11.5 The termination of these Terms & Conditions will not terminate or impact the Payout and FX Terms or any services other than the Connected Account Services provided by Airwallex to you. However, the termination of the Payout and FX Terms will automatically terminate these Terms & Conditions.

11.6 Upon termination of these Terms & Conditions under clause 10.1, clause 10.2 or clause 10.3 of these Terms & Conditions:

11.6.1 Airwallex will cease to provide access to, or share, your Customer Data with EAP, except to the extent permitted or required by Applicable Law.

11.6.2 Any authorization provided by you for deductions pursuant to clause 5.1 of these Terms & Conditions shall be deemed to have been revoked and Airwallex will cease to accept instructions for such deductions from EAP.

Definitions:

- **Airwallex Services** means the services that Airwallex provides to you in accordance with the Payout and FX Terms.
 - **AML/CTF Law** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and any associated rules or regulations, and any similar laws, in any jurisdiction.
 - **Authorized Amounts** means any amount that EAP has informed Airwallex that you have authorized EAP to deduct and/or pay, in connection with the the Fee Schedule.
 - **Commencement Date** means the date that:
 - (a) EAP arranges for you to apply for Airwallex Services through the Events Air Platform; or
 - (b) You apply to use the Airwallex Services, whichever occurs earlier.
 - **Connected Account Services** has the meaning given in clause 3.1.
 - **Connected Platform Agreement** has the meaning given in clause 1.3.
 - **Connected Term** has the meaning given to that term in clause 2.
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