



# **Connected Account Terms (Qantas Business Money)**

**AIRWALLEX SERVICES & QANTAS BUSINESS MONEY PLATFORM**

1 April 2022

**CONNECTED ACCOUNT TERMS (QANTAS BUSINESS MONEY)  
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**1. INTRODUCTION**

- 1.1 These terms (the **Connected Account Terms**) are between you (**Customer, you or your**), Qantas Airways Limited ABN 16 009 661 901) (**Qantas**) and Airwallex Pty Ltd ABN 37 609 653 312 (**Airwallex**).
- 1.2 The Connected Account Services (defined below) allow Airwallex to accept instructions from Qantas and do other activities for you in relation to your use of the Airwallex Services through the Qantas Business Money Platform.
- 1.3 Qantas 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 be a Qantas Business Rewards member and remain so while you have a Qantas Business Money account. Your membership of Qantas Business Rewards is governed by the Qantas Business Rewards terms and conditions entered into by you and Qantas, which are available on the [Qantas Business Rewards](#) website (**QBR Terms**).
- 1.5 These Connected Account 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. Qantas is not a party to the General Terms, the Payout and FX Terms, but may rely on the consents and authorisations that you provide under these Connected Account Terms.
- 1.6 These Connected Account Terms are supplemental to, form part of and must be read together with, the QBR Terms between you and Qantas. Airwallex is not a party to the QBR Terms, but may rely on the consents and authorisations that you provide under those terms.
- 1.7 Capitalised 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 Connected Account Terms, as they apply vis-à-vis you and Airwallex, these Connected Account Terms will prevail.
- 1.8 To the extent that there is a conflict between the QBR Terms and these Connected Account Terms, as they apply vis-à-vis you and Qantas, these Connected Account Terms will prevail.
- 1.9 Qantas Business Money is powered by Airwallex. Your access to Airwallex Services is arranged by Qantas as Airwallex's authorised representative (No. 261363).

**2. TERM**

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

**3. CONNECTED ACCOUNT SERVICES**

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

- (a) allowing Airwallex and Qantas to exchange information about you which is required to support your application for Airwallex Services;
- (b) allowing Airwallex to accept instructions from Qantas to deduct and pay Authorised Amounts from your Wallet;
- (c) allowing Airwallex to accept instructions from Qantas 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 Qantas.

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 Connected Account Terms together with the General Terms and the Payout and FX Terms (and the additional documents referred to in either of them).

#### **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 Qantas 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 Qantas, are essential to you being able to use the Airwallex Services through the Qantas Business Money Platform. You authorise and direct Airwallex to accept such instructions from Qantas 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 Connected Account Terms, 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 unauthorised activity with respect to any of the Connected Account Services.

#### **5. AUTHORISED AMOUNTS**

5.1 You confirm and direct that, subject to your withdrawal of your authorisation under clause 5.3, where Airwallex receives a request or instruction from Qantas to deduct and/or pay any Authorised 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 Qantas, without the need for Airwallex to verify that such amounts are accurate or are in fact owed by you to Qantas, or authorised by you, and shall transfer the relevant amount pursuant to Qantas' instructions.

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

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

## 6. REPRESENTATIONS AND WARRANTIES

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 Connected Account Terms and to perform all of your obligations under these Connected Account Terms.

## 7. CONNECTED ACCOUNT DATA SHARING

- 7.1 You acknowledge and agree that Airwallex and Qantas 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 Qantas Business Money Platform. You also acknowledge and agree that certain Customer Data may be shared between Airwallex and Qantas after the Connected Term for the purposes of either of Airwallex or Qantas complying with the AML/CTF Law.
- 7.2 In the event that such data cannot be shared between Airwallex and Qantas, you acknowledge that Airwallex may be required to suspend or terminate the Connected Account Services and/or the Qantas Business Money account.
- 7.3 **(Handling of Customer Data by Airwallex)** When Airwallex receives any of your Customer Data from Qantas, Airwallex will use it in accordance with these Connected Account Terms, the General Terms, the Payout and FX Terms and [Airwallex's Privacy Policy](#).
- 7.4 **(Handling of Customer Data by Qantas)** When Qantas receives any of your Customer Data from Airwallex, you consent to Qantas using it in accordance with the QBR Terms and [Qantas' Privacy Policy](#).
- 7.5 **(Handling of personal information by Airwallex)** For the purposes of these Connected Account Terms and the Payout and FX Terms, the 'Agreed Purposes' for Airwallex to collect, hold, use or disclose personal information under these Connected Account Terms are to:
- (a) provide Connected Account Services to you and manage Airwallex's relationship with you;
  - (b) enable Airwallex to comply with all Applicable Law, including conducting anti-money laundering, financial crime and other necessary screening checks;
  - (c) enable Airwallex to comply with these Connected Account Terms, the Payout and FX Terms and Airwallex's Privacy Policy;
  - (d) enable Airwallex to comply with Qantas' instructions received in relation to the Connected Account Services;
  - (e) comply with Airwallex's obligations to Qantas under the Connected Platform Agreement; and
  - (f) do anything else permitted under the General Terms, the Payout and FX Terms, Airwallex's Privacy Policy or Applicable Law.

- 7.6 **(Handling of personal information by Qantas)** You acknowledge and agree that Qantas may collect personal information from you through the Qantas Business Money sign-up process and use such data to contact you (and any other person that you allow to use Qantas Business Money on your behalf) for marketing purposes. Such data will be handled and stored subject to Qantas' Privacy Policy.

## **8. DISPUTES WITH QANTAS AND RELATED LIABILITY**

- 8.1 You acknowledge that Airwallex has no control over, or responsibility for, the actions or omissions of Qantas. This means that, for example, Airwallex is not liable if Qantas fails to transfer funds or any other reward or benefit (such as Qantas points) to you or in accordance with your instructions, whether in accordance with the QBR Terms or otherwise.
- 8.2 In the event of any complaint or dispute between you and Qantas, or concerning the crediting of Qantas points, you must settle the dispute directly with Qantas in accordance with the QBR Terms. 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, each of which is available on the [Qantas Business Money](#) website.
- 8.3 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 Qantas under the QBR Terms or any other agreement(s) between you and Qantas; and
  - (b) your compliance with any Applicable Law.

## **9. INDEMNITY**

- 9.1 Without limiting the General Terms or the Payout and FX Terms and any other term of these Connected Account Terms, 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 Qantas acting with your authority);
  - (b) your breach of any of your obligations to Qantas under the QBR Terms or any other agreement which you may have entered into with Qantas;
  - (c) your breach of any Applicable Law;
  - (d) your breach of these Connected Account Terms;
  - (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 Qantas; or
  - (g) any disputes between you and Qantas.
- 9.2 Without limiting the QBR Terms and any other term of these Connected Account Terms, you will indemnify Qantas and keep Qantas 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) Qantas acting on any of your instructions which Qantas 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 Connected Account Terms;
- (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 Qantas; or
- (g) any disputes between you and Airwallex.

## **10. TERMINATION AND SUSPENSION**

- 10.1 **Termination.** Either Airwallex or Qantas may terminate these Connected Account Terms in accordance with the Payout and FX Terms. You may terminate these Connected Account Terms in accordance with the Payout and FX Terms.
- 10.2 **Termination of Connected Platform Agreement.** Airwallex reserves the right to suspend or terminate these Connected Account Terms or the Payout and FX Terms immediately and without giving notice in the event that the Connected Platform Agreement is terminated.
- 10.3 **Termination of the QBR Terms.** Airwallex acknowledges that your Qantas Business Rewards membership may be terminated by you or Qantas pursuant to the QBR Terms. In the event that you issue or receive a notice to terminate your Qantas Business Rewards membership, you must provide Airwallex with at least seven (7) days' advance written notice of the effective date of such termination. You agree that Airwallex will have no liability or responsibility for any deductions that may occur pursuant to clause 5.1 of these Connected Account Terms, after the termination of the QBR Terms, but before you've given Airwallex at least seven (7) days' advance written notice of that termination.
- 10.4 In the event of termination of these Connected Account Terms, you acknowledge and agree that Airwallex may continue to comply with any instructions that Airwallex receives from Qantas pursuant to clause 5.1 of these Connected Account Terms, up to and including the date on which such termination takes effect.
- 10.5 You agree and consent to Airwallex informing Qantas in the event that Airwallex issues or receives a notice of termination under clause 10.1 or clause 10.2 of these Connected Account Terms.
- 10.6 The termination of these Connected Account Terms 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 Connected Account Terms.
- 10.7 Upon termination of these Connected Account Terms under clause 10.1, clause 10.2 or clause 10.3 of these Connected Account Terms:
  - (a) Airwallex will cease to provide access to, or share, your Customer Data with Qantas, except to the extent permitted or required by Applicable Law; and
  - (b) any authorisation provided by you for deductions pursuant to clause 5.1 of these Connected Account Terms shall be deemed to have been revoked and Airwallex will cease to accept instructions for such deductions from Qantas.

## 11. 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.

**Authorised Amounts** means any amount that Qantas has informed Airwallex that you have authorised Qantas to deduct and/or pay, in connection with the the Fee Schedule.

**Commencement Date** means the date that:

- (a) Qantas arranges for you to apply for Airwallex Services through the Qantas Business Money 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.

**General Terms** means the terms entitled "*General Terms (Qantas Business Money)*" entered between you and Airwallex for the Airwallex Services.

**Payout and FX Terms** means the terms entitled "*Payout and FX Terms (Qantas Business Money)*" entered between you and Airwallex for the Airwallex Services.

**QBR Terms** has the meaning given to that term in clause 1.4.

**Qantas Business Rewards** means the loyalty program operated by Qantas known as *Qantas Business Rewards*.