

WEEL TERMS AND CONDITIONS

Updated 21 December 2023

Introduction

Welcome to Weel, a spend management platform for businesses.

These Terms and Conditions (**Agreement**) apply to Your use of the Services and are a legally binding agreement between Weel and You. Please read this Agreement carefully and keep a copy for future reference.

By accessing the Services, you agree to this Agreement. If you do not agree to this Agreement, you must cease using the Services immediately.

Definitions

Account Balance means the dollar value credited to your Business Account at any given point in time.

Agreement means these Terms and Conditions.

Business Account means the account a Customer has opened with Us to access and use the Services.

Confidential Information includes all information exchanged between the parties to this Agreement, whether in writing, electronically or orally but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

Consumer Protection Law means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and Part 2 of the *Australian Securities and Investments Commission Act 2001* (Cth), as applicable.

Content means any information or collateral prepared or issued by Weel.

Corporations Act means *Corporations Act 2001* (Cth).

Customer or **You** or **Your** means the business entity that has entered into this Agreement.

Customer Authorised User means any person or entity that uses the Service with the authorisation of the Customer from time to time.

Direct Debit Request Provider means Zai Australia Pty Ltd (ABN: 96 637 632 645) or some other third party payment processor.

Direct Debit Request Services means the services provided by the Direct Debit Request Provider.

Financial Product means the products as described in the Product Disclosure Statement.

Financial Product Issuer means the issuer of the Financial Product.

Product Disclosure Statement means the product disclosure statement available at letsweel.com/terms that is issued by the Financial Product Issuer.

Insolvency Event means:

- a) being an insolvent under administration or insolvent (each as defined in the Corporations Act);
- b) having a controller (as defined in the Corporations Act) appointed;
- c) any step being taken by a mortgagee to take possession, or dispose, of the whole or any part of a party's assets, operations or business;
- d) any step being taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator, a statutory manager or other like person in respect of the whole or any part of the party's assets or business;

- e) any step being taken which could result in being subject to any arrangement, assignment or composition, protected from creditors under any statute or dissolved (other than to carry out a reconstruction while solvent);
- f) being otherwise unable to pay debts when they fall due;
- g) having something with the same or a similar effect happen under the laws of any jurisdiction; or
- h) ceasing to carry on business.

Intellectual Property Right means any patent, trade mark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

Mobile Application means the Weel app that may be downloaded from Apple App Store or Google Play.

Platform Fees means the fees (excluding any taxes) payable by You in accordance with the Platform Fee Schedule.

Platform Fee Schedule means the information relating to fees for the Platform Service available at <https://letsweel.com/pricing> as amended from time to time.

Platform Service means the Service, other than the Financial Product.

Privacy Policy means the Privacy Policy available at <https://letsweel.com/terms> as amended from time to time.

Related Body Corporate has the meaning given in the Corporations Act.

Service means the spend management services and any services provided by Weel or a Third Party Provider to You via the Website and Mobile Application.

Software means any software that is provided by Weel and that is necessary for use in connection with the Services.

Third Party Provider means any third party that provides products or services in relation to the Platform Service (including the Financial Product Issuer).

User Account means the account a Customer or a Customer Authorised User has opened with Us to access and use the Services for a Business Account.

Website means the internet site at the domain letsweel.com or any other site or Mobile Application operated by Weel.

Weel or Us or We means Weel Holdings Pty Ltd, ABN 39 617 434 607 AFS Authorised Representative Number 1269625, who is an authorised representative of EML Payment Solutions Limited (AFSL 404131) and Nium Pty Limited (AFSL 464627).

1. Use of Service and Software

Weel grants the Customer and Customer Authorised Users the right to access and use the Service and Software via the Website and Mobile Application in accordance with the Customer's subscription type.

This right is non-exclusive, non-transferable, and limited by and subject to this Agreement.

You acknowledge and agree that, subject to any applicable written agreement between the Customer and the Customer Authorised Users, or any other applicable laws:

- a) the Customer determines who is a Customer Authorised User and what level of access the Customer Authorised User has to the Business Account;
- b) the Customer will notify Weel of each Customer Authorised User and the level of access to the Business Account;

- c) the Customer is responsible for all Customer Authorised Users' use of the Service and Software;
- d) You will provide a copy of the Invitation T&Cs set out in Attachment B to each Customer Authorised User prior to notifying Weel of the details of each Customer Authorised User and take reasonable steps to ensure each Customer Authorised User agrees to and complies with the Invitation T&Cs;
- e) the Customer controls each Customer Authorised User's level of access to the Business Account and can revoke or change a Customer Authorised User's access, or level of access, at any time and for any reason (subject to this Agreement); and
- f) Weel will grant or amend a Customer Authorised User's access in accordance with any instructions provided by (1) the Customer or a (2) Customer Authorised User that has been authorised by the Customer or by another Customer Authorised User in accordance with this clause. Weel is not responsible for checking or verifying any instructions received by such persons under this clause.

If there is any dispute between a Customer and a Customer Authorised User regarding access to the Business Account, the Customer is responsible and liable for determining the level of access a Customer Authorised User has to the Business Account, if any.

Use of the Service may be subject to limitations. Weel will communicate any limitations to you with reasonable prior written notice.

2. Your Account

2.1 Eligibility

To be eligible to open a Business Account, the Customer must:

- a) be an Australian registered business with an ACN, ABN or ARBN;
- b) not be experiencing an Insolvency Event; and
- c) meet the eligibility criteria set out in the Financial Product Issuer terms and conditions.

To be eligible to open a User Account, the Customer Authorised User must:

- a) be an individual who is at least 18 years old;
- b) have a valid email address;
- c) have an Australian mobile number; and
- d) meet the eligibility criteria set out in the Financial Product Issuer terms and conditions.

To be eligible to open a Business Account, the Customer (or the person applying for a Business Account on behalf of a Customer) must:

- a) meet the eligibility criteria for a User Account (above)
- b) be a permanent resident in Australia or an Australian citizen;
- c) be capable of entering into a legally binding contract;
- d) have an Australian residential address.

A Customer may set additional eligibility criteria relating to Customer Authorised Users, which will be communicated by the Customer and over which We have no control or responsibility.

2.2 Registration

A Customer will need to setup a Business Account to access and use the Service.

A Customer Authorised User will need to setup a User Account to access and use the Service.

2.3 Registration Details

Each Customer and Customer Authorised User will be required to provide certain information during the registration process, including information required to meet legal and regulatory obligations, and to enable application functionality.

The required information will be displayed at the time of registration and may change from time to time.

2.4 Authority to enter into Agreement

If You are a company or other non-natural person entity and require that a natural person who is not a director (**Authorised Signatory**) enters into this Agreement on Your behalf, You:

- a) warrant that the Authorised Signatory is duly authorised to enter into this Agreement on Your behalf of; and
- b) will complete and sign a copy of the Letter of Authority attached to this agreement at Attachment A and provide a copy of that letter to Us.

Weel may (in its absolute discretion) request further evidence that an Authorised Signatory is authorised to act on behalf of a Customer and the person must provide Weel with any information that Weel reasonably requests for this purpose.

2.5 Log-in credentials

- c) In setting up a User Account or a Business Account, you will be required to select a username and password.
- d) You are responsible for keeping Your log-in details secure and confidential and must not disclose them to any other person.
- e) Weel will not be liable for any loss, cost, damage, or expense to You or any other person arising out of, or in connection with, Your failure to maintain the security and confidentiality of Your log-in details unless Weel caused or contributed to such loss, cost, damage or expense.
- f) Weel is not responsible for any unauthorised access to, or use of, Your User Account or Business Account unless Weel has failed to take reasonable steps to prevent such access or use.
- g) You are fully responsible for all activities carried out under or using Your log-in details (whether or not authorised by You) and any loss, cost, damage, or expense to You or any other person that may arise as a result of that activity. Weel will take such action it deems necessary to maintain or enhance of Your User Account or Business Account or log-in details and You must take all actions reasonably requested by Weel.
- h) You must notify Weel as soon as reasonably practicable of any unauthorised use of Your log-in details or any other breaches of security.

2.6 Closure, suspension and cancellation

Weel may, where it has reasonable cause to do so, restrict, suspend, close or cancel a User Account or Business Account, including, but not limited to:

- a) where Weel reasonably suspects or becomes aware that You are in breach of this Agreement;
- b) where Weel reasonably considers Your User Account or Business Account activity to be suspicious;
- c) where Weel considers it reasonably necessary to prevent fraud or limit or otherwise protect Weel against any legal, regulatory or commercial risk;
- d) if You provide any inaccurate or incomplete information to Weel, or Weel has reasonable grounds to suspect You have;
- e) You fail to continue to meet the eligibility criteria in clause 2.1;
- f) where required by law or regulatory requirement;

- g) there is a discontinuance or material modification to the Services (or any part thereof);
- h) unexpected technical or security issues or problems arise; or
- i) extended periods of inactivity by You.

Weel will endeavour to give You reasonable prior written notice of any restriction, suspension, closure or cancellation of Your User Account or Business Account, unless not permitted by law.

Where Weel takes action under this clause 2.6:

- a) any transactions or requests submitted but not yet processed will be cancelled and withdrawn for the applicable account;
- b) You will not be able to make any new requests or transactions in respect of Your User Account or Business Account
- c) if Weel closes or cancels your Business Account, this Agreement will terminate pursuant to clause 11.

3. Verification

Your opening and ongoing use of an Account and use of the Services is subject to Weel's verification of the identity of any associated individuals or entities that is considered necessary, including the Customer and the Customer Authorised Users.

You consent to Us making any inquiries We consider necessary for identity verification purposes. Such verification may be conducted directly by Us or through third party databases or other service providers. Where We reasonably require further information and/or documentation for identity verification purposes, You agree to provide it and authorise Us to verify such information against third party databases or through other sources. We may also update these records from time to time.

If You do not provide Us with the information that We require in order to verify your identity, We may not be able to provide you with the Service.

4. Appointment of Weel as Your agent

You appoint Weel as Your agent and authorise and consent to Weel doing any of the following:

- a) Collecting and delivering to the Financial Product Issuer all information, communications and instructions submitted by You, any payments or other transaction instructions in connection with the Financial Product. You are responsible for ensuring the accuracy and completeness of such information, communications and instructions.
- b) Receiving, storing and using any information, communications and data belonging to You that is held by the Financial Product Issuer.
- c) Receiving and passing on to You all information, communications, instructions provided by the Financial Product Issuer in connection with the Financial Product.
- d) Accessing, managing and dealing with any account or cards you maintain with the Financial Product Issuer or using any information relating to any account or cards you maintain with the Financial Product Issuer.
- e) Instructing a Financial Product Issuer to transfer any funds that it holds in Your Account to another financial services provider that has been engaged by Weel. Weel will provide You with at least 30 days' written notice prior to instructing the Financial Product Issuer to transfer your funds during which time you can terminate this Agreement and request the return of your funds.
- f) Receiving and delivering to You any invoices issued by the Financial Product Issuer for fees that apply to the Financial Product and any other amount owed by You to the Financial Product Issuer.
- g) Receiving and delivering to the Financial Product Issuer all fees and amounts provided by You to satisfy payment for amounts owed to the Financial Product Issuer.

- h) Approving or declining any transaction request that Weel receives from You or the Financial Product Issuer in relation to the Financial Product.

The agency appointment, authorisation and consent provided in this clause will continue until the Agreement is terminated.

5. Product Disclosure Statement

You should read the Product Disclosure Statement before making a decision to access and use your Account and the Services.

6. Fees

Platform Fees are set out on the Website at letsweel.com/pricing. You should regularly review the Website to confirm any applicable fees.

Financial Product fees, including billing details for each fee, are set out in the Product Disclosure Statement.

Platform Fees and applicable Financial Product fees will be charged to You in accordance with Your plan type. If you have not been notified otherwise, your plan type is Post Paid.

Plan Type	Upfront	Post Paid
Invoice cycle	Monthly	Monthly
Invoice date	Anniversary date	Anniversary date
Invoice period	You will be billed at the start of each period.	You will be billed at the end of each period.
Additional charges during an invoice period (eg overages)	Added to the invoice for the next period.	Added to the invoice for the current period.

All Weel invoices will be sent to You by email. You are responsible for payment of all taxes. Weel will deduct Your invoice amount directly from Your Account Balance on Your invoice due date. If You have an outstanding invoice that has not been paid in full on the invoice due date, We will attempt to deduct the outstanding amount directly from Your Account Balance until fully paid.

Your anniversary date is the day of the month when Your Business Account was first activated. Weel may change Your anniversary date by providing notice. If so, You will be charged a pro-rata amount.

If Your invoice payment is overdue, Your Account may be suspended and You will not be able to access Your Account.

From time to time, Weel may offer discounts. These discounts are not perpetual and may be withdrawn with 30 days written notice.

Weel may amend any fee or charge in its in accordance with the process for making changes to this Agreement set out in clause 15.

7. Managing your subscription

You can downgrade or upgrade Your subscription type at any time by contacting Us, subject to any minimum Platform Fee commitments You have agreed in writing with Us.

Upgrades will take effect immediately. Downgrades will take effect in the next billing period. For example, if you add one user and remove one user during a billing period, you will still be charged for one additional user during that period.

You can cancel the subscription by terminating this Agreement in accordance with clause 11. You shall be liable to pay all relevant Platform Fees up to the date of termination, and you shall continue to be liable for any minimum Platform Fee commitments you have agreed with Us in writing.

8. Privacy Policy

Registration data and certain other information about you is subject to Weel's Privacy Policy and you acknowledge and consent to Weel using and disclosing Your personal information in accordance with the Privacy Policy.

9. Your obligations

In connection with Your use of Your Account, or in the course of Your interactions with Weel, another Weel user, or a third party in connection with the Services, You agree that You will:

- a) comply with this Agreement;
- b) not use the Services for any unlawful, fraudulent or improper activity;
- c) not infringe Weel's Intellectual Property Rights;
- d) not act in a manner that is defamatory, threatening or harassing to Weel;
- e) not provide false, inaccurate, misleading or deceptive information to Us, and You must ensure that any information you provide Us is true, current and complete. If the information changes, you must update it in a timely manner via Website or Mobile Application;
- f) cooperate fully with Us to investigate any suspected unlawful, fraudulent or improper activity on the Business Account or User Account;
- g) not permit others, that are not authorised, to use the Business Account, User Account, or Services;
- h) not use any manual process, technology (device, software or hardware) or any other means to damage, intercept, interfere or copy the Software, Website, the Services or the Mobile Application;
- i) promptly contact Us if You believe that the Business Account or User Account may be subject to an unauthorised transaction or other type of fraudulent activity or security breach;
- j) provide any information reasonably requested by Weel in order to assist Weel to comply with applicable legal requirements;
- k) not control a User Account that is linked to another User Account that has engaged in any activity that breaches this Agreement;
- l) not use the Services in a manner that results in or may result in complaints, disputes, claims, reversals, chargebacks, fees, fines, penalties and other liability to Us, another user, a third party or You; and
- m) not take any action that may cause Weel to lose any services provided by any Third Party Providers that support the provision of the Services.

10. No Resale of Service

You agree not to reproduce, duplicate, copy, sell, trade, resell or exploit for any commercial purposes, any portion of the Services (including Your Business Account and User Account).

11. Termination

You or Weel may terminate this Agreement with or without cause by providing 30 days' written notice. The date of termination will be the day after the expiry of that notice period.

If You elect to terminate this Agreement by providing written notice, You shall be liable to pay all outstanding fees including any Platform Fees (including any minimum Platform Fee commitments You have agreed in writing with Us) and any Financial Product fees due and payable at the date of termination. You will continue to have access to Your Business Account until the date of termination.

Weel shall not be liable to You for any loss or costs you might suffer as a result of Weel terminating your Account in accordance with this Agreement.

Following termination of this Agreement:

- a) your Business Account will be closed on the date of termination;
- b) any funds remaining in your Account Balance will be returned to You in accordance with Your instructions; and

- c) each party will, as soon as reasonably possible, return or destroy the other party's Confidential Information in its possession or control, unless it is required to retain a copy of that information under the law.

12. Weel's Proprietary Rights

You acknowledge and agree that the Services and the Software contain proprietary and Confidential Information that is protected by applicable intellectual property and other laws. You further acknowledge and agree that Content provided as part of the Services is protected by copyright, trademarks, service marks, patents or other proprietary rights and laws. Except as expressly authorised by Weel, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Services, Content or the Software, in whole or in part.

Weel grants you a personal, non-transferable and non-exclusive right and licence to use its Software and Content provided that you do not (and do not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any right in the Software or Content. You agree not to modify the Software in any manner or form, or to use modified versions of the Software, including (without limitation) for the purpose of obtaining unauthorised access to the Services. You agree not to access the Service by any means other than through the interfaces that are provided by Weel for use in accessing the Services.

13. Trademark Information

The Weel logo, trademarks and service marks and other Weel logos and product and service names (the "**Weel Marks**") are trademarks of Weel. You agree not to display or use in any manner the Weel Marks without the prior permission of Weel.

14. Disclaimer of Warranties

14.1 Services subject to the Consumer Protection Law

If the Services We provide to You are subject to the Consumer Protection Law, the Services come with guarantees that cannot be excluded under that Law. For major failures with the Services Weel provides, you are entitled to:

- a) terminate this Agreement with Us; and
- b) a refund for any unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the Service rectified within a reasonable time and, if this is not done, to cancel and obtain a refund for any unused portion of the Services (if ascertainable).

You understand and agree that, if any guarantee, warranty, term or condition is implied or imposed under this Agreement under the Consumer Protection Law, or any other applicable legislation and cannot be excluded (**Non-Excludable Provision**), and We are able to limit your remedy for a breach of the Non-Excludable Provision, then Weel's liability for breach of the Non-Excludable Provision is limited to the supply of the Services again or the payment of the cost of having Services supplied again.

14.2 Services not subject to the Consumer Protection Law

If the Services We provide to You are not subject to the Consumer Protection Law or any other applicable legislation and can be excluded (**Excludable Provision**), you understand and agree that, to the maximum extent permitted by law:

- a) the Service is provided on an "as is" and "as available" basis and Weel expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement;
- b) no advice or information, whether oral or written, obtained by You from Weel or through or from the Services shall create any warranty not expressly stated in this Agreement; and

- c) Weel has relied on Your representations and warranties to open the Account and provide You with the Services.

15. Changes to Agreement

We may change the terms of this Agreement. We will give you at least 30 days' prior written notice of any changes to the Agreement, unless the changes do not impact your rights or obligations under the Agreement. We will provide you with notice by displaying the updated Agreement the first time you log into your Account after the change or by other written notice.

If you do not agree to a change, you can terminate this Agreement in accordance with clause 11 which permits You to terminate this Agreement with or without cause on 30 days' notice.

Any changes will apply to any transactions or request initiated after the expiration of the notice period, but will not apply to any transaction that is currently in progress.

16. Indemnity and liability

16.1 Indemnity

(a) Subject to paragraph (b), each party (the **Indemnifying Party**) to this Agreement indemnifies the other (the **Indemnified Party**) against, and must pay on demand, all amounts in respect of any action, claim, demand, loss, liability, and expense (including legal costs) of any nature, and arising under tort, contract, statute or equity or some other cause of action, that is incurred by the Indemnified Party in connection with a breach of this Agreement by the Indemnifying Party.

(b) Notwithstanding paragraph (a), the Indemnifying Party's liability to the Indemnified Party will be reduced proportionately to the extent that any act or omission of the Indemnified Party contributed to the relevant loss and the Indemnified Party must use reasonable endeavours to mitigate such loss.

16.2 Liability Cap

To the maximum extent permitted by law, the Indemnifying Party's liability to the Indemnified Party will not exceed the total value of any Access Fees collected by Weel in the 12 months prior to the incident giving rise to the liability, regardless of whether the liability arises under any breach of contract, tort (including negligence), statute, equity, contract or any other cause of action.

16.3 Consequential loss

Neither party is liable to the other for any consequential or indirect loss including, but not limited to, loss of profit, lost opportunity cost, loss of enjoyment.

17. Third Party Products

17.1 Customer Third Party Products

In providing the Services, Weel may allow You to select and connect or interact with one or more third party software products (**Customer Third Party Product**).

In order to connect or interact with a specific Customer Third Party Product, You will need to have, and actually be signed-in to, an active user account for that Customer Third Party Product (**Customer Third Party Product Account**). You may need to contact the third party for additional support.

You are solely responsible for: i.) choosing a Customer Third Party Product provider; ii.) registering a Customer Third Party Product Account; iii.) keeping Your Customer Third Party Product Account active; iv.) ensuring Your Customer Third Party Product Account is up to date and accurate; and v.) the payment of any Customer Third Party Product fees to the provider of Your Customer Third Party Product in connection with use of that Customer Third Party Product.

Weel is not affiliated with, has no control over, and assumes no responsibility for the operation of any Customer Third Party Product or actions of any Customer Third Party Product provider.

You agree to indemnify and hold Weel harmless, and expressly release Weel, from any and all liability arising from Your use of, and/or connection to, any Customer Third Party Product. This indemnity is reduced to the extent that Weel cause or contributed to any loss or harm.

If You choose to connect or interact with a Customer Third Party Product, then You: i.) grant Weel authorisation to access Your Customer Third Party Product Account in accordance with the rules for doing so prescribed by the Customer Third Party Product provider; and ii.) agree to cooperate with Weel and provide any information that Weel or the Customer Third Party Product provider may request in order to enable Weel to access Your Customer Third Party Product Account.

Weel will only access and use Your Customer Third Party Product Account in order to provide the Services and You expressly consent to Weel accessing and using Your Customer Third Party Product Account for this purpose.

Weel may retain records of the information accessed and used in accordance with this clause and You expressly consent to Weel's retention of these records.

If at any time Weel's access to Your Customer Third Party Product Account is limited or denied, then You acknowledge and agree that Weel may not be able to provide some or all of the Services.

17.2 Automatically Integrated Third Party Products

When setting up Your Account or at any time after, Weel may enrol You in one or more third party products that are built-into the Service offering (**Automatically Integrated Third Party Product**).

You consent to Weel providing any necessary information to an Automatically Integrated Third Party Product provider for the purposes of Weel being able to provide You access to the Automatically Integrated Third Party Product through the Services.

You may opt-out of an Automatically Integrated Third Party Product by changing the settings in Your Account settings on the Website. You acknowledge if you opt-out, this may preclude You from having access to an Automatically Integrated Third Party Product.

You acknowledge and agree that the fees or charges for an Automatically Integrated Third Party Product are included in the fees for the Services as set out in clause 6.

You acknowledge and agree that the use of an Automatically Integrated Third Party Product as part of the Services means that You: i.) grant Weel authorisation to access an Automatically Integrated Third Party Product in accordance with the rules for doing so prescribed by the Automatically Integrated Third Party Product provider; and ii.) will cooperate with Weel and provide any information that Weel or an Automatically Integrated Third Party Product provider may request in order to enable Weel to access any information held by an Automatically Integrated Third Party Product provider.

Weel will only access and use information from an Automatically Integrated Third Party Product in order to provide the Services and You expressly consent to Weel accessing and using information from an Automatically Integrated Third Party Product for this purpose.

Weel may retain records of the information accessed and used in accordance with this clause and You expressly consent to Weel's retention of these records in accordance with the law.

If at any time Weel does not have access to an Automatically Integrated Third Party Product, then You acknowledge and agree that Weel may not be able to provide some or all of the Services to You.

17.3 Direct Debit Request

If you choose to top-up your Account balance via direct debit, You authorise the Direct Debit Request Provider to make periodic, on-demand and auto top-up debits on behalf of Weel. You must read and separately agree to the terms and conditions of the Direct Debit Request Provider and provide a direct debit request authority.

You agree to pay any dishonour fees imposed by the Direct Debit Request Provider where Weel is unable to direct debit the amount stipulated by You on Your Account. Any such dishonour fees will appear on Your invoice.

18. Complaints

If you are dissatisfied or have a complaint about the Service, please contact Weel at help@letsweel.com.

When We receive Your complaint We'll aim to acknowledge your complaint within one Business Day or as soon as practicable within five Business Days.

Where we're unable to resolve your complaint within five Business Days, we'll consider and provide a response to your complaint within 30 days. If an issue has not been resolved to your satisfaction, you may have a right to lodge a complaint with the Financial Product Issuer or the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Before AFCA can investigate the matter, you must have first given Us and the Financial Product Issuer the opportunity to review it.

The contact details for AFCA are:

Website: afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678

Post: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

19. General Information

Entire Agreement – This Agreement constitutes the entire agreement between You and Weel and governs your use of the Service, superseding any prior agreements between You and Weel. However, nothing in the Agreement limits any liability either party may have in connection with any representations or other communications (either oral or written) made before or after entering into the Agreement, where such liability cannot be excluded by law.

System Outage - Access to the Services or the Website may occasionally be unavailable or limited due to hardware or software failure or defects, overloading of system capacity, pandemic, act of war, revolution, strikes, lockouts, acts of government, damage from natural events or disasters or disruptive human activity, interruption of power systems, labour shortages or stoppages, legal or regulatory restrictions as well as other causes outside of Weel's control. Weel will not be liable for any loss or damage which you may incur as a result of the Services being unavailable due to causes outside of Weel's control.

Governing Law and Jurisdiction – This Agreement and the relationship between You and Weel shall be governed by the laws of the State of New South Wales without regard to its conflict of law provisions. You and Weel agree to submit to the personal and exclusive jurisdiction of the courts of New South Wales.

Waiver and Severability of Terms – The failure of Weel to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavour to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect.

Statute of Limitations – You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

Headings - The section titles in this Agreement are for convenience only and have no legal or contractual effect.

Attachment A – Letter of Authority

To: Weel Holdings Pty Ltd

AUTHORISATION LETTER

On behalf of [organisation name] (“we”, “our”), I, the undersigned, do hereby declare that we agree to engage with Weel Holdings Pty Ltd in a commercial relationship for which we authorise [full name of ** Applicant **] to act on our behalf and in our name to do the following:

1. Conduct all matters in relation to establishing and maintaining services with Weel Holdings Pty Ltd (including any of its associated entities, any of its third party providers, and any third parties on behalf of which it acts as an authorised representative to provide financial services).
2. This authorisation will be effective with immediate effect until further notice.
3. I guarantee that I am duly authorised to make, and will be responsible for, these authorisations.

Signature: _____

Name: [full name of ** Director or equivalent **]

Date: [date]

Attachment B – Invitation T&Cs

By accepting these Invitation T&Cs, I hereby confirm that:

(a) I have given my consent for the disclosure of my personal information, and have obtained consent for the disclosure of any third party's personal information, to Weel Holdings Pty Limited ("Weel"), including any of its associated entities, third party providers, and any third parties on behalf of which it acts as an authorised representative to provide financial services, for the purpose of using the services provided or distributed by Weel;

(b) the personal information of any individual provided is verified, true, correct and complete. In addition, the first and last names of any individual provided are consistent with a government issued identification document (e.g., driver's licence, passport);

(c) if an invited individual is located or resides outside of Australia, that they are an employee of the business that holds the relevant account at Weel (the "Business");

(d) the Business will promptly notify Weel of any changes to the personal information provided to Weel or the declarations made here.