WEEL GLOBAL TERMS AND CONDITIONS

Updated 28 October 2026

Introduction

Welcome to Weel. We are a spend management platform for businesses.

These Terms and Conditions (**Agreement**) and the Relevant Country Addendum 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 are deemed to 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 including the Relevant Country Addendum.

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

Business Day means a day that is not a Saturday, a Sunday or a public holiday in the Relevant Country.

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.

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

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 Services with the authorisation of the Customer from time to time.

Direct Debit Request Provider means the third party payment processor specified in the Relevant Country Addendum.

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

Insolvency Event means, in relation to any person, any of the following events:

a) 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;

b) 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 controller or like person in respect of the whole or any part of the party's assets or business;

c) any step being taken which could result in being subject to any arrangement, compromise, assignment or composition, for the benefit of, its creditors or any class of them;

d) the person suspends payment of its debts generally or is or becomes unable to pay its debts when they are due or is presumed to be insolvent;

e) having something with the same or a similar effect happen under the laws of any jurisdiction; or

f) the person ceases to carry on business or threatens to cease to carry on business or substantially alters the nature of its 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 the Apple App Store or Google Play.

Non-excludable Guarantees has the meaning given to that term in clause 15.

Payment Provider means the provider of the Payment Services.

Payment Services means the products as described in the Relevant Country Addendum.

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 Services available at https://letsweel.com/pricing as amended from time to time.

Platform Services means the Services, other than the Payment Services.

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

Product Disclosure Statement means any applicable product disclosure statement available at letsweel.com/terms that is issued by the Payment Provider.

Relevant Country has the meaning given to that term in the Relevant Country Addendum.

Relevant Country Addendum means the country specific addendum to this Agreement as applicable to Your use of the Services.

Services 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 Services (including the Payment Provider).

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, AFSL 700383 or such other entity specified in the Relevant Country Addendum.

1. Use of Services and Software

Weel grants the Customer and Customer Authorised Users the right to access and use the Services 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 Customer Authorised User's level of access to the Business Account;

c) the Customer is responsible for all Customer Authorised Users' use of the Services 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 (2) a 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 Services 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:

a) Business Account, the Customer must:

i. meet the Business Account Criteria set out in the Relevant Country Addendum;

ii. not be experiencing an Insolvency Event; and

iii. meet the eligibility criteria set out in the Payment Provider's terms and conditions.

b) User Account, the Customer Authorised User must:

i. be an individual who is at least 18 years old;

ii. have a valid email address;

iii. have a valid mobile number that can receive SMS; and

iv. meet the eligibility criteria set out in the Payment Provider's terms and conditions.

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

i. meet the Business Account User Criteria set out in the Relevant Country Addendum; and

ii. meet the eligibility criteria for a User Account (above).

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 set up a Business Account to access and use the Services.

A Customer Authorised User will need to set up a User Account to access and use the Services.

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; 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

a) In setting up a User Account or a Business Account, You and each Customer Authorised User will be required to select a username and password.

b) You and each Customer Authorised User are responsible for keeping their log-in details secure and confidential and must not disclose them to any other person.

c) 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, any failure by You or any Customer Authorised User to maintain the security and confidentiality of their log-in details unless Weel caused or contributed to such loss, cost, damage or expense.

d) 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.

e) You are fully responsible for all activities carried out under or using the log-in details of You or any Customer Authorised User (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 the security of Your User Account or Business Account or log-in details and You and each Customer Authorised User must take all actions reasonably requested by Weel.

f) You must notify Weel as soon as reasonably practicable of any unauthorised use of the log-in details of You or any Customer Authorised User 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 or any Customer Authorised User provides any inaccurate or incomplete information to Weel, or Weel has reasonable grounds to suspect that to be the case;

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; and

c) if Weel closes or cancels Your Business Account, this Agreement will terminate pursuant to clause 12.

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 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 Services.

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 Payment Provider all information, communications and instructions submitted by You, any payments or other transaction instructions in connection with the Payment Services. 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 Payment Provider.

c) Receiving and passing on to You all information, communications, instructions provided by the Payment Provider in connection with the Payment Services.

d) Accessing, managing and dealing with any account or cards You maintain with the Payment Provider or using any information relating to any account or cards You maintain with the Payment Provider.

e) Instructing a Payment Provider to transfer any funds that it holds in Your Account to another provider of financial services that has been engaged by Weel. Weel will provide You with at least 30 days' written notice prior to instructing the Payment Provider 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 Payment Provider for fees that apply to the Payment Services and any other amount owed by You to the Payment Provider.

g) Receiving and delivering to the Payment Provider all fees and amounts provided by You to satisfy payment for amounts owed to the Payment Provider.

h) Approving or declining any transaction request that Weel receives from You or the Payment Provider in relation to the Payment Services.

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 (if applicable) 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.

Payment Services fees, including billing details for each fee, are set out in the Payment Provider Terms.

Platform Fees and applicable Payment Services 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, including any applicable GST or similar that We are liable to pay in respect of Services provided to You under law. 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 accordance with the process for making changes to this Agreement set out in clause 16.

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 12. 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

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

9. Handling of Commercially Sensitive Information

In connection with Your use of Your Account or during Your interactions with Weel, You may be asked to provide information that You or Your business consider to be commercially sensitive ("Commercially Sensitive Information"). If such information is provided, and both You and Weel expressly agree in writing, with specific reference to this clause, that the information is Commercially Sensitive Information, Weel agrees:

a) to only collect information that is reasonably necessary for Weel to provide, to arrange to provide, or to modify the Services, and to only use such information for that purpose;

b) to hold collected information confidentially and securely, including by taking reasonable steps to ensure such information is stored in accordance with relevant industry standards;

c) to keep such information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements; and

d) that, if such information will be disclosed to a third party (including the Payment Provider, an Automatically Integrated Third Party Product (as that term is later defined in clause 18.2 of this Agreement) provider or other Third Party Provider), to take reasonable steps to ensure that such third party protects Your information in a manner that is similar to the manner in which Weel protects Your information.

This clause does not apply to information that is:

a) publicly available, or available to Weel, without breach of this Agreement;

b) independently developed by Weel; or

c) required to be disclosed by law, court order, or regulatory authority.

10. 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 the 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.

11. No Resale of Services

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).

12. 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 Payment Services 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.

13. 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 Services by any means other than through the interfaces that are provided by Weel for use in accessing the Services.

14. Trademark Information

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

15. Disclaimer of Warranties

In some countries, there may be non-excludable warranties, guarantees or other rights provided by law ("**Non-excludable Guarantees**"). If You are located in those countries, Your country's Non-excludable Guarantees still apply – these terms do not exclude, restrict or modify them. Except for Non-excludable Guarantees and other rights You have that We cannot exclude, We're bound only by the express promises made in these terms. Our liability for breach of a Non-excludable Guarantee is limited, at Our option, to either replacing or paying the cost of replacing the relevant Services (unless the Non-excludable Guarantee says otherwise). Refer to the Relevant Country Addendum for additional consumer protection provisions (if applicable).

16. 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 12 which permits You to terminate this Agreement with or without cause on 30 days' notice.

Any changes will apply to any transactions or requests initiated after the updated terms of the Agreement take effect, but will not apply to any transaction that is initiated prior to the updated terms of the Agreement taking effect.

17. Indemnity and liability

17.1 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.

17.2 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 Platform 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 or any other cause of action.

17.3 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.

18. Third Party Products

18.1 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 caused 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.

18.2 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 Services offering (**Automatically Integrated Third Party Product**).

You consent to Weel providing any necessary information to an Automatically Integrated Third Party Product provider, in accordance with the terms of the Weel Privacy Policy, 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. 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.

18.3 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.

19. Complaints

If You are dissatisfied or have a complaint about the Services, 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 calendar days. If an issue has not been resolved to Your satisfaction, You may have a right to lodge a complaint with the complaints authority as set out in the Relevant Country Addendum.

20. General Information

Entire Agreement – This Agreement constitutes the entire agreement between You and Weel and governs Your use of the Services, 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 specified in the Relevant Country Addendum without regard to its conflict of law provisions. You and Weel agree to submit to the personal and exclusive jurisdiction of the courts specified in the Relevant Country Addendum.

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, to the extent permitted by law, any claim or cause of action arising out of or related to use of the Services 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

INSTRUCTIONS

The **Business** is the full legal name of the business entity for which you are completing this application.

The **Applicant** refers to the individual who is submitting the application for a Weel account on behalf of the Business. This must be the same person who has undertaken the individual KYC verification process as part of the Weel onboarding form.

The **Director** refers to the name of the Director or equivalent who is authorised to sign on behalf of the Business. For the avoidance of doubt, the Applicant and the Director cannot be the same person. If the Director is the person submitting the application for a Weel account, this document is not required.

DETAILS:

Business: _____

[Insert full legal name of the Business]

Applicant: _____

[Insert full name of the Applicant]

Director: _____

[Insert full name of the Director or equivalent]

AUTHORITY

Dear Weel,

On behalf of the Business ("we", "our"), I, the undersigned Director, hereby declare that we agree to engage with Weel Holdings Pty Ltd and/or its associated entities, as applicable under the Weel Terms and Conditions ("**Weel**"), in a commercial relationship, for which we authorise the Applicant to act on our behalf and in our name to do the following:

1. Conduct all matters in relation to establishing, maintaining and terminating services with Weel (including any of its third-party providers, and any third parties with which it works to provide financial services).
2. This authorisation will be effective immediately until further notice.
3. It is the obligation of the Business to notify Weel of any changes to these details.
4. The Applicant is authorised to appoint other representatives to act on behalf of the Business in the same capacity, and to the same extent, as that indicated in this authority.
5. I guarantee that I am duly authorised to make, and will be responsible for, these authorisations.

Director’s Signature: _____

[Insert signature of the Director or equivalent]

Date: _____

[Insert date of signing]

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 Ltd and/or its associated entities, as applicable under the Weel Terms and Conditions (“Weel”), including any of its third party providers, and any third parties with which it works 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) in relation to the business that holds the account with Weel (“the Business”): if an invited individual is located or resides outside the country in which the Business is registered or incorporated, they must be an employee of the Business;

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

Relevant Country Addendum

This addendum specifies country-specific matters that amend, modify or supplement (as applicable) the provisions in the Agreement when the Customer is located in a country listed in the table below. To the extent there are any inconsistencies between the terms of this addendum and the terms of the Agreement, this addendum will prevail. For the purposes of this addendum, a Customer is considered to be located in the country in which they receive the Services ("**Relevant Country**").

Country	Australia	New Zealand
Definitions		
Direct Debit Request Provider	Zai Australia Pty Ltd (ABN: 96 637 632 645) or some other third party payment processor	Not applicable – no Direct Debit Request Provider is available.
Payment Services	The products as described in the Australian Product Disclosure Statement that is issued by the Payment Provider.	The Services (as that term is defined in the Payment Provider Terms).
Payment Provider	**Nium Pty Limited**, a proprietary limited company incorporated in Australia (ABN 45 601 384 025, AFSL 464627).	**Nium (New Zealand) Limited**, a limited company incorporated in New Zealand (Company Number 9076652, NZBN 9429051874322).
Payment Provider Terms	The Nium Terms and Conditions For Business Customers.	The Nium Terms and Conditions For Business Customers.
Weel or **Us** or **We**	**Weel Holdings Pty Ltd**, a proprietary limited company incorporated in Australia (ABN 39 617 434 607, AFSL 700383).	**Weel New Zealand Limited**, a limited company incorporated in New Zealand (Company Number 9295557, NZBN 9429052492549).
Eligibility criteria (clause 2)		
Business Account Criteria	The Customer must be an Australian registered business with an ACN, ABN, or any other identifier supported by Weel.	The Customer must be a New Zealand business with an NZBN, or any other identifier supported by Weel.
Business Account User Criteria	The Customer (or the person applying for a Business Account on behalf of a Customer) must: a) be a permanent resident or citizen in Australia; b) be capable of entering into a legally binding contract in Australia; c) have a residential address in Australia.	The Customer (or the person applying for a Business Account on behalf of a Customer) must: a) be a permanent resident or citizen in New Zealand; b) be capable of entering into a legally binding contract in New Zealand; c) have a residential address in New Zealand.
Consumer protection (clause 15)		
Consumer protection	If the Services We provide to You are subject to Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and Part 2 of the *Australian Securities and Investments Commission Act 2001* (Cth) (**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:	If the Services We provide to You are subject to the Consumer Guarantees Act 1993 (New Zealand), the Services may come with guarantees that cannot be excluded.

	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 Services 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). If the Services We provide to You are not subject to the Consumer Protection Law or any other applicable legislation and can be excluded, You understand and agree that, to the maximum extent permitted by law: a) the Services are provided on an "as is" and "as available" basis and We expressly disclaim 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 Us or through or from the Services shall create any warranty not expressly stated in this Agreement; and c) We have relied on Your representations and warranties to open Your Business Account and provide You with the Services.	
Complaints (clause 19)		
Complaints authority	If an issue has not been resolved to Your satisfaction, You may have a right to lodge a complaint with the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers. Before AFCA can	If an issue has not been resolved to Your satisfaction, You may have a right to lodge a complaint with Financial Services Complaints Ltd (**FSCL**). Before FSCL can investigate the matter, You must have first given Us and the

	investigate the matter, You must have first given Us 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	Payment Provider the opportunity to review it. The contact details for FSCL are: Website: fscl.org.nz Email: complaints@fscl.org.nz Telephone: 0800 347 257 Post: Financial Services Complaints Limited Level 4, 101 Lambton Quay Wellington 6011
Governing law (clause 20)		
Governing law	The laws of the State of New South Wales.	The laws of New Zealand.
Venue	The courts of the State of New South Wales.	The courts of New Zealand.