

## **WESTERN UNION® MONEY TRANSFER<sup>SM</sup> SERVICE IS PROVIDED ON THE FOLLOWING TERMS AND CONDITIONS**

Western Union® Money Transfer<sup>SM</sup> transactions can be sent and picked up at most Western Union® Partner (“Partner”) locations worldwide. Customers may call the number indicated during the transaction for the address and hours of nearby locations. Some locations are open 24 hours.

Regular money transfers are usually available within minutes for pick up by the receiver, subject to the opening hours of the receiving Partner location. The Next Day/2 Day and account-based money transfer services are available upon request to limited countries. The money sent using the Next Day/2 Day money transfer service will be available for collection within 24 and 48 hours respectively. Account-based transfers generally take 3 business days, though transfers to mobile wallets are often available within minutes. Exceeding amount limitations, regulatory restrictions or other restrictions in certain countries may delay the transaction. Western Union does not act as the agent or representative of any bank for any purpose and does not accept deposits on behalf of any bank.

Money transfers will normally be paid in cash, but some Partners will pay by cheque or a combination of cash and cheque or may offer or the receiver may choose other ways to receive funds and some money transfers may be paid to accounts. All cash payments are subject to availability, receivers showing documentary evidence of their identity and providing all details about the money transfer required by Western Union, including sender’s and receiver’s names, country of origin, approximate sum and any other conditions or requirements applicable at the Partner location, for example the money transfer control number, which is mandatory for payout in some countries. The sender authorizes Western Union to honor the receiver’s choice of method to receive funds even if it differs from the sender’s. Cash money transfers shall be paid to the person that Partners deem entitled to receive the transaction after verification of identity often through examination of identification documents. Such payment can be made even when the form filled out by the receiver contains errors. Neither Western Union nor its Partners carry out a comparison of the “To Send Money” form against the “To Receive Money” form to verify the address given for the receiver. In some destinations the receiver may be required to provide identification, a test question answer or both to receive funds in cash. Test questions are not an additional security feature and cannot be used to time or delay the payment of a transaction and are prohibited in certain countries. Western Union and/or its Partner will be considered to have fulfilled its obligations to the customer as soon as the sum of money transferred is paid to the

legitimate person, identified as the recipient named by the customer by means of an identification document and/or a test question. The customer carries the risk of payment on production of false identification papers. This applies in particular where the customer passes on data related to the order to persons other than the recipient.

Applicable law prohibits money transmitters from doing business with certain individuals and countries. Western Union is required to screen all transactions against lists of names provided by the governments of the countries in which we do business, including the US Treasury Department's Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, Western Union researches the transaction to determine if the name matched is the individual on the relevant list. On occasion, customers are required to provide additional identification or information, delaying transactions. This is a legal requirement for all transactions processed by Western Union (inclusive of transfers that originate and terminate outside of the US).

**POWER OF ATTORNEY** - Western Union Policies prohibit using the power of attorney (regardless of certification) for sending and receiving money transfers.

**TRANSFER FEES** - Written information explaining how Western Union charges the sender for making a money transfer will either be displayed prominently at the Partner location or shown to the sender prior to completion of the payment order. Unless applicable law in the destination country requires otherwise, the sender will bear all fees for the money transfer. In certain cases, payment of a money transfer may be subject to local taxes and service charges.

**FOREIGN EXCHANGE** - Money transfer payments will normally be made in the currency of the destination country (in some countries payment is available only in U.S. dollars or other alternate currency). In addition to the transfer fee applicable to each transfer and if the currency which the sender presents to an Partner is not the currency to be received by the receiver, all currency is converted at Western Union's then current rate of exchange. The currency will be converted at the time of transfer and the receiver will receive the foreign currency amount indicated to the sender at the moment of transaction. In a few countries local regulations require the currency to be converted at the time the receiver is paid, in which case the exchange rate and any amounts indicated to the sender at the moment of transaction may be subject to exchange rate fluctuations between the time of transfer and the time the receiver collects the funds. Western Union calculates its rate of exchange based on commercially available interbank rates plus a margin. Most rates of exchange are adjusted several times daily in line with the relevant closing rate of global financial markets. The exchange rate applied may be less favorable

than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to customers and the currency exchange rate received by Western Union will be kept by Western Union (and, in some instances, its Partners) in addition to the transfer fees. Additional information about exchange rates for specific destination countries can be obtained by calling the number indicated to the sender at the moment of transaction.

Sending and receiving in countries that provide payment in multiple currencies: Senders must select the currency of payment at the time the send money transaction is made. The transfer fee and the money Western Union (or its Partners, mobile phone or account provider) makes when it changes the funds into foreign currency may vary based upon the payment currency selected. In some countries it is possible to decide to receive the funds in a currency different from the one that the sender selected. Western Union (or its Partners, mobile phone or account provider) may make additional money when your funds are converted into the currency selected by the receiver.

## SPECIAL SERVICES

TELEPHONE NOTIFICATION to the receiver that the money transfer is available for pick up is offered in most countries for an additional fee. MESSENGER DELIVERY of a cheque or a bank draft is available in some countries to selected destinations for an additional fee. SUPPLEMENTAL MESSAGES may be included for an additional fee with money transfers sent to most countries.

SMS – Where available, Western Union offers free SMS notification to indicate that the transaction has been collected by the receiver (for the sender) or that funds are available for collection (for the receiver). Charges applied by the service provider are the exclusive responsibility of the sender or receiver. If permitted by applicable law, the SMS will be sent to the sender's and/or receiver's mobile number indicated by the sender at the moment of transaction. Western Union will send SMS messages to a third party gateway for delivery. Western Union is not responsible for undelivered SMS or technical malfunctions that occur outside of its proprietary systems.

ACCOUNT BASED TRANSFERS – MOBILE MONEY TRANSFR (MMT) Where available, the receiver may incur additional fees for receiving the sender's funds through a mobile telephone or to a bank or other account. Transfers should be sent to a local (receiver) currency account, otherwise the receiving institution may convert the funds at its own exchange rate or reject the transaction. The receiver's agreement with its mobile

phone service, mWallet, bank or other account provider governs the account and determines their rights, liability, fees, funds availability and account limitations. In the event of an inconsistency between the account number (including mobile phone numbers for mobile accounts) and name of the receiver, the transfer will be credited to the account number provided by the sender. Western Union may make money from fees associated with use of an account. Western Union accepts no responsibility to the sender nor to any account holder for any fees, exchange rates used for conversion to non-local currency, acts or omissions of the destination or intermediary financial service providers.

**REFUND** - Western Union will refund the principal amount of a money transfer (at the applicable exchange rate described herein in effect at the time the refund is made) upon the written request of the sender if payment to the receiver is not made or credited within 45 days. Transfer fee refunds are made upon sender's written request if the money transfer is not available to the receiver within the time specified for the selected service, subject to the business hours of, and availability of funds at, the location selected for payment and other conditions, including, without limitation, conditions beyond the control of Western Union or its Partners, such as inclement weather or telecommunications failure. Transfer fees are not refunded if the transfer is stopped at the sender's request. Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws. To the extent allowed by law, Western Union may deduct an administrative charge from money transfers that are not picked up within one year of the send date.

**LIABILITY** - WESTERN UNION DOES NOT GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICES PAID FOR BY MEANS OF A WESTERN UNION MONEY TRANSFER. THE SENDER'S TRANSACTION DATA IS CONFIDENTIAL TO HIM AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN HIS RECEIVER. THE SENDER IS CAUTIONED AGAINST SENDING MONEY TO ANY PERSON HE DOES NOT KNOW. IN NO EVENT SHALL WESTERN UNION OR ANY OF ITS PARTNERS BE LIABLE IF THE SENDER COMMUNICATES TRANSACTIONAL DATA TO ANY PERSON OTHER THAN HIS RECEIVER. IN NO EVENT SHALL WESTERN UNION OR ANY OF ITS PARTNERS BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR NON-DELIVERY OF ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR EMPLOYEES OR PARTNERS OR OTHERWISE, BEYOND THE SUM EQUIVALENT TO US\$500 (IN ADDITION TO REFUNDING THE PRINCIPAL AMOUNT OF THE MONEY TRANSFER AND THE TRANSFER FEE). IN NO EVENT WILL WESTERN UNION OR ITS

PARTNERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT LIMIT WESTERN UNION'S OR PARTNER'S LIABILITY FOR DAMAGES RESULTING FROM WESTERN UNION'S OR PARTNER'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN THOSE JURISDICTIONS WHERE SUCH A LIMITATION OF LIABILITY IS VOID.

When a Partner accepts a cheque draft, credit or debit card or other non-cash form of payment, neither Western Union nor the Partner assumes any obligation to process or pay the money transfer if the form of payment is uncollectible, nor do they assume any liability for damages resulting from nonpayment of the money transfer by reason of such uncollectibility. Western Union reserves the right to change these terms and conditions or the offered service without notice. Western Union and its Partners may refuse to provide service to any person.

**DATA PROTECTION – Your personal information is processed under the applicable law** and controlled by Western Union. We use personal information you provide to us when using our products and services, as well as other information that is collected or generated during our relationship with you. This includes information from other services like money transfers, bill and business payments, loyalty or membership program details, historical transactions, and marketing choices. This information is used to provide you with the services you agreed to and activities like administration, customer service, anti-money laundering duties, validate your details, to complete analysis and research, to help prevent and detect of fraud, debt and theft recovery, and to help us improve our products and services and operations.

Western Union may also use, collect from and share with other business who work with us information from other products and services and convenience and/or rewards programs, which you have registered for during your relationship with us. We will hold and retain the information that you give us about another person including the details of the receiver of our services in order to execute the transaction. Your obligation prior to providing this information that you have notified and secure authorization from the other person on our use and disclosure of this information as set out in this section.

We may provide the information we hold to parties located outside your country, including the USA. We may also provide the information to other organizations, that help us run our business, if there is a reasonable need, to carry out or aide the money transfer, future services, or for any of the reasons or uses set out in this section. We may add to information you provide with information from available other business or

individuals, including information to validate the accuracy of your information provided by you. Western Union may also give information to third parties, where there is a reasonably need, to help prevent and detect crime, to prosecute offenders, national security or legal reasons.

The information we hold may be accessed by Western Union and our affiliates including but not limited to any authorized Western Union Entities for any of the reasons purposes set out in this section or for other purposes to which you have agreed,. You have a right to ask us to see and get a copy of your information, which we may charge a small fee for. You can also correct, erase or limit our use of the information which is incomplete, inaccurate or out-of-date. And you may object at any time on legitimate reasons to the use of your information, where the processing is not required to complete the service, or required by law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from Western Union, please make a call using the number indicated to you at the moment of transaction.

**CUSTOMER RELATIONS** - If you are not satisfied with the service you should telephone the number indicated to you at the moment of transaction. A representative will investigate your concerns fairly and will endeavor to do so speedily.

The Western Union Money Transfer Service is provided by Partners participating in Western Union Money Transfer System in conjunction with Western Union Financial Services, Inc., an American company (for money transfers from the United States, Canada, and Mexico, and for commercial services transactions) and Western Union International Limited, an Irish company (for all other transactions), through a network of authorized Partners and representatives.

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