

WESTERN UNION WALLET FEE SCHEDULE

Long Form list of all fees for the Western Union Wallet (“Long Form”)

| All fees | Basic Plan | Premium Subscription | Details |
|-----------------------------|---------------|----------------------|---|
| Get started | | | |
| Account issuance/activation | \$0 | \$0 | No fee charged for establishing a Wallet. |
| Card issuance/activation | \$0 | \$0 | This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details No fee for issuance of your linked Western Union Visa Prepaid Card and/or Account. |
| Monthly usage | | | |
| Plan fee | \$0 | \$4.99 per month | For Premium Subscriptions, this fee will be deducted from Your Western Union Wallet each month, beginning on the date of activation and each month thereafter on the anniversary date of activation. |
| Additional currency balance | \$1 per month | \$1 per month | <p>This fee will be deducted from Your Western Union Wallet each month for each account balance You hold in a different currency in addition to U.S. dollars.</p> <p>For the Basic Plan, one non-USD currency balance is included at no additional cost to You.</p> <p>For Premium Subscriptions, five non-USD currency balances are included at no additional cost to You.</p> |

| | | | |
|---|---------------|---------------|--|
| Add money | | | |
| Direct deposit | \$0 | \$0 | No fee for direct deposit. |
| Cash reload | \$0 | \$0 | No fee for cash reload. |
| Spend or send money | | | |
| Convert currencies | \$0 | \$0 | See Section 1(i) of the Western Union Wallet Terms and Conditions TITLED "Currency Exchange" which explains how Western Union establishes currency rates for relevant transactions. |
| Bill payment (regular / 2 nd Day delivery) | \$0 - \$150 | \$0 | Western Union bill pay services available through the Western Union Wallet. Regular bill pay transactions will be completed within two (2) business days. |
| Bill payment (expedited / urgent delivery) | \$0 - \$150 | \$0-\$150 | Western Union bill pay services available through the Western Union Wallet. Expedited bill pay transactions will be completed the same day made if payment is made during business hours; otherwise within one (1) business day. |
| Online Money Transfer | \$0 - \$1,000 | \$0 - \$1,000 | This is the transfer fee for sending money using Your Wallet with online money transfer services provided by WUFSI and WUIS, as applicable. This fee depends on factors including the amount and destination of the transfer. |
| Wallet to Wallet transfer | \$0 | \$0 | This is the transfer fee for sending money online using Your Wallet to send to another Western Union Wallet account holder (including an eligible wallet issued by a Western Union affiliate outside the United States) |

| Get cash | | | |
|-------------------------------|-----|-----|---|
| ATM withdrawal | \$2 | \$2 | <p>This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although the fee is associated with your Western Union Visa Prepaid Card, it is collected directly from your Wallet Account. You may also be charged a fee by the ATM operator, even if You do not complete a transaction.</p> <p>For Premium Subscriptions, there is no charge for the first three withdrawals per month</p> |
| Cash Pickup | \$4 | \$4 | <p>Fee when You transfer money from Your Western Union Wallet to Yourself for cash pickup at participating WUFSI agent locations and other participating retail locations.</p> |
| Information | | | |
| Customer service (automated) | \$0 | \$0 | <p>No fee for calling our automated customer service line, including for balance inquiries.</p> |
| Customer service (live agent) | \$0 | \$0 | <p>No fee for calling our live customer service line.</p> |
| ATM balance inquiry | \$0 | \$0 | <p>This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although no fee is charged, you may be charged a fee by the ATM operator.</p> |

| Using Your card outside the U.S. | | | |
|--|-----|-----|---|
| International point-of-sale transaction | 2% | 1% | This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although the fee is associated with your Western Union Visa Prepaid Card, it is collected directly from your Wallet Account. |
| International ATM withdrawal | \$2 | \$2 | This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although the fee is associated with your Western Union Visa Prepaid Card, it is collected directly from your Wallet Account. You may also be charged a fee by the ATM operator, even if You do not complete a transaction. |
| International ATM balance inquiry | \$0 | \$0 | This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although no fee is charged, you may be charged a fee by the ATM operator. |
| Other | | | |
| Inactivity fee | \$0 | \$0 | |
| Replacement card fee if card is lost, stolen, or not working | \$5 | \$5 | This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although the fee |

| | | | |
|--|-----------|-----------|---|
| | | | is associated with your Western Union Visa Prepaid Card, it is collected directly from your Wallet Account. There is no fee to replace an expired card. |
| Express shipping fee for first and any subsequent replacement card (Shipping within the U.S.) | \$10 | \$10 | This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although the fee is associated with your Western Union Visa Prepaid Card, it is collected directly from your Wallet Account. |
| Expedited shipping fee for first and any subsequent replacement card (Shipping within the U.S.) | \$45 | \$45 | This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although the fee is associated with your Western Union Visa Prepaid Card, it is collected directly from your Wallet Account. |
| Shipping charge fee for first and any subsequent replacement card (Shipping to U.S. Territories) | \$50-\$65 | \$50-\$65 | This is the same fee that is listed in the Western Union Visa Prepaid Card Cardholder Agreement. See that Cardholder Agreement for more details. Although the fee is associated with your Western Union Visa Prepaid Card, it is collected directly from your Wallet Account. |

Funds in Your Western Union Wallet are not FDIC insured, unless those funds are put in Your Western Union Wallet by automatic transfer from your associated Western Union Visa® Prepaid Card account and result from:

- (i) direct deposit of wages:
- (ii) direct deposit of government benefits or government payments: or
- (iii) an electronic funds transfer, initiated from, an external bank account; and

are held in U.S. dollars. Funds in Your Western Union Wallet that meet these requirements are eligible for pass-through FDIC insurance. These FDIC funds will be held by Western Union on your behalf and maintained in pooled custodial accounts held at or transferred to Pathward, N.A., an FDIC-insured institution or such other FDIC-insured institution as Western Union may designate in a notice to You ("Bank Partner"). These custodial accounts are maintained in a manner that makes pass-through FDIC insurance available up to \$250,000 per individual (or such other coverage limit determined by the FDIC) in the event a Bank Partner fails. FDIC insurance coverage is contingent upon Western Union maintaining accurate records and on determinations of the FDIC. See fdic.gov/deposit/deposits/prepaid.html for details.

In all other circumstances, funds in Your Western Union Wallet are not FDIC insured.

No overdraft/credit feature.

Contact Western Union by phone at 1-800-325-6000, by mail at P.O. Box 6036, Englewood, CO 80155, or visit www.WesternUnion.com

For general information about prepaid accounts, visit cfpb.gov/prepaid, if You have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

WESTERN UNION WALLET TERMS AND CONDITIONS

IMPORTANT PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS.

CUSTOMER SERVICE CONTACT INFORMATION:

Address: P.O. Box 6036, Englewood, CO 80155

Website: www.WesternUnion.com

Toll-Free Customer Service Number: 1-800-325-6000

1. WESTERN UNION WALLET ACCOUNT, SERVICES, AND TERMS

These Western Union Wallet Terms and Conditions (“Agreement”) form a contract between You and Western Union Financial Services, Inc. (“WUFSI”) and govern Your use of Your Western Union Wallet (“Western Union Wallet” or “Wallet”). The Western Union Wallet is a multi-currency prepaid account provided by WUFSI as a licensed money transmitter where applicable (the “Wallet Account”) and includes (1) the Western Union mobile application (“App”) and (2) Your use of, and WUFSI’s provision of, the www.westernunion.com website in connection with accessing Your Western Union Wallet (the “Website”) or any other website of WUFSI or its affiliates with a link to this Agreement or any content, information, services, features, or resources available or enabled through the foregoing (individually and collectively, the “Services”). For purposes of this Agreement, “You”, “Your”, or “Yourself” means the person who establishes a Western Union Wallet, and “Western Union”, “us”, “our”, or “we” refers to WUFSI unless stated otherwise in this Agreement. For ease of reading, this Agreement is not formulated in a gender-specific manner and applies equally to all genders.

The Western Union Wallet may be used to exchange currencies, store and transfer funds, and access related products and features such as cryptocurrency services. To establish a Western Union Wallet, You must first provide requested account-creation information, as further described below. Provided that You satisfy applicable eligibility criteria, You will receive (i) credentials to log into Your Western Union Wallet through the App and Website, (ii) the Wallet Account, (iii) a separate, but linked, Card Account and a Card (as defined and detailed in Section 1 (e) below), (iv) access to global money transfer and bill payment services separately provided by WUFSI together with Western Union International Services LLC (“WUIS”), as applicable, the terms of which are incorporated by reference in this Agreement, and (iv) as available, access to additional Services (e.g., cryptocurrency services) related to, or provided through, Your Western Union Wallet.

Your use of the Services may be subject to additional terms, conditions, and policies that WUFSI and its affiliates and partners, including any WUFSI bank partner (each a “Bank Partner”), may separately provide regarding the Services as well as any agreements that You have separately executed with WUFSI, its affiliates, and partners (“Supplemental Terms”). As applicable, the Supplemental Terms are incorporated by reference. To the extent there is any conflict between this Agreement and the Supplemental Terms, the Supplemental Terms will control with respect to the subject matter of the Supplemental Terms, except as otherwise expressly noted in this Agreement. By creating and using a Western Union Wallet, You agree to comply with all aspects of this Agreement and Supplemental Terms at the time You accept the Agreement. Supplemental Terms include, but are not necessarily limited to, the following:

- [Electronic Communications Delivery Policy \(E-Sign Disclosure and Consent\)](#)
- [Online Money Transfer Terms and Conditions, in connection with bill pay and money transfer services separately provided by WUFSI and WUIS](#)
- [WUFSI Privacy Statement](#)
- WUFSI Cryptocurrency Terms and Conditions

We may revise this Agreement and any of the Supplemental Terms at any time, and the revised version will be effective at the time the revised Agreement or Supplemental Terms are posted unless otherwise noted. You agree to check for updates to this Agreement and Supplemental Terms. If changes to the

Agreement reduce Your rights or increase Your responsibilities, we will provide thirty (30) days' written notice to You to the extent required by applicable law. By continuing to use the Western Union Wallet or access the Services after any changes to the Agreement or Supplemental Terms become effective, You agree to abide and be legally bound by those changes. If You do not agree with any changes to this Agreement, You may close Your Western Union Wallet. If You close Your Western Union Wallet, You will no longer be able to access any of the Services associated with the Wallet but may have limited access to the App and other non-Wallet features in WUFSI's sole discretion.

a. Eligibility for a Western Union Wallet

You must be an individual and resident of the United States, or the territories of Guam, Puerto Rico, or the U.S. Virgin Islands, and at least eighteen (18) years old, or the age of majority in Your state of residence, to use the Services and establish a Western Union Wallet. You may only create and use a Western Union Wallet for personal, family or household purposes in accordance with Section (1)(d)(iii) below. We may in our sole discretion and in accordance with applicable law determine whether You are eligible to establish or maintain a Western Union Wallet at any time.

b. Western Union Wallet Features

Subject to the terms of this Agreement, here are some of the things You can enjoy with Your Western Union Wallet:

- Fund Western Union bill pay, or money transfer services separately provided by WUFSI and WUIS pursuant to the Online Money Transfer Terms and Conditions
- Receive money from a Western Union money transfer
- Load money using a debit or credit card or from a bank account linked to Your Wallet
- Hold money in U.S. dollars plus an additional eligible currency (up to five eligible currencies in addition to U.S. dollars with a Premium Subscription)
- Set up direct deposit of funds (to the extent available) or receive an External Transfer (as defined in Section 1 (g) (i))using your linked Card and Card Account, as more fully discussed in Section 1(e) below
- Convert money from one eligible currency to another
- Withdraw money to an external bank account
- Receive funds from, and transfer funds to, another Wallet holder's Wallet
- Load cash to, and withdraw funds from, Your Western Union Wallet at participating retail store locations where Western Union and other services are offered
- Make online or point-of-sale purchases from merchants using Your linked Card and Card Account, as more fully discussed in Section 1(e) below
- Withdraw money at ATMs using Your linked Card and Card Account, as more fully discussed in Section 1(e) below.

Some of these services may not be available at all times, or at all ATMs, participating retail locations, or places of business.

c. Important Information about Procedures for Opening and Maintaining a Western Union Wallet

To create a Western Union Wallet, You must register and enter Your account information through www.westernunion.com, via the App, or in-person at certain participating retail store locations (subject to availability).

You acknowledge and agree that federal law requires WUFSI to obtain, verify, and record information that identifies each person who establishes a Wallet in order to help the government detect and prevent the funding of terrorism and money laundering activities. Therefore, You understand that, as a condition of creating a Western Union Wallet, You must provide or confirm certain identifying and other personal information, including, but not limited to, Your full legal name, residential address, country of birth, email address, phone number, date of birth, taxpayer identification number (e.g., social security number or other identification number acceptable for purposes of establishing Your Western Union Wallet), and identification document (e.g., driver's license or passport). You understand that from time to time, as well as in connection with new or additional Wallet products or services, WUFSI may ask You to confirm or reverify Your identity or may require that You provide certain additional information or documents, at WUFSI's sole discretion.

You certify that any information You provide in connection with establishing and maintaining Your Western Union Wallet is complete, true and correct, and You understand and agree that You are obligated to keep such information current and promptly notify WUFSI of any changes in such information, including Your name, address, email address, and telephone number.

Before You can establish a Western Union Wallet, we must verify or have previously verified the required identifying information that You provide to us. In doing so, we may need to open an investigation or collect additional information from You to determine Your eligibility for a Western Union Wallet, and as a result, You may not have immediate access to the Western Union Wallet. If we are unable to complete any such investigation or collect additional information from You, we reserve the right, in our sole discretion, to limit or prohibit Your access to the Services.

d. Access and Credentials; Personal Use

i. Access and Credentials. You understand that You may need to provide and may only be permitted to access Your Wallet using Your Wallet login credentials and other required forms of authentication. If You have existing login credentials associated with an account with Western Union or its affiliates for money transfer services, You may be able to use such credentials to establish Your Western Union Wallet. If You do so, You understand and agree that WUFSI may access and import certain of Your information from the existing account into the Wallet account registration form and/or Your Wallet account record during the Wallet creation process. You may be required to verify and confirm such information is complete and accurate. Upon creating a Wallet, You agree and understand that certain services, features, and information relating to Your existing account may no longer be available to You, such as receiver payment information.

You are solely responsible for keeping any applicable account numbers or other information that provides access to Your Western Union Wallet and the Services (e.g., passwords, credentials, personal identification numbers, or any other codes) confidential and secure. You accept full responsibility for monitoring and safeguarding Your Western Union Wallet, including by restricting access to the mobile device, computer, or other remote mechanisms through which You access Your Western Union Wallet. You agree and understand that in the event that Your Western Union Wallet login credentials or any other form of authentication or account access mechanism is compromised, or unauthorized access to Your Western Union Wallet otherwise occurs or may occur, You must notify WUFSI immediately by contacting WUFSI at the customer service contact information provided at the beginning of this Agreement.

ii. Multifactor Authentication. You agree that, at WUFSI's discretion, You may be required to use at least two (2) forms of authentication when accessing Your Western Union Wallet and performing certain operations in Your Western Union Wallet ("Multifactor Authentication"). Forms of Multifactor Authentication in addition to Your Wallet login credentials may include verification tokens delivered through SMS. You agree that WUFSI may provide applicable Multifactor Authentication data to a third-party service provider in order to help authenticate You.

iii. Personal Use. The Western Union Wallet is for personal use only. You may only have one personal Wallet (which may include a Western Union Crypto Wallet, as defined below). WUFSI

may monitor Western Union Wallets for compliance purposes and for other purposes permitted by applicable law. If, in its sole discretion, WUFSI determines that Your Western Union Wallet is used for commercial purposes, WUFSI may give You ten (10) days to cease using Your Western Union Wallet for commercial purposes and may issue a Form 1099-K, and/or other appropriate form(s), to You and the relevant government authority(ies), if required. If, after ten (10) days, You continue to use Your Western Union Wallet for commercial purposes, WUFSI may suspend or close Your Wallet and settle the remaining balance of any funds, subject to the terms of this Agreement, to You.

e. Western Union Visa Prepaid Card. When you open a Western Union Wallet Account, You will receive a separate, but linked, prepaid card account (“Card Account”) and a Western Union Visa Prepaid Card (the “Card”) issued by a Pathward®, National Association (a WUFSI Bank Partner) to access the Card Account. The Card Account will be linked to your Wallet. With Your Card, You will be able to (i) purchase goods or services from merchants at point-of-sale terminals, over the telephone, online or on any payment platform, (ii) withdraw money at ATMs, and (iii) receive direct deposits via Automated Clearing House (“ACH”) transfers (“Card Transactions”). We will automatically link your Card Account to your Wallet and when you use your Card to facilitate a Card Transaction, You authorize us to transfer funds to or from Your Wallet Account and/or Card Account to facilitate the Card Transaction. Initially, You will receive a virtual Card. You may elect to obtain a physical card, subject to applicable fees, at any time through the Website, App, or by contacting us using the contact information at the beginning of this Agreement. You understand that You may not have access to certain Wallet features, such as being able to use available Wallet funds to make point-of-sale purchases or withdrawing funds from an ATM, if You do not elect to obtain a physical Card. Your use of the Card is subject to the terms, conditions and limitations set forth in this Agreement and in the cardholder agreement between You and WUFSI’s Bank Partner issuing the Card (the “Cardholder Agreement”). For avoidance of doubt, the Cardholder Agreement is an agreement between You and WUFSI’s Bank Partner, not WUFSI, and in the event of any inconsistency between this Agreement and the Cardholder Agreement, the Cardholder Agreement shall govern Your use of the Card and Your relationship with Bank Partner. You agree that we may share personal information you provide to us to our Bank Partner and service providers acting on their behalf solely to verify Your identity for purposes of opening Your Card Account and issuing Your Card. Personal information shared with our Bank Partners will be treated in accordance with the applicable Bank Partner’s privacy policy provided to You.

f. Western Union Wallet Balance and Functionality. The Western Union Wallet is a regulated money transmission prepaid (i.e., stored value) product accessible through the Services that, subject to Your compliance with this Agreement and applicable law, enables You to access the Services described in Section 1(b), above. Your Western Union Wallet balance consists of the funds that You have in Your Western Union Wallet, excluding funds subject to pending transactions or holds. WUFSI reserves the right, at its sole discretion, to: (i) restrict or delay any transaction involving Your Wallet, including transactions involving the Card, for any purpose including, but not limited to, suspected fraud or other potential illicit activity; and (ii) limit the amount of funds that may be loaded to Your Wallet at any given time or over any period of time, as well as the availability of such funds.

You agree and understand that You bear sole responsibility for funds necessary for any transactions involving Your Western Union Wallet, and You agree and understand that WUFSI reserves the right, in its sole discretion, to refuse or reverse any transaction that occurs in connection with the Services, subject to applicable law and payment card network rules. WUFSI may, in its discretion, and if required by applicable law or payment card network rules, notify the parties to the transaction of any such refusal or reversal. If WUFSI refuses or reverses a transaction, WUFSI will not be liable to You for any resulting damages or claims. All costs associated with these actions will be Your responsibility.

The underlying funds in Your Western Union Wallet will generally be held in U.S. dollars. However, Your Wallet will nominally show Your available balances in eligible currencies You hold other than U.S. dollars, as applicable. You are responsible for all risks associated with maintaining multiple currencies in a Western Union Wallet. You may not manage multiple currencies for speculative trading purposes, conversion arbitrage, conversion options, or any other activity that WUFSI determines is primarily for the purpose of gaining or making money based on currency conversion rates. WUFSI may hold, cancel, or reverse any transaction we determine violates, or may violate, these restrictions.

g. Funding Your Western Union Wallet. This section lists the ways that You can load or receive funds to Your Wallet. The total amount of funds that You may have in Your Wallet (in any and all currencies) may be limited by WUFSI at its sole discretion.

i. Loads. You may load money into Your Wallet from any external bank account linked to your Wallet by requesting that WUFSI debit Your bank account through the ACH. For clarity, these are loads initiated from Your Wallet as distinct from External Transfers (defined in 1 (g) (ii) below) You may also load money to Your Wallet by using an eligible debit or credit card (a "Payment Card"). Please note that any loads funded via credit card may be subject to cash advance or other fees by Your credit card issuing bank. WUFSI has no control over any such fees and charges and is not responsible or liable for any such fees or charges.

You may be provided with the option to store Payment Card information on file with WUFSI for future Wallet transactions. You may be required to provide additional verification information (e.g., card verification value or "cvv") in order to use your stored Payment Card. You agree and understand that we may also use certain Payment Card updater services, whose availability varies by issuing bank, to ensure we have the most up-to-date information about any Payment Card we maintain on file on Your behalf.

You can also load cash to Your Wallet through WUFSI agent locations and other participating retail store locations. Fees may apply to such cash-in transactions.

ii. Direct Deposits Including State Benefits & Electronic Funds Transfers initiated from External Bank Accounts. Subject to availability and eligibility, You may arrange to have all or part of Your paycheck or any federal or state government benefit or payment (e.g., Federal tax refunds or Social Security payment) deposited directly into Your Western Union Wallet by Your employer or government payer, as applicable ("Direct Deposit"). You may also arrange to receive an electronic funds transfer initiated from an external bank account into Your Western Union Wallet ("External Transfer (s)"). To do so You will need to provide to Your employer or the government payer or the payor of the External Transfer, as applicable, the account and routing numbers found in the "view account details" section in your account in the App. Your employer or government payer may also ask You to fill out their own direct deposit form. We do not charge any fees to set up or maintain Direct Deposit or to receive External Transfers. We may offer early access to Direct Deposit funds to eligible customers, further described in Section 1(g)(iii) below. Direct Deposit and External Transfer is subject to the timing of the payer's funding and is at the discretion of WUFSI.

Because we do not receive funds via Direct Deposit or External Transfers instantly, there will be some delay between the payment being initiated by the payer and the payment arriving in your Wallet. Funds added to your Wallet via Direct Deposit and/or External Transfers are initially transferred to your Card Account and promptly transferred to your Wallet automatically. So there may be a delay in the crediting of the funds to Your Wallet. For example, availability of Direct Deposit or External Transfer funds may be delayed for several days in the event of a federal or bank holiday, or due to the timing of processing the transaction. You may review Your periodic statements or transaction history in Your Wallet and Card Account through the App or the Website or contact us at the phone number listed in the contact information section at the beginning of this Agreement to verify that each Direct Deposit and/or External Transfer has been received. We reserve the right to accept, reject, or limit transfers via Direct Deposit and/or External Transfers in our sole discretion. If You wish to stop Direct Deposits or any repeat External Transfers, You must contact the payer directly.

To assist in the prevention of fraud, You represent the following:

- For Direct Deposit of a tax refund: (i) the name and social security number associated with the refund payment matches the name and social security number associated with Your Western Union Wallet; and (ii) involving a joint tax return, the name and social security number of the first person listed in the tax return associated with the refund payment matches the name and social security number associated with Your Western Union Wallet.
- For Direct Deposit of other federal payments, the name and social security number associated with each payment will match the name and social security number associated with Your Western Union Wallet.

iii. Early Access to Direct Deposit. For certain eligible Direct Deposits, we may make funds available in Your Western Union Wallet when our Bank Partner notifies us that it has received notification from the payer that the payment is on the way. This may be up to two days before the scheduled settlement date of the funds. WUFSI does not guarantee early access to Direct Deposit funds, and in the event that You receive early access to funds it does not mean that You will have early access at any point in the future. The timing of funds made available before the scheduled payment date depends on a variety of factors, including but not limited to: (1) when our Bank Partner receives the payer's payment instructions, (2) any limitations we set on the amount and frequency of early access to Direct Deposit at our sole discretion, and (3) fraud prevention screening and related controls. The criteria we use for making funds available early is based on confidential criteria necessary for maintaining the security of Your Wallet and our payment services and is subject to change without notice. WUFSI reserves the right to restrict early access to Direct Deposit funds in Your Wallet, including the amount of the Direct Deposit funds, for any reason. In the event that a Direct Deposit is subsequently reversed or returned, including, but not limited to situations where funds have been credited to Your Wallet in error or where the payer's bank reverses or returns the payment file, WUFSI may restrict access to the funds and/or reverse any credit made to Your Wallet.

iv. Receiving Funds Sent to You. A third party can send funds to Your Wallet via a Western Union money transfer through a WUFSI agent location in the United States, an international agent of a WUFSI affiliate, or through the online money transfer services separately provided by WUFSI and WUIS, as applicable, pursuant to the Online Money Transfer Terms and Conditions. Additionally, You may also be able to transfer funds to Your Wallet using third-party services available at certain participating retail stores. Applicable fees will be charged by WUFSI or any other provider of such service to the sender of the transfer, whether it is You or a third party. WUFSI does not charge any fees for You to receive the transfer to Your Wallet.

You may not be able to receive funds in a currency Your Western Union Wallet is not currently configured to accept. To receive such funds, it may be necessary for the sender to send the funds to You in an eligible currency Your Wallet is configured to accept or for You to upgrade to the Premium Subscription (defined below) to be able to accept funds in an additional eligible currency.

You can also receive funds sent directly from another holder of a Western Union Wallet (including a Wallet issued by a WUFSI affiliate in another jurisdiction) through the App or Website ("Wallet to Wallet Transfer"). No transfer fees are charged for a Wallet-to-Wallet Transfer that is designated as such by the sender at the time of the transfer.

h. Making Purchases and Transferring Money from Your Western Union Wallet. To help protect us and You from loss, we may delay a withdrawal or transfer, in certain situations, including if we need to confirm that You have authorized the withdrawal or if other payments to Your Western Union Wallet have been subject to a reversal (for example, as a result of a chargeback or bank reversal). If we place a limitation on Your Western Union Wallet, a payment is subject to a hold, or Your Western Union Wallet or an associated account has a negative balance in any currency while a withdrawal from Western Union Wallet is pending, You may have to reinitiate the transaction once the limitation or hold has been lifted, or any negative balance is fully paid. We may set limits on Your withdrawals or transfers, and You can view any such limit by logging into Your Western Union Wallet.

i. Purchases and ATM Withdrawals. You may spend available U.S. dollar funds in Your Western Union Wallet by using Your Card to make a purchase online or, subject to You having a physical Card, in-person at locations that accept the Card or by withdrawing funds from an ATM using Your Card. When you make a purchase or withdraw funds using your Card, the funds are transferred from your Wallet Account to your Card Account in an amount sufficient to cover the purchase or withdrawal, and any applicable fees. If You have an insufficient U.S. dollar balance available in your Wallet Account, You will need to increase Your balance by taking applicable steps as set forth in Section 1(h)(iii) below or, if applicable, select an alternative method of payment. When You withdraw funds from an ATM using Your Card, You may be charged a fee by the owner of the ATM and an additional fee per the terms of Your Cardholder Agreement. Other withdrawal limits also apply to the use of Your Card. Please refer to the Cardholder Agreement for details.

ii. Online Money Transfers. Your Wallet can also be used to fund a Western Union money transfer or bill payment transaction. Spending funds in Your Western Union Wallet for a money transfer or bill payment involves use of services separately provided by WUFSI and WUIS, as applicable, pursuant to the Online Money Transfer Terms and Conditions. You can send funds to a third-party Receiver (as defined in the Online Money Transfer Terms and Conditions) to be received through an eligible payout method, including in cash at participating WUFSI agent locations throughout the U.S.

You can also send funds from Your Wallet to Yourself as Receiver (as defined in the Online Money Transfer Terms and Conditions) to be received in cash at participating WUFSI agent locations as well as at other participating retail store locations. Any such transfers to Yourself are subject to applicable law as well as the service and funds availability of the agent or retail store location.

Please note that applicable fees may be charged by WUFSI and/or WUIS to You as a sender of the online money transfer or bill payment funded using Your Wallet. WUFSI and WUIS may limit certain types of transactions involving use of Your Wallet to fund the money transfer services in accordance with such terms and conditions and any applicable law.

iii. Other Withdrawals and Transfers. You may also transfer funds to Yourself via ACH to Your external bank account. No transfer fees are charged to send funds to Your external bank account.

You can transfer to another Wallet holder (including a Wallet issued by a WUFSI affiliate in another jurisdiction) through a Wallet-to-Wallet Transfer. No transfer fees are charged for a Wallet-to-Wallet Transfer that is designated as such by You at the time of the transfer. Please note that any fees You are charged for an online money transfer funded using Your Wallet will not be refunded if the Receiver (as defined in the Online Money Transfer Terms and Conditions) changes the delivery method and collects the funds in his or her Wallet.

If the recipient of a transfer (including a Wallet-to-Wallet Transfer) does not accept funds in the currency that You are sending, Your transfer request may be denied.

iv. Ensuring You have Sufficient Funds. If You do not have sufficient funds in Your Western Union Wallet to make a withdrawal, transfer, or purchase, You may do any of the following:

- If performing a Wallet transaction in U.S. dollars: (i) load additional funds in U.S. dollars to Your Western Union Wallet pursuant to Section 1(g)(i) above as a separate transaction prior to completing the original transaction; (ii) convert funds from any non-U.S. currency balance held in Your Western Union Wallet into U.S. currency as a separate transaction prior to completing the original transaction; (iii) move any available funds in a Goals Account (described in Section 1(j), below) to Your available spending balance; (iv) if available, select an alternative method of payment; or (v) when available, sell cryptocurrency in the Western Union Crypto Wallet (defined below) as a separate transaction to obtain additional funds.
- If performing a Wallet transaction in an eligible currency other than U.S. dollars: (i) load additional U.S. dollar funds to Your Western Union Wallet pursuant to Section 1(g)(i) above as a separate transaction prior to completing the original transaction; (ii) when available, sell cryptocurrency in the Western Union Crypto Wallet as a separate transaction to obtain additional funds; and/or (iii) convert funds (including additional funds You load or receive from selling cryptocurrency) in Your Western Union Wallet into the desired currency as a separate transaction prior to completing the original transaction.

i. Holding Funds in Your Western Union Wallet; FDIC Insurance

WUFSI is not a bank, and Your Western Union Wallet is not a bank account. Except as otherwise noted in this Agreement, any balance in Your Western Union Wallet represents an unsecured claim against WUFSI and is not insured by the Federal Deposit Insurance Corporation (“FDIC”) or any other deposit protection scheme. You will not receive any interest or other return on any funds held with WUFSI.

Certain funds held in Your Western Union Wallet may be eligible for FDIC insurance. Specifically, funds that are put in Your Western Union Wallet by automatic transfer from your Card Account and result from:

- i. direct deposit of wages:
- ii. direct deposit of government benefits or government payments: or
- iii. an electronic funds transfer, initiated from an external bank account; and

are held in Your Western Union Wallet in U.S. dollars. Funds in Your Western Union Wallet that meet these requirements are eligible for pass-through FDIC insurance. These funds will be held by Western Union on your behalf and maintained in pooled custodial accounts held at or transferred to Pathward, N.A., an FDIC-insured institution or such other FDIC-insured Bank Partner as Western Union may designate in a notice to You. These custodial accounts are maintained in a manner that makes pass-through FDIC insurance available up to \$250,000 per individual (or such other coverage limit determined by the FDIC) in the event a Bank Partner fails. FDIC insurance coverage is contingent upon Western Union maintaining accurate records and on determinations of the FDIC. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details. In all other circumstances, all other funds in Your Western Union Wallet including any funds not held in U.S. dollars are not FDIC insured.

If any portion of the funds in Your Western Union Wallet is eligible for FDIC insurance in accordance with the rules described in the immediately preceding paragraph, WUFSI will deposit such funds into one or more custodial accounts we maintain for the benefit of eligible Western Union Wallet holders at one or more Bank Partners. WUFSI will hold these funds as Your agent and custodian and You consent to WUFSI acting as Your agent to do so. You will be the ultimate beneficial owner of the funds. You will not receive interest or any other earnings on funds held in these custodial accounts, and You agree that any credits that may be earned by WUFSI as a result of placing such funds in a custodial account belong to WUFSI. If a Bank Partner in which Your funds are held by WUFSI fails, You will be eligible to be insured by the FDIC up to the standard maximum deposit insurance amount (currently \$250,000). You agree and understand that this coverage is limited to the aggregated amount of all of Your deposits at the applicable Bank Partner that are held in the same capacity. For example, if You have a Western Union Wallet and a bank account that are both held in Your individual capacity and You are eligible for FDIC insurance in both accounts, any balances You maintain in those accounts will be aggregated for purposes of FDIC limits to the extent we place the Western Union Wallet funds in the same bank at which You hold Your bank account. If the total of the balances You have at any bank in the same capacity exceeds the FDIC insurance limit, the amount in excess of the FDIC insurance limit could be lost if the bank fails.

When we provide immediate or early credit of funds sent to Your Western Union Wallet that are eligible for FDIC insurance as described above, there might be a delay between the time that funds are credited and when we actually transfer those funds to one of the custodial accounts. That amount might not be insured by the FDIC in Your name during this period, but we will still hold the funds as Your agent and custodian in investments in accordance with state money transmitter laws, as described above. Because only certain funds associated with Your Western Union Wallet are eligible for FDIC insurance, You can call us at 1-800-325-6000 and such information will also be available in Your Western Union Wallet statement that You can access when logged into Your Western Union Wallet. Please note that any funds in Your Wallet that are eligible for FDIC insurance will be used to fund Wallet transactions only if You have no other Wallet funds. That is, the portion of Your Wallet balance that is not eligible for FDIC insurance will be used first for any relevant transactions, and if You do not have a sufficient amount of such funds, or no such funds, the remaining amount of the transaction will be funded from Your Wallet balance that is eligible for FDIC insurance.

j. Goals Accounts

Through Your Western Union Wallet, You can set “goals” and allocate U.S. dollar funds from Your available U.S. dollar spending balance to a designated goals account (“Goals Account”) for a specific purpose such as a vacation or an emergency fund, subject to this Agreement. Except as otherwise noted herein, You can establish one (1) Goals Account. If You are enrolled in the Premium Subscription (as defined below), You may establish up to three (3) Goals Accounts. Goals Accounts are not a savings account, and You will not earn or receive any interest or other return on funds allocated to Goals Accounts. No fees are charged by WUFSI in connection with Goals Accounts. Funds allocated to Goals Accounts are not eligible for FDIC insurance.

You can only add funds to Your Goals Account by transferring available U.S. dollar funds in Your Wallet balance. Such funds allocated to a Goals Account are not available for Wallet transactions. As set forth in Section 1(h)(iii), above, if You have insufficient funds in Your Wallet balance to complete a transaction, You will not be able to complete the transaction even if You have sufficient funds in a Goals Account. To spend or otherwise use funds in a Goals Account You need to first transfer the funds out of the Goals Account to Your Wallet spending balance. These transfers are immediately processed.

Goals Account transactions are reflected in Your transaction history accessible through the Services and on Your periodic statements. All relevant terms and conditions and limitations set forth in this Agreement, and all rights of WUFSI with respect to the Wallet, apply to Goals Accounts.

k. Cryptocurrency

Through Your Western Union Wallet, You also may be able to hold certain cryptocurrencies, if eligible and subject to availability (“Western Union Crypto Wallet”). If offered to You, the Western Union Crypto Wallet may not be available in all U.S. jurisdictions, and availability in any particular jurisdiction is subject to change as laws and regulations evolve. Cryptocurrency eligibility and other specific terms and conditions can be found in the WUFSI Cryptocurrency Terms and Conditions.

l. Currency Exchange

You may elect to exchange eligible currencies in Your Western Union Wallet by purchasing the desired amount of an eligible currency using available funds in Your Wallet. Subject to applicable law, (i) the currency exchange will be completed at the transaction exchange rate set by WUFSI for the relevant currency pair; and (ii) exchange rates are adjusted regularly and generally include a currency conversion spread to form the rate applicable to Your conversion. Such exchange rate is based on rates within the currency markets used by WUFSI on the conversion day or the prior business day; or, if required by law or regulation, set at the relevant government reference rate(s). WUFSI makes money from currency exchange and any difference between the rate given to You and the rate received by WUFSI will be kept by WUFSI. Subject to applicable law, the actual or estimated currency exchange rate applicable to Your transaction will be provided to You by WUFSI in advance.

When You use Your Western Union Wallet as the funding source for a transaction separately provided by WUFSI and its affiliates, such as a money transfer, currency conversion and any applicable fees will be subject to the terms and conditions of the applicable service.

m. Premium Subscription

Western Union offers a recurring monthly premium subscription (the “Premium Subscription”) to the Western Union Wallet, which gives subscribers access to certain discounts and additional features and services, detailed in this Agreement. The fee for the Premium Subscription is \$4.99 per month plus applicable taxes. Please click [here](#) to see the Long Form (incorporated herein by this reference) for additional information regarding Western Union Wallet fees associated with the Premium Subscription. Western Union in its sole discretion may offer You a free trial of the Premium Subscription after You open a Western Union Wallet. You understand and agree that on the same day of the month each month following the date You enroll into the Premium Subscription or the month that any applicable free trial ends, Your Wallet balance will be charged the applicable monthly fee until You cancel the Premium Subscription (for example, if You sign up for the Premium Subscription on January 2, You will be charged the monthly fee on the second day of each month until You cancel the Premium Subscription). You may cancel the Premium Subscription at any time through the Website, the App, or by contacting Western Union at the customer service contact information provided at the beginning of this Agreement. To cancel, You must contact WUFSI in time for us to receive Your request at least three (3) Business Days before Your Premium Subscription payment is scheduled to be made. If You call, WUFSI may also require You to put Your cancellation request in writing, and any such written cancellation request must be received by WUFSI within fourteen (14) days of the request. Please note that if You cancel your Premium Subscription, You may not be able to continue holding balances in different currencies. Any balances in non-U.S. dollar that You are no longer eligible to hold may be converted to U.S. dollars at WUFSI’s then-current transaction exchange rate for the relevant currency pair.

IF YOU PARTICIPATE IN THE PREMIUM SUBSCRIPTION, YOU UNDERSTAND AND AGREE THAT YOUR WESTERN UNION WALLET WILL BE CHARGED THE AMOUNT OF THE MONTHLY FEE UNTIL YOU CANCEL THE PREMIUM SUBSCRIPTION. YOU UNDERSTAND AND AGREE THAT YOUR PREMIUM SUBSCRIPTION MAY BE CANCELLED BY WUFSI AT ANY TIME IN ITS SOLE DISCRETION AND YOU WILL NO LONGER HAVE ACCESS TO THE ENHANCED WESTERN UNION WALLET FEATURES IF YOU DO NOT HAVE SUFFICIENT ELIGIBLE FUNDS IN YOUR WALLET OR IF WE ARE OTHERWISE UNABLE TO COLLECT PAYMENT FOR THE PREMIUM SUBSCRIPTION MONTHLY FEE FOR ANY REASON.

Western Union may in its sole discretion change or terminate the features and services offered in the Premium Subscription at any time. Western Union reserves the right to modify the fees associated with the Premium Subscription in its sole discretion and will provide notice to You pursuant to applicable law if You are subscribed to the Premium Subscription. If You have any questions regarding Your Premium Subscription, please contact us at the customer service contact information provided at the beginning of this Agreement.

n. Closing Your Western Union Wallet

Closing Your Western Union Wallet will result in WUFSI automatically terminating all access to services and features associated with Your Western Union Wallet that are governed under this Agreement and any related Supplemental Terms. You can terminate Your relationship with us at any time without cost by calling us at the phone number listed in the contact information section at the beginning of this Agreement, but You will remain liable for all obligations related to Your Western Union Wallet even after the Western Union Wallet is closed, including but not limited to negative balances, all reversals, chargebacks, fees, fines, penalties and other liability incurred by Western Union or any third party, caused by or arising out of Your breach of this Agreement, and/or Your use or the use of Your authorized third parties of the Services. You must withdraw or transfer any available funds held in a Western Union Wallet before closing the Western Union Wallet.

In certain cases, Western Union may opt to prohibit You from closing Your Western Union Wallet. These include:

- If You are attempting to evade an investigation.
- If You have a pending transaction using Your Western Union Wallet as the payment method or an open dispute or claim related to Your Western Union Wallet.
- If Your Western Union Wallet is subject to a hold or limitation.

If You close Your Western Union Wallet, You will no longer be able to access any of the Services associated with the Wallet, but You may have limited access to the App and other non-Wallet features in WUFSI's sole discretion. WUFSI, in our sole discretion, reserves the right to suspend or terminate this Agreement, including access to or use of Your Western Union Wallet, Your Western Union Wallet account credentials, the App and Website, and any of the websites, systems, or Services provided under this Agreement or by any WUFSI affiliate for any reason and at any time upon notice to You. Upon termination of this Agreement, WUFSI will pay to You the available funds held in Your Western Union Wallet in U.S. dollars. Any balances in non-U.S. dollars will be converted to U.S. dollars at WUFSI's then-current transaction exchange rate for the relevant currency pair. Your Western Union Card may also be suspended or terminated by WUFSI pursuant to this Agreement or by the Bank Partner pursuant to Your Cardholder Agreement with the Bank Partner. If Your Western Union Card is suspended or terminated, we reserve the right to limit, restrict, suspend, or close Your access to and use of the Western Union Wallet.

We may close or suspend use of Your Western Union Wallet or the Services for any reason, including:

- Your breach of any provision of this Agreement or documents referred to in this Agreement.
- A request or order to do so by any competent court of law, government authority or agency, regulatory authority, or law enforcement agency.

- We have reason to believe You are in violation or breach of any applicable law or regulation.
- We have reason to believe You are involved in any fraudulent activity, human trafficking, money laundering, terrorism financing or other illegal activity.
- We have reason to believe Your Western Union Wallet has been compromised or is being used fraudulently or without Your authorization.

2. DISCLAIMER OF WARRANTIES

a. As Is. YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK, AND THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. WUFSI EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.

i. WUFSI MAKES NO WARRANTY, REPRESENTATION, OR CONDITION THAT: (1) THE SERVICES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE.

ii. ANY CONTENT DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH THE SERVICES, IS ACCESSED AT YOUR OWN RISK, AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS THE SERVICES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.

iii. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. WESTERN UNION MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.

iv. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM WESTERN UNION OR THROUGH THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

v. FROM TIME TO TIME, WESTERN UNION MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH YOU MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT WESTERN UNION’S SOLE DISCRETION. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

b. WUFSI’s Liability to You is Limited. WUFSI is not liable or responsible under the following circumstances: (i) WUFSI has reason to believe a transaction You have requested is unauthorized; (ii) the ATM You choose for a cash withdrawal does not have sufficient cash; (iii) access to funds in Your Western Union Wallet have been blocked after You’ve reported Your Card lost or stolen in accordance with the terms of the Cardholder Agreement; (iv) a transaction cannot be completed because the Card is damaged; (v) a business or organization refuses to accept Your Card; (vi) the content or information You supply to Western Union is incorrect, incomplete, ambiguous or untimely; or (vii) there is a hold on funds in Your Western Union Wallet, or Your funds are subject to legal or administrative process or another similar encumbrance limiting their use, or Your access to the Western Union Wallet is otherwise suspended or limited in accordance with this Agreement.

3. INDEMNIFICATION; LIMITATION OF LIABILITY

a. Applicability. FOR PURPOSES OF THIS SECTION, WE USE THE TERM “WESTERN UNION GROUP” TO INCLUDE WUFSI AND OUR AFFILIATES, AND EACH OF THEIR RESPECTIVE

DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS (INCLUDING BANK PARTNERS), SERVICE PROVIDERS, AND SUPPLIERS. OUR AFFILIATES INCLUDE EACH ENTITY THAT WE CONTROL, WE ARE CONTROLLED BY OR WE ARE UNDER COMMON CONTROL WITH.

b. Indemnification. You agree to defend, indemnify and hold the Western Union Group harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of Your breach of this Agreement, Your improper use of the Services, Your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom You grant permissions to use Your Wallet or Your Card or access our websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf, or any of the Services on Your behalf.

c. Disclaimer of Certain Damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (i) IN NO EVENT SHALL THE WESTERN UNION GROUP BE LIABLE FOR DAMAGES WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$500; (ii) IN NO EVENT SHALL WESTERN UNION GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE ARISING OUT OF OR IN CONNECTION WITH (1) THE USE OR INABILITY TO USE, OR THE UNAVAILABILITY OF, THE SERVICES; (2) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (3) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICES; OR (4) ANY OTHER MATTER RELATED TO THE SERVICES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. IN ALL CASES, THE WESTERN UNION GROUP WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE, AND THE WESTERN UNION GROUP WILL NOT BE RESPONSIBLE, EXCEPT AS OTHERWISE PROVIDED FOR IN THIS AGREEMENT, FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR THE INFORMATION CONTAINED THEREIN.

4. REFUNDS. When You buy something from a merchant using Your Western Union Wallet as the funding source and the transaction is ultimately refunded, the money will be refunded, in whole or in part, to Your Western Union Wallet. If Your Western Union Wallet is closed while a refund or refund investigation is pending, we will contact You to issue any applicable refund. In certain instances, such as when You fund a Western Union money transfer using Your Wallet, Your ability to obtain a refund, and how the refund will be provided, is subject to the terms and conditions specific to the applicable services and not this Agreement. Nevertheless, in certain instances funds may be funded to Your Wallet.

5. ELECTRONIC FUND TRANSFER ACT DISCLOSURES

a. Business Days. For purposes of this Agreement and the Western Union Wallet, WUFSI's business days ("Business Days") are Monday through Friday, excluding federal holidays. WUFSI customer service hours may differ.

b. Liability of Consumer. Tell us AT ONCE if You believe Your Western Union Wallet account login or account number has been stolen or accessed without Your permission or if You believe that an electronic fund transfer has been made without Your permission or authorization (each, an "Unauthorized Transaction"). Telephoning is the best way of keeping Your possible losses down. You could lose all the money in Your account. You can contact WUFSI by calling us at 1-800-325-6000 or write to us at P.O. Box 6036, Englewood, CO 80155. You can also contact WUFSI by visiting <https://care.westernunion.com/us/en/ask>. If You tell WUFSI within two (2) Business Days after You learn of the Unauthorized Transaction, You understand that You can lose no more than \$50 if someone used Your Western Union Wallet without Your permission or authorization.

If You do NOT tell us within two (2) Business Days after You learn of an Unauthorized Transaction, and WUFSI can prove that it could have stopped the Unauthorized Transaction if You had told us, You could lose as much as \$500.

Also, if Your statement shows transfers that You did not make, including those made through Your Western Union Wallet, the App, a code, or any other means, tell WUFSI at once. If You do not tell WUFSI within

sixty (60) days after WUFSI sent You the first statement on which the Unauthorized Transaction appeared, You may not get back any money or funds associated with Unauthorized Transactions after the sixty (60) days if WUFSI can prove that WUFSI could have stopped the Unauthorized Transactions if You had told WUFSI in time. If a good reason (such as a long trip or a hospital stay) kept You from telling us, we will extend the time periods.

You understand that Unauthorized Transactions are not considered to include: (i) giving someone access to Your Western Union Wallet (e.g., if You give them Your username or password or otherwise provide access to the App) or someone is otherwise an authorized user and the person uses Your Western Union Wallet without Your knowledge, unless You have notified WUFSI that electronic transfers by that person are no longer authorized; (ii) You, or someone You are acting in concert with, act with fraudulent intent; (iii) You make a misdirected payment because such payment is an authorized payment and therefore will not be considered an Unauthorized Transaction.

If You believe Your Western Union Wallet account login or account number has been stolen or accessed without Your permission or there has been an Unauthorized Transaction involving Your Western Union Wallet, call 1-800-325-6000 or write: P.O. Box 6036, Englewood, CO 80155.

c. Types of transfers and limitation on transfers

You may make purchases with, withdraw funds from, and transfer funds into and out of Your Western Union Wallet as described in this Agreement subject to: (i) the funds available in Your Western Union Wallet; (ii) the transaction limits described below; (iii) the other terms and conditions of this Agreement; and (iv) any other Supplemental Terms.

i. Your Western Union Wallet balance may not exceed \$50,000 at any time. When funding your Western Union Wallet by credit/debit card or money transfer no single transaction can exceed \$5,000.

ii. The maximum permitted amount of any single Direct Deposit or External Transfer is \$5,000 subject to an aggregate daily limit of \$20,000.

iii. For security reasons, there may be limits on the number and/or amount of transfers You can make using the Western Union Wallet.

iv. The maximum amount of any bills payments from the Western Union Wallet in a day cannot exceed \$5,000 and any one bill payment transaction cannot exceed \$999.

(Please see your Cardholder Agreement for details on the limits applicable to your Card)

d. Fees. You can find a list of all fees associated with the Western Union Wallet [here](#). Western Union reserves the right to modify the fees associated with the Western Union Wallet in its sole discretion. Western Union will provide information regarding any fee modifications in accordance with applicable law. Fees are subject to any applicable taxes.

e. Periodic Statements. You will get a monthly account statement showing Your Western Union Wallet activity (unless there are no transfers in a particular month; in any case You will get the statement at least quarterly). You may view Your Western Union Wallet statement by logging into Your Western Union Wallet. Western Union Wallet holders will receive one statement showing all transactions involving the Western Union Wallet. If Your Wallet balance includes funds that are eligible for FDIC insurance, the balance of such funds will be separately indicated on Your statements.

When applicable, if You have arranged to have Direct Deposit made to Your Western Union Wallet at least once every 60 days from the same person or company, it is the responsibility of the person or company making the deposit to tell You every time they send You money. You can also check Your Western Union Wallet balance online, in the App, or on the Website to see if a Direct Deposit has been received.

f. Stop payment rights. Except with respect to transfers to the Card, as described below, You do not have the right to request in advance that WUFSI make regular payments out of Your Western Union Wallet, although, where available, You may ask third parties to initiate regular payments out of Your Western Union Wallet.

i. Right to stop payment. If You have automatic recurring payments taken out of Your Western Union Wallet, You can stop any of these payments by calling WUFSI at the Customer Service number above, writing WUFSI at the address above, or visiting the website listed above. You must contact WUFSI in time for it to receive Your request at least three (3) Business Days before the payment is scheduled to be made. If You call, WUFSI may also require You to put Your request in writing and get it to WUFSI within fourteen (14) days after You call.

ii. Notice of varying amounts. If these regular payments may vary in amount, the person or entity You are going to pay will tell You, ten (10) days before each payment, when the payment will be made and how much it will be. You may have the ability to choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that You set.)

iii. Liability for failure to stop payment of a preauthorized transfer. If You order WUFSI to stop one of these payments three (3) Business Days or more before the transfer is scheduled, and WUFSI does not do so, WUFSI will be liable for Your losses or damages.

g. Liability of WUFSI. If WUFSI does not complete a transfer or transaction or fails to stop permissible transfers pursuant to this Agreement to or from Your Western Union Wallet on time or in the correct amount in accordance with this Agreement, WUFSI will be liable for Your losses or damages. However, there are some exceptions. We will not be liable, for instance:

i. If through no fault of WUFSI's, You do not have enough money or funds in Your Western Union Wallet to make the transfer or complete a transaction;

ii. If Your funds are subject to restriction by government or regulatory authority, court order, or facially valid subpoena, any other applicable legal process, or other encumbrances that restricts transactions;

iii. If You are using your Card to withdraw funds at an ATM or for a purchase from a merchant, and Your Western Union Wallet does not have sufficient funds to load the Card Account and complete the transaction;

iv. If the App or Website is not working properly and You know about the issue when You initiate the transaction;

v. If circumstances beyond WUFSI's control (such as fire or flood) prevent the transfer or transaction, despite reasonable precautions that WUFSI has taken; or

vi. In the case of any other exceptions stated in this Agreement with You.

h. Other Disputes. You understand that You may have different rights and obligations, including with respect to dispute resolution procedures, for external bank accounts and certain other accounts offered by WUFSI affiliates, suppliers and Bank Partners, as applicable. You understand that You must consult the terms and conditions for any such applicable source for the rights and resolution procedures You may have with respect to such accounts. Your inquiries regarding disputes with any such third party should be directed to the third party.

i. Confidentiality. WUFSI will disclose information to third parties about You, Your Western Union Wallet, the Services You use, or the transfers and transactions You make:

i. Where it is necessary or helpful for completing transactions;

- ii. In order to verify the existence and condition of Your Western Union Wallet for a third party, such as a merchant;
- iii. In order to comply with a government agency, court order, or other legal or administrative reporting requirements;
- iv. If You give WUFSI Your written permission;
- v. To WUFSI's employees, auditors, affiliates, agents, vendors, service providers, or attorneys as needed;
- vi. In order to prevent, investigate, or report possible illegal activity;
- vii. For legitimate business purposes, including to issue authorizations for transactions on Your Western Union Wallet;
- viii. As otherwise described in our Privacy Statement;
- ix. As permitted by applicable law; or
- x. As otherwise set forth in this Agreement or as necessary to fulfill our obligations under this Agreement.

j. Error resolution. If You believe that there are errors involving Your Western Union Wallet or You have questions about Your Western Union Wallet, You understand that You can contact WUFSI in the following ways: by calling WUFSI at 1-800-325-6000 or by writing to WUFSI at P.O. Box 6036, Englewood, CO 80155, and by visiting <https://care.westernunion.com/us/en/ask>.

You understand that You should contact WUFSI or otherwise take an action described above through the Services as soon as You can if You believe that there is an error that has occurred on or related to Your Western Union Wallet. We must hear from You no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared. You also understand that WUFSI may need certain information from You in order to investigate Your claim, such as: (i) Your name, phone number, and/or other identifying information for Your Western Union Wallet (ii) an explanation of why You believe there was an error; (iii) the dollar amount involved, to the extent known; and (iv) when You believe the error took place, if possible.

You understand that WUFSI may require You to send Your complaint or question in writing within ten (10) Business Days if You have contacted WUFSI by telephone.

WUFSI will determine whether an error occurred within ten (10) Business Days after we hear from You and will correct any such error promptly. You understand that if WUFSI needs more time, WUFSI may take up to forty-five (45) days to investigate Your complaint or question. If WUFSI decides it is necessary to take more than ten (10) Business Days to investigate the error, WUFSI will provisionally credit Your Western Union Wallet within ten (10) Business Days for the amount You think is in error, so that You will have use of the money during the time it takes WUFSI to complete our investigation. However, if WUFSI asks You to put Your complaint or question in writing and WUFSI does not receive the written response within ten (10) Business Days, WUFSI may, at its discretion, not provisionally credit Your Western Union Wallet. When applicable, You understand that funds provisionally credited to Your Western Union Wallet will not be eligible for FDIC insurance until the day after the funds are available for Your use (to the extent such funds are otherwise eligible for FDIC insurance in accordance with the terms of this Agreement).

For errors involving new Western Union Wallets, WUFSI may take up to ninety (90) days to investigate Your complaint or question. For new Western Union Wallets, WUFSI may take up to twenty (20) Business Days to provisionally credit Your Western Union Wallet for the amount You think is an error.

WUFSI will tell You the results within three Business Days after WUFSI completes its investigation. If WUFSI decides that there was no error, WUFSI will send You a written explanation. You may ask WUFSI

for copies of the documents used in WUFSI's investigation. If You need more information about WUFSI's error resolution procedures, You can call WUFSI at 1-800-325-6000.

6. **HOLDS; LIMITATIONS.**

a. Holds. We may place a hold on payments sent to Your Western Union Wallet if, in our sole discretion, we believe that there may be a high level of risk associated with You, Your Wallet, Your use of our Services or transactions or that placing such a hold is necessary to comply with any applicable regulatory or legal requirements. We make decisions about whether to place a payment hold based on a number of factors, including information available to us from both internal sources and third parties. When we place a hold on a payment, the funds will appear in Your Wallet with an indication that they are unavailable or pending. We will notify You, either through Your Wallet or directly by phone or email, whenever we place a hold, unless we are otherwise prohibited by law from doing so.

b. Limitations. Limitations are implemented to help protect WUFSI, customers of WUFSI and its affiliates, and third parties when we notice restricted activities, an increased financial risk, or activity that appears to us as unusual or suspicious. Limitations also help us collect information necessary for keeping Your Western Union Wallet open. There are several reasons why Your account could be limited, including:

i. If we suspect someone could be using Your Western Union Wallet without Your knowledge, we will limit it for Your protection and look into the fraudulent activity.

ii. If Your bank lets us know that there have been unauthorized transfers between Your Western Union Wallet and Your bank account.

iii. In order to comply with applicable law.

iv. If we believe in our sole discretion that You have breached this Agreement or Supplemental Terms.

Unless a permanent limitation is placed on Your Western Union Wallet, You will need to resolve any issues with Your Wallet before a limitation can be removed. Normally, this is done after You provide us with the information we request. However, if we reasonably believe a risk still exists after You have provided us that information, we may take action to protect WUFSI, our affiliates, our Bank Partners, our users, a third party, or You from reversals, fees, fines, penalties, legal and/or regulatory risks, and any other liability.

c. Court Orders, Regulatory Requirement or Other Legal Process. If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting You, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from Your Western Union Wallet, placing a limitation on Your Western Union Wallet, or releasing Your funds. We will decide, in our sole discretion, which action is required of us. Unless the court order, applicable law, regulatory requirement, or other legal process requires otherwise, we will notify You of these actions. We do not have an obligation to contest or appeal any court order or legal process involving You or Your Western Union Wallet. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than one-hundred eighty (180) days.

7. **RIGHT OF OFFSET**

You authorize WUFSI and its affiliates to recover amounts You owe to WUFSI, and to debit, charge or otherwise exercise a right of offset to recover funds from the balance in Your Western Union Wallet, Your external bank account, any affiliate account You own, or any other payment instrument You have on file in Your Western Union Wallet. This authorization and/or right of offset shall survive termination of Your Western Union Wallet and this Agreement. If WUFSI's attempt to recover funds is not successful, You agree that the authorization and/or right of offset hereunder includes a grant to WUFSI of any additional authorizations and/or rights of offset required to recover the amount You owe to WUFSI in complete compliance with any applicable laws, rules, or industry regulations. WUFSI may take these actions without prior notice to You.

8. UNCLAIMED PROPERTY

If Your Wallet remains inactive for a period of time, as determined by applicable law, we may be required to escheat (send) Your Wallet balance to Your state of residency, as listed in Your Western Union Wallet. If Your address is unknown, Your Wallet balance will be escheated pursuant to applicable law. We will provide You notice in accordance with applicable law. We may be required to convert Your balance, including any cryptocurrency held in Your Wallet, to U.S. dollars, in order to escheat the balance. Once Your Wallet balance (as well as any cryptocurrency) has been escheated, You will need to contact the applicable state to recover Your property or the proceeds.

9. WESTERN UNION COMMUNICATIONS

a. Telephone Conversations and Electronic Communications. You understand and agree that WUFSI may record and monitor any telephone or electronic communications with You. Unless otherwise agreed in writing in advance, WUFSI does not consent to the recording of telephone conversations by any third party or You. You acknowledge and understand that not all telephone or electronic communications are recorded by WUFSI, and WUFSI does not guarantee that recordings of any particular telephone or electronic communications will be retained or capable of being retrieved. You also acknowledge and agree that WUFSI may maintain and retain records of all information, activity, and communications relating to Your Western Union Wallet and use of the Services, including transactions involving the Western Union Card.

b. Oral Authorization. You agree that WUFSI shall be entitled to act upon any oral instructions given by You so long as WUFSI reasonably believes such instruction was actually given by You or Your authorized agent.

10. DISPUTE RESOLUTION

The parties agree to use their best efforts to settle any dispute, claim, question, or disagreement through consultation with WUFSI, and good faith negotiations shall be a condition to either party initiating arbitration. If the parties do not reach an agreement to resolve the dispute within sixty (60) days from the time the informal dispute resolution is initiated, then the parties agree any dispute arising from or relating to this transaction shall be resolved by final and binding arbitration. The arbitrator shall also decide what is subject to arbitration. The arbitration will be administered by National Arbitration and Mediation (“NAM”) under its Comprehensive Dispute Resolution Rules and Procedures, which are available at www.westernunion.com/arbitrationinfo or by writing to 990 Stewart Ave., 1st Fl., Garden City, NY, 11530, and explain how to initiate arbitration. You will be responsible for up to \$125 of the administration fees. Western Union may reduce this amount if You demonstrate hardship. This Agreement is governed by the Federal Arbitration Act, and any award shall be subject to judicial confirmation. **Any arbitration shall take place on an individual basis only and the parties expressly waive their right to file a class action or seek relief on a class basis.** If any part of this paragraph is deemed invalid, it shall not invalidate the other parts. If NAM is unavailable, the parties or a court will select another arbitrator. You may opt out of arbitration and the class action waiver within 30 days after entering into this Agreement by calling 1-800-325-6000 (WUFSI). IF YOU DO NOT OPT OUT, YOU WILL WAIVE ANY RIGHT TO A TRIAL BY JURY OR JUDGE IN COURT AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION.

Please note that this Section 10 applies only to disputes involving the Services provided by WUFSI pursuant to this Agreement. Disputes relating to any other services provided by WUFSI and/or its affiliates, agents, partners (including Bank Partners) or third parties are subject to the terms of any applicable agreement governing those services.

11. USE OF THE WEBSITE, MOBILE DEVICE, AND TABLET SERVICES

a. Location Based Services. You acknowledge and authorize that information concerning the location of Your mobile device, tablet, or computer may be used to assess location. Location may be obtained at any time while logged into the Services, including when the App is closed. You expressly agree that You authorize WUFSI to collect and use Your location as a part of the Western Union Website and eligibility for use of the Website.

b. Intellectual Property. The Website, App, the Western Union Wallet, all other aspects of the Services, and all intellectual property therein (including but not limited to authors, patents, database rights, copyrights, trademarks and service marks) are owned by WUFSI, its affiliates or third parties, and all right, title and interest therein and thereto shall remain the property of WUFSI, its affiliates and/or such third parties. The Website and Western Union Wallet may be used only for the purpose permitted by this Agreement. You may view and retain a copy of the pages of the Website only for Your own personal, non-commercial use. You may not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Website, the Western Union Wallet or any portion thereof for any public or commercial use without the express written consent of WUFSI. You shall not (i) use any robot, spider, scraper or other automated device to access or reverse engineer the Website or Services or (ii) remove or alter any author, trademark, copyright or other proprietary notice or legend displayed on the Website (or printed pages thereof). The name Western Union and other names and indicia of ownership of the Services are the exclusive marks of WUFSI, its affiliates, or other third parties. Other product, service and company names appearing on the Website may be trademarks of their respective owners.

c. Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals WUFSI through its suggestion, feedback, wiki, forum, or similar pages (“Feedback”) is at Your own risk and that WUFSI has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that You have all rights necessary to submit the Feedback. You hereby grant to WUFSI a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Services and/or WUFSI’s business.

d. Links to Other Sites. The App or Website may contain links and pointers to other World Wide Web Internet sites and resources (the “Linked Sites”). Links to any Linked Site do not constitute an endorsement by or association with WUFSI or any of its affiliates. Links do not imply that WUFSI is associated with or legally authorized to use any trademark, trade name, logo or author symbol displayed in or accessible through the links, or that any Linked Sites are authorized to use any trademark, trade name, logo or author symbol of WUFSI or any of its affiliates. You should direct any concerns regarding any Linked Site to such Linked Site’s site administrator or webmaster. WUFSI does not represent or endorse the accuracy or reliability of, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You agree that reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at Your sole risk.

12. ACCESS TO THE SERVICES

a. Access and Use. Subject to this Agreement, WUFSI grants You a non-transferable, nonexclusive, revocable, limited right to access and use the Services.

b. Modification. Subject to limitations imposed by applicable law, WUFSI reserves the right, at any time, to modify, suspend, or discontinue the Services (in whole or in part) with or without notice to You. Notwithstanding applicable obligations relating to any funds in Your Wallet, You agree that Western Union will not be liable to You or to any third party for any modification, suspension, or discontinuation of the Services or any part thereof.

c. No Support or Maintenance; Necessary Equipment. WUFSI has no obligation to provide You with any support or maintenance in connection with the Services. You are solely responsible for fees such as Internet connection or mobile fees that You incur when accessing the Services.

d. Application License. Subject to Your compliance with the Agreement, WUFSI grants You a limited non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to download, install and use a copy of the App on a single mobile device or computer that You own or control and to run such copy of the App solely for Your own personal, noncommercial purposes. Furthermore, with respect to any mobile application accessed through or downloaded from the Apple App Store (an “App Store Sourced Application”), You will only use the App Store Sourced Application (a) on an Apple-branded product that runs the iOS (Apple’s proprietary operating system) and (b) as permitted by the “Usage Rules” set forth in

the Apple App Store Terms of Service. Notwithstanding the first sentence in this section, with respect to any Application accessed through or downloaded from the Google Play store (a “Google Play Sourced Application”), You may have additional license rights with respect to use of the mobile application on a shared basis within a designated family group.

e. Updates. You understand that the Services are evolving. As a result, WUFSI may require that You accept updates to the Services that You have installed on Your computer or mobile device. You acknowledge and agree that WUFSI may update the Services with or without notifying You. You may need to update third-party software from time to time in order to use Services.

f. Downtime. You agree and understand that part or all of the Services may periodically be unavailable during scheduled maintenance or unscheduled downtime (“Downtime”). You agree and understand that WUFSI is not liable or responsible to You for any inconvenience or losses to You as a result of Downtime.

13. TERM; TERMINATION

a. Term. The Agreement commences on the earlier to occur of (a) the date You first use the Services or (b) the date You accept the Agreement (in accordance with Section 1 above) and will remain in full force and effect while You use the Services, unless earlier terminated in accordance with the Agreement.

b. Termination of Services by Western Union. WUFSI may suspend or terminate Your rights to use the Services (including Your Western Union Wallet) at any time for any reason at Western Union’s sole discretion, including for any use of the Services in violation of this Agreement. Upon termination of Your rights under this Agreement, Your Wallet will be closed and Your right to access and use the Services will terminate immediately. You understand that any termination of Your Wallet may involve deletion of any content associated with Your Wallet. WUFSI will not have any liability whatsoever to You for any termination of Your rights under this Agreement, including for closing of Your Wallet. Even after Your rights under this Agreement are terminated, any provisions which should naturally survive any termination or expiration shall survive such termination or expiration. If WUFSI closes Your Wallet, You authorize WUFSI to transfer any remaining available funds in Your Wallet to an external bank account that You provide or any other method WUFSI makes available or chooses as its sole discretion, including enabling You to receive Your funds in cash at a participating WUFSI agent location or other participating retail store locations. While termination of Your Wallet does not automatically close Your Card Account or terminate Your agreement with Bank Partner, You will no longer be able to use the Card because the Card can only be used in connection with Your Wallet, as Your Wallet is the sole funding source for the Card Account. You may also no longer have the benefit of certain features of the Wallet, such as FDIC insurance (to the extent applicable).

c. Termination of Services by You. You may terminate the Services by (i) notifying WUFSI at any time by calling the phone number listed in the contact information section at the beginning of this Agreement and (ii) closing Your Wallet and terminating Your Wallet access to all of the Services that You use.

d. Pending Transactions. All transactions that are pending at the time Your Wallet is closed or Services are terminated will be settled. Any funds that WUFSI is holding in Your Wallet at the time of termination, suspension, or closure of Your Wallet, less any applicable fees, may be accessible for You to obtain through any available withdrawal or transfer method in WUFSI’s sole discretion and subject to any of the other terms or conditions in this Agreement, or presented at the time You cash out Your funds. If any termination or expiration of Your Wallet occurs concurrently with an investigation, WUFSI may hold Your funds until the finalization of such investigation.

e. No Subsequent Registration. If Your registration(s) with, or ability to access, the Services, is discontinued by WUFSI due to Your violation of any portion of the Agreement or for conduct otherwise inappropriate for the community, then You agree that You shall not attempt to re-register with or access the Services through use of a different member name or otherwise. If You violate the immediately preceding sentence, WUFSI reserves the right, in its sole discretion, to immediately take any or all of the actions set forth herein without any notice or warning to You.

f. **Termination in the event of death.** It is agreed that in the event of Your death, the representative of Your estate or the survivor or survivors shall immediately give WUFSI written notice thereof, and WUFSI may, before or after receiving such notice, take such proceedings, require such papers and inheritance or estate tax waivers, retain such portion of, or restrict transactions in Your Western Union Wallet as WUFSI may deem advisable to protect WUFSI against any tax, liability, penalty or loss under any present or future laws or otherwise. Further, WUFSI may in its discretion convert any balances in non-U.S. dollars to U.S. dollars at WUFSI's then-current transaction exchange rate for the relevant currency pair and/or close Your Western Union Wallet at any time, including prior or subsequent to the appointment of a personal representative for Your estate, and without demand upon or notice to any such personal representative. The estate of any Western Union Wallet holders who have died shall be liable and each survivor shall continue to be liable, jointly and severally, to WUFSI for any net debit balance or loss in said account in any way resulting from transactions initiated prior to the receipt by WUFSI of the written notice of the death of the decedent or incurred in the liquidation of the applicable Western Union Wallet or the adjustment of the interests of the respective parties, and for all other obligations pursuant to this Agreement. Such notice shall not affect WUFSI's rights under this Agreement to take any action that WUFSI could have taken if You had not died.

14. GENERAL PROVISIONS

a. **Entire Agreement.** This Agreement, together with all Supplemental Terms and other items incorporated by reference, embodies the entire understanding among the parties. It supersedes all prior understandings and cannot be modified orally. This Agreement is effective as of the Last Updated date set forth above.

b. **Assignment.** WUFSI has the right to assign this Agreement, and the provision of any specific services hereunder, to any party, at any time without Your consent.

c. **Choice of Law.** This Agreement is governed by Colorado law without regard to conflicts of law rules.

d. **Release.** You hereby release WUFSI and its successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from Your use of the Services, including but not limited to, any interactions with or conduct of other users or third-party services of any kind arising in connection with or as a result of the Agreement or Your use of the Services. If You are a California resident, You hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights, and actions of any kind, including personal injuries, death, or property damage for any unconscionable commercial practice by WUFSI or for fraud, deception, false, promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Services.

e. **Force Majeure.** Anything to the contrary notwithstanding, neither WUFSI, its affiliates or suppliers shall be liable for any delay or failure to perform resulting from causes outside its or their reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemic, epidemic, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

f. **Notice.** Where WUFSI requires that You provide an email address, You are responsible for providing WUFSI with Your most current email address. If the last email address You provided to WUFSI is not valid, or for any reason is not capable of delivering to You any notices required/ permitted by the Agreement, WUFSI's dispatch of the email containing such notice will nonetheless constitute effective notice.

g. **Choice of Language.** It is the express wish of the parties that the Agreement and all related documents have been drawn up in English. The English language version of this Agreement controls if there is an inconsistency between English and non-English versions of this Agreement.

h. Waiver. Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

i. Severability. If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.

j. Export Control. You may not use, export, import, or transfer the Services except as authorized by U.S. law. In particular, but without limitation, the Services may not be exported or reexported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, You represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Services for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Western Union are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer WUFSI products, Services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

k. Electronic Delivery of Account Information. All communications, notices, legal disclosures, and other materials related to Your Western Union Wallet or this Agreement, including account statements, notices, disclosures, regulatory communications and other information, documents, data and records regarding Your Western Union Wallet (the "Communications"), or an alert that any such Communication has been posted to Your Wallet, and is available for viewing, may be sent to You at the mailing address for Your Western Union Wallet or the email address that You have given to WUFSI or at such other address as You may hereafter give WUFSI in writing or by email at least ten (10) days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to You personally when sent, whether actually received or not.

l. Compliance with Law. You agree that Your use of the App, Website, Western Union Wallet, and any other aspect of the Services does not violate: (a) any law, including, without limit, laws relating to money laundering, illegal gambling activities, human trafficking, support for terrorist activities or fraud; and/or (b) this Agreement.

m. Headings. The captions and section headings in this Agreement are included for convenience only and are not to be deemed a part of or to affect the meaning or interpretation of this Agreement.

Western Union Visa Prepaid Card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc