

WUFSI Cryptocurrency Terms and Conditions

1. INTRODUCTION

These WUFSI Cryptocurrency Terms and Conditions (“**Cryptocurrency Terms**”) are between You and Western Union Financial Services, Inc. (“**WUFSI**”) and govern Your use of the services made available by WUFSI that may enable You to use Your Western Union Wallet to buy, sell, and hold cryptocurrencies, and engage in other related activities (the “**WUFSI Crypto Services**”). These Cryptocurrency Terms are incorporated by and made a part of the [Western Union Wallet Terms and Conditions](#) (the “**Wallet Terms**”) and, collectively with these Cryptocurrency Terms, the “**Agreement**”), which shall apply, with any modifications necessary to give similar effect, to the WUFSI Crypto Services. Capitalized terms used but not defined herein have the meaning given in the Wallet Terms, unless otherwise redefined herein. In the event of any conflict between these Cryptocurrency Terms and the Wallet Terms, these Cryptocurrency Terms will govern to the extent of such conflict. By accessing and/or using any WUFSI Crypto Services, including without limitation by enabling a Western Union Crypto Wallet (as defined below) or by buying or selling any cryptocurrencies then-currently supported by the WUFSI Crypto Services (“**Crypto Assets**”) through Your Western Union Wallet, you agree that you have read, understand, and agree to be bound by the Agreement.

We may revise these Cryptocurrency Terms from time to time in our sole discretion in accordance with the terms of the Agreement. If You do not agree to any changes to the Cryptocurrency Terms, You must close Your Western Union Crypto Wallet in accordance with these Cryptocurrency Terms and cease all further use of the WUFSI Crypto Services. By continuing to use any WUFSI Crypto Services after any change to the Agreement becomes effective, you agree to be bound by the updated Agreement.

2. CREATING A WESTERN UNION CRYPTO WALLET

a. Western Union Crypto Wallet. To access and use the WUFSI Crypto Services, You must have established a Western Union Wallet and must enable use of the WUFSI Crypto Services (a “**Western Union Crypto Wallet**”) through Your Western Union Wallet.

b. Registration Information. Before you can create and/or access a Western Union Crypto Wallet, WUFSI must first verify or re-verify, or have previously verified, certain identifying information about you (“**Registration Information**”). We may require You to provide additional Registration Information from time to time. You represent and warrant that all Registration Information You provide to WUFSI is accurate, current, and complete, and you agree to update your Registration Information or provide any additional information as may be requested by us from time to time in order to keep such Registration Information accurate, current, and complete.

c. Eligibility. To be eligible to use the WUFSI Crypto Services, you must be a legal resident of the United States and/or its territories, excluding Hawaii, New York, American Samoa, the Northern Mariana Islands, and where otherwise prohibited by applicable law (the “**Prohibited Territories**”). If you are a resident of a Prohibited Territory, you may not engage in any Transactions using the WUFSI Crypto Services. If you become a resident of a Prohibited Territory, if applicable, you may continue to view your Western Union Crypto Wallet and hold Crypto Assets in your Western Union Crypto Wallet, but you may not engage in any Transactions (defined below) through the WUFSI Crypto Services. There may also be certain instances in which you will not be able to engage in any Transactions, such as if you are physically present in a Prohibited Territory, even if you are not (or do not become) a resident of such Prohibited Territory.

d. Account Security. You are solely responsible for maintaining the security of Your Western Union Crypto Wallet, including without limitation any passwords or other codes that You use to access your Western Union Crypto Wallet.

3. WUFSI CRYPTO SERVICES

a. **WUFSI Crypto Services Overview.** The WUFSI Crypto Services include, without limitation, features and functionality that enable You to buy, sell, and hold Crypto Assets; to use the proceeds from sales of Your Crypto Assets to pay for purchases through Your Western Union Wallet; and to view market information and educational content with respect to Your Crypto Assets and other digital assets. Whether a particular digital asset is supported by WUFSI Crypto Services is subject to change from time to time in WUFSI's sole discretion.

b. **Holding Crypto Assets.** You may be able to hold a balance of Crypto Assets using the WUFSI Crypto Services.

- i. When you purchase Crypto Assets through Your Western Union Crypto Wallet, such Crypto Assets are held by one or more of our third-party custodial partners (each and collectively, "**Third-Party Custodian**") in one or more omnibus cryptocurrency wallets for the benefit of WUFSI customers. YOUR CRYPTO ASSETS ARE NOT HELD IN YOUR WESTERN UNION CRYPTO WALLET. You acknowledge and agree that WUFSI shall act as your agent with respect to any Crypto Assets held, purchased, or sold by you through the WUFSI Crypto Services, and expressly agree that WUFSI shall serve as Your agent with respect to such Third-Party Custodian. WUFSI shall use commercially reasonable efforts to ensure that any private keys or other passcodes associated with Your Crypto Assets are stored securely.
- ii. Any balance of Crypto Assets displayed in Your Western Union Crypto Wallet represents the amount of each type of Crypto Asset that you then-currently own. When You view your Western Union Crypto Wallet, we will display the amount of each type of Crypto Asset that You own, as well as a U.S. dollar equivalent value estimate (the "**Dollar Value**") of those Crypto Assets. The price of Crypto Assets may change quickly and dramatically, and the Dollar Value displayed will change as the market price of each Crypto Asset fluctuates, even though the amount of Crypto Assets held by you may remain consistent. The Dollar Value is an estimate based on market data from a variety of data sources and is made available to WUFSI from our technology partner. This Dollar Value is provided for informational purposes only, and does not represent the value You will receive if You actually sell your Crypto Assets or the amount You will pay to buy more Crypto Assets. The Dollar Value does not include our Fees or Spread or other third-party services fees that may be incurred in connection with Your use of any WUFSI Crypto Services.
- iii. Except where and to the extent prohibited by applicable law, rule, or regulation, You hereby grant to WUFSI a lien on, and security interest in and to, Your Crypto Assets, as security for the performance of Your obligations under these Cryptocurrency Terms.

c. **Title, Ownership, Custody and Application of the Uniform Commercial Code to Crypto Assets**

- i. Any Transaction to purchase Crypto Assets that You initiate through the WUFSI Crypto Services and that is subsequently completed will result in (1) Your Western Union Crypto Wallet being credited the amount of such Crypto Assets, and (2) You obtaining title to such Crypto Assets. You shall retain title to the Crypto Assets that You purchase, and title in such Crypto Assets shall not transfer to WUFSI. The amount of Crypto Assets that You purchase will be reflected in Your Western Union Crypto Wallet. Except as otherwise authorized by You, WUFSI may not grant a security interest in any Crypto Assets that You own. Except at Your direction or instruction, or as may be required by applicable law or

regulation or legal order, WUFSI will not loan, hypothecate, pledge, or encumber Your Crypto Assets.

- ii. The Crypto Assets that are reflected in Your Western Union Crypto Wallet and held by WUFSI as custodian on Your behalf are considered Your property under Division 8 of the Uniform Commercial Code (the “**Code**”). Specifically, You agree that (i) the Crypto Assets reflected in Your Western Union Crypto Wallet and held by WUFSI as custodian are “financial assets” (as defined in Section 8-102(9) of the Code); (ii) WUFSI is acting as a “securities intermediary” (as defined in Section 8-102(14) of the Code) with respect to such financial assets; (iii) You are an “entitlement holder” (as defined in Section 8-102(7) of the Code) with respect to such financial assets; (iv) You have a “security entitlement” (as defined in Section 8-102(17) of the Code) with respect to such financial assets; and (v) Your Western Union Crypto Wallet is a “securities account” (as defined in Section 8-501(a) of the Code). You agree WUFSI will satisfy its duties as a securities intermediary by complying with the terms of this Agreement. Under Section 8-503 of the Code, “all interest in that financial asset held by the securities intermediary are held by the securities intermediary for the entitlement holders, are not property of the securities intermediary, and are not subject to the claims of creditors of the securities intermediary.” For the purpose of clarity, the above references, including to “securities intermediary” and “securities account”, are referring to the terms as defined in the Code and such use does not imply that the “financial assets” held in Your Western Union Crypto Wallet qualify as “securities” under federal or state securities laws.

d. Transactions through the WUFSI Crypto Services

- i. Each purchase or sale transaction of Crypto Assets that you make through the WUFSI Crypto Services (each, a “**Transaction**”) is executed on Your behalf by WUFSI with one or more third-party trading services providers (each and collectively, the “**Trading Services Partner**”).
- ii. When you initiate a Transaction through the WUFSI Crypto Services, WUFSI will display the then-current price of Your proposed Transaction in U.S. Dollars. Because the price of Crypto Assets fluctuates, the price we provide will be valid only for a limited time. If the given price expires before you confirm a Transaction, You may not be able to complete Your Transaction at that price, and we will provide You with updated pricing information for the Transaction at the time that we provide your receipt.
- iii. Once You confirm a Transaction through the WUFSI Crypto Services, we will execute the Transaction with the Trading Services Partner. Once confirmed, You cannot reverse a Transaction. If we cannot complete your Transaction for any reason, including (by way of example and without limitation) due to a Trading Services Partner error or a lack of market liquidity, we will notify you through the WUFSI Crypto Services. If we cannot complete any Transaction in its entirety, we will not complete any portion of that Transaction.
- iv. We will email You a receipt of each completed Transaction. You may also be able to view Your Transaction history through Your Western Union Wallet. Your Western Union Wallet statement may include information on Transactions through the WUFSI Crypto Services, as well as Your beginning and ending Crypto Asset balance and the Fees You paid in connection with your Transactions. Your Western Union Wallet statement may not include all the details regarding Transactions through the WUFSI Crypto Services that are available in Your Western Union Wallet Transaction history or in your receipt(s).
- v. From time to time, we may, in our discretion, impose limits on the amount of Crypto Assets that You can buy, sell, or hold using the WUFSI Crypto Services, which may include (i)

limits on the cash value of each Transaction or the number of Transactions in which You can engage over particular periods of time; or (ii) limitations on the total amount and/or total value of a particular Crypto Asset or all Crypto Assets that you can hold using the WUFSI Crypto Services. Current Transaction limits are set forth on the WUFSI Crypto Services. To the fullest extent permitted by applicable law, we reserve the right to change the Transaction limit(s) at any time, for any or for no reason, with or without notice to you.

- vi. You cannot reverse, cancel or change any Transaction once it has been authorized. In addition to those rights contemplated by the Wallet Terms, we reserve the right not to process, to cancel or, to the extent possible, to reverse any Transaction that occurs in connection with the WUFSI Crypto Services, subject to applicable law. In such instances, regardless of the reason we have blocked, cancelled or reversed Your Transaction (and regardless of the reason we have lifted or reversed that restriction, if applicable) we do not guarantee You will be able to reinitiate such Transaction at the same price or on the same terms as the Transaction that we did not process, or that was cancelled or reversed.
- vii. Transactions involving Crypto Assets may be subject to applicable taxes. You acknowledge and agree that WUFSI is not liable, and You shall not seek to hold WUFSI liable, for any taxes paid or payable by You arising from or related to any Transaction. WUFSI will provide You any required IRS forms 1099 as applicable to Your use of the WUFSI Crypto Services, and we will report any necessary form 1099 filings to the IRS. As permitted by the IRS, the forms 1099 provided to You will show gross proceeds and cost or other basis on Your Transactions. You should consult Your tax professional regarding Your specific situation and Your reporting of Transactions involving Crypto Assets. You can access Your Transaction history and account statements through Your Western Union Crypto Wallet. WUFSI is not liable for any errors or omissions in any information (such as cost basis) that WUFSI is not required to report to the IRS on an applicable form 1099.
- viii. You must provide a certified form W-9, through Your Western Union Wallet, before You are allowed to conduct Transactions involving Crypto Assets. After WUFSI receives a certified W-9, it will validate Your provided TIN against the IRS database. If Your provided TIN cannot be validated against the IRS database, WUFSI may be required to withhold on Your sales proceeds of Crypto Assets. Additionally, Your ability to engage in Transactions involving Crypto Assets through Your Western Union Wallet may be suspended. You may be allowed to cure an invalidated TIN that You provided. However, WUFSI may be required to withhold taxes on any sales proceeds made during the TIN curing period.

e. **Buying Crypto Assets.**

- i. We do not currently allow use of a credit card or other credit products to purchase Crypto Assets. You may buy Crypto Assets through Your Western Union Crypto Wallet using any funding source then-currently enabled by the WUFSI Crypto Services (each, a “**Funding Source**”), which currently is limited to U.S. dollar funds available for Wallet transactions in Your Western Union Wallet.
- ii. When You use the WUFSI Crypto Services to purchase any Crypto Assets, You agree that You have enough available funds in the applicable Funding Source to complete Your purchase. If we are not able to collect the required funds to complete Your purchase from such Funding Source, You authorize us to stop your purchase so that You are not able to buy Crypto Assets in that Transaction and/or, if applicable, to: debit any balance or other amounts that You hold in Your Western Union Wallet; debit any other Funding Source linked to Your Western Union Wallet; remove from Your Western Union Crypto Wallet any Crypto Assets for which we did not receive payment; and/or take any other action permitted

by applicable law, rule, and regulation that we deem necessary to collect payment for such Transaction.

f. Selling Crypto Assets

- i. Prior to initiating a sale of any Crypto Assets, You can use the WUFSI Crypto Services to view the Dollar Value for which the Crypto Assets would be sold, less any Fees, Spread, and taxes applicable to the Transaction, based on the price for such Crypto Assets provided by the Trading Services Partner. WUFSI, and not You, will determine which specific Crypto Assets from your then-current holdings of the applicable type of Crypto Assets will be sold in any Transaction. WUFSI will use first-in-first-out (“**FIFO**”) method to calculate gains and losses in case You sell a Crypto Asset. This means that the gains and loss calculation will attribute Crypto Assets sold in chronological order beginning with the earliest Crypto Asset You purchased or acquired.
- ii. When You use Your Western Union Crypto Wallet to sell your Crypto Assets, we will deliver the proceeds from the sale into Your Western Union Wallet in U.S. dollars. The timing of transfers and availability of proceeds may be affected by a variety of factors, including holds placed on Your Western Union Wallet and holds related to the proceeds of the sale of Your Crypto Assets.

g. Market Data & Educational Content

WUFSI makes available certain market data and educational content on digital assets generally, the digital assets market, tax implications of buying and selling digital assets, and the Crypto Assets then-currently available to buy and sell through the WUFSI Crypto Services (collectively, the “**Informational Content**”). All Informational Content, including market data, is provided as general educational background.

- i. Informational Content is not tailored for Your individual use case, may not be current, accurate or complete, and WUFSI makes no representations or warranties, whether express, implied or statutory, with respect to the Informational Content. Informational Content is not investment, financial, tax, legal or trading advice.
- ii. Informational Content may include content provided by third-party services, including without limitation by Trading Services Partners and other data sources, and we do not investigate or independently verify the accuracy or completeness of such content. We cannot and do not guarantee that any such Informational Content is accurate, complete, timely, or suitable for use, and you acknowledge and agree that Informational Content may be inaccurate, incomplete, or out of date.
- iii. Informational Content may include information on the then-current market price of Crypto Assets (excluding any Fees or Spread) based on data shared with us by our Trading Services Partner and other data sources. The market price for Crypto Assets may be different on different marketplaces. We do not control the Trading Services Partner or the data they provide, and we do not independently verify that the information provided by any Trading Services Partner or any other third party is complete and accurate.
- iv. **You should verify all information (including without limitation all Informational Content) before relying upon it. You agree that the Western Union Group (as defined in Section 5 of the Wallet Terms) shall have no liability to You arising from or related to any decisions that You make (including without limitation any Transactions that You initiate through the WUFSI Crypto Services) based on Informational Content that You receive from or through us.**

- h. **Prohibited Transactions.** You may not use the WUFSI Crypto Services to transfer Crypto Assets in any manner whatsoever, including without limitation, to: (i) send Crypto Assets to family or friends; (ii) transfer Crypto Assets from Your Western Union Crypto Wallet to an external digital asset storage solution; or (iii) use Crypto Assets directly as currency to pay for goods or services. If You want to withdraw any value from Your Western Union Crypto Wallet, You may do so by selling Your Crypto Assets and subsequently transferring the cash proceeds from the applicable Transaction(s) from Your Western Union Wallet, once available, in accordance with the terms of the Agreement.

4. UNAUTHORIZED TRANSACTIONS; ERRORS; SUPPORT. If You believe there has been an Unauthorized Transaction (defined below) in Your Western Union Crypto Wallet, please contact us immediately in accordance with Section 11.

a. Error Resolution

- i. Except as expressly set forth with respect to Disputed Crypto Assets in Section 4(b)(ii-iv), the error resolution processes applicable to Your Western Union Wallet apply, with any modifications necessary to give similar effect, to Your use of the WUFSI Crypto Services.

b. Liability for Unauthorized Transactions

- i. **“Unauthorized Transaction”** shall mean any use of Your Western Union Crypto Wallet to initiate or complete a Transaction without Your permission or authorization. You acknowledge and agree that any obligations of WUFSI to you in the event of an Unauthorized Transaction are conditioned on your prompt compliance with the requirements and procedures set forth in this Section 4(b) of these Cryptocurrency Terms and Section 7 of the Wallet Terms (if and to the extent applicable to the Unauthorized Transactions(s) in question). You understand that Unauthorized Transactions are not considered to include: (i) giving someone access to Your Western Union Crypto Wallet (e.g., if You give them Your username or password or otherwise provide access to Your Western Union Crypto Wallet) or someone is otherwise an authorized user and the person uses Your Western Union Crypto Wallet without Your knowledge, unless You have notified WUFSI that Transactions by that person are no longer authorized; or (ii) You, or someone You are acting in concert with, act with fraudulent intent. In the event of an Unauthorized Transaction through Your Western Union Crypto Wallet, WUFSI reserves the right (but has no obligation) to intercede, including to make you whole for any losses incurred by You.
- ii. If You claim the Unauthorized Transaction resulted in an unauthorized purchase of Crypto Assets (the **“Disputed Crypto Assets”**) through Your Western Union Crypto Wallet, You may not sell any Disputed Crypto Assets unless and until WUFSI expressly authorizes You to do so. You expressly acknowledge and agree that, if You sell any Disputed Crypto Assets (1) before You report the Unauthorized Transaction to WUFSI or (2) while WUFSI investigates Your claim, you waive all claims by You in connection with such Disputed Crypto Assets and, to the extent permitted by applicable law WUFSI reserves the right to cease further investigation and deny Your claim for such Disputed Crypto Assets. You will not be able to recover any funds used to purchase the Disputed Crypto Assets that have since been sold. We may in our sole discretion continue to address Your claim for any Disputed Crypto Assets then-currently in Your possession.
- iii. In the event that (1) WUFSI determines the Disputed Crypto Assets were purchased without Your authorization and provides You a refund of the money used to purchase the Crypto Assets, or (2) You have disputed the Transaction and received a refund from any other Funding Source, You agree that WUFSI will take control of the Disputed Crypto Assets and will remove them from Your Western Union Crypto Wallet. You agree not to

sell any Disputed Crypto Assets prior to WUFSI removing the Crypto Assets and following such determination.

- iv. If You sell any Disputed Crypto Assets for which You have received a refund before WUFSI removes the applicable Disputed Crypto Assets from Your Western Union Crypto Wallet, you expressly acknowledge and agree that WUFSI may recover from You the greater of (i) any proceeds from Your sale of those Disputed Crypto Assets and (ii) the amount of any refund provided by WUFSI to You.

5. FEES

a. WUFSI Crypto Services Fees and Spread. You may incur one or more fees in connection with Your use of the WUFSI Crypto Services (each, a “**Transaction Fee**”). The Transaction Fee and the cryptocurrency exchange rate (the “**Conversion Rate**”) provided may be different than what You would pay on other digital asset exchange platforms and may vary based on market conditions. For clarity, the Conversion Rate may be referred to as the cryptocurrency price in our app or website. The difference between the price that we pay for the cryptocurrency and the price You are quoted for the cryptocurrency (the “**Spread**”) will be kept by WUFSI in addition to any applicable Transaction Fee. The Transaction Fees and Spread will be as set forth in our fees and spread table, as reflected in the [Crypto Fees and Spread Table](#) and on the WUFSI Crypto Services in connection with the applicable Transaction. You agree, as a condition of buying or selling Crypto Assets through the WUFSI Crypto Services, to accept the Conversion Rate as the sole conversion metric. You have no obligation to accept the offered buy or sell price for Crypto Assets. More information on our Transaction Fees and Spread can be found on the WUFSI Crypto Services or in Your Western Union Crypto Wallet. By initiating any Transaction through Your Western Union Crypto Wallet, You agree to pay all applicable Transaction Fees. If You use a linked bank account or debit card as a Funding Source to buy Crypto Assets, Your Funding Source may charge additional fees, including overdraft fees or insufficient fund fees, if applicable. WUFSI is not responsible for, and shall have no liability in connection with, any fees that may be charged to You by Your Funding Source.

b. Promotions. We may from time to time make available certain offers, rewards, or other promotions through or in connection with the WUFSI Crypto Services (each, a “**Promotion**”). Additional terms may apply to any such Promotion. Except as otherwise set forth in connection with a Promotion, You must have a Western Union Crypto Wallet and be eligible to use the WUFSI Crypto Services in order for You to be eligible to receive or participate in any such Promotion.

6. THIRD-PARTY SERVICES

a. All custody of and in Crypto Assets is performed for us by our Third-Party Custodian, and trading in Crypto Assets is provided by one or more Trading Services Partner(s).

b. Transactions in Crypto Assets may be placed through one or more affiliates of a Trading Services Partner.

7. RESTRICTED ACTIVITIES

a. Restricted Activities. You agree that You are solely responsible for Your conduct while accessing or using the WUFSI Crypto Services. You agree that you will abide by this Agreement and will not (and will not attempt to, or authorize any third party to) engage in any of the following:

- i. Use the WUFSI Crypto Services for or in connection with any illegal or unauthorized purpose, or engage in, encourage, or promote any activity that violates any applicable law or the Agreement;
- ii. Use the WUFSI Crypto Services to carry out any financial activities subject to registration or licensing, including but not limited to using the WUFSI Crypto Services to engage or transact in money transmission, securities, commodities futures, trading of commodities on

- a leveraged, margined or financed basis, binary options (including prediction-market transactions), real estate or real estate leases, equipment leases, debt financings, equity financings or other similar transactions;
- iii. Initiate any Transaction that is not intended to be completed, that is speculative, or that is intended to abuse, manipulate, mislead or default other participants in the Crypto Asset market; or
- iv. Engage in any activity that operates to defraud WUFSI, other users of the WUFSI Crypto Services, or any other person (romanettes (i)-(iv), collectively, the **"Restricted Activities"**).

Actions We May Take if You Engage in Any Restricted Activities. If we believe or have reason to believe that You have engaged in any Restricted Activities, we reserve the right to take any appropriate action in our sole discretion. In addition to the remedies identified elsewhere in this Agreement, our remedies in the event of any Restricted Activity may include, but are not limited to, limiting Your access to or use of your Western Union Crypto Wallet; suspending Your Western Union Crypto Wallet, immediately, and without penalty to us, including halting Your ability to initiate or complete Transactions. You acknowledge WUFSI may seize and freeze Your Crypto Assets as required by applicable law or legal process. You authorize WUFSI to liquidate Your Crypto Assets if we believe any transaction relating to those Crypto Assets (whether or not such transaction takes place on or through the WUFSI Crypto Services) involves or is connected to human trafficking, money laundering, terrorist financing, fraud, or any other violation of applicable law. You acknowledge and agree that You are solely responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by WUFSI, any WUFSI customer, or any third party caused by or arising out of Your breach of these Cryptocurrency Terms, and/or Your use of the WUFSI Crypto Services, and You expressly agree to indemnify and hold harmless WUFSI from any and all claims, losses or damages arising from or related to the same. You also agree that our decision to take any of the foregoing actions may be based on our sensitive or confidential criteria that are our trade secrets. You agree that we shall have no obligation whatsoever to disclose the basis for our belief or the details of such sensitive or confidential criteria.

Unless otherwise prohibited by law, including sanctions laws or court order or warrant, you will be permitted to convert your Crypto Assets to USD for thirty (30) days after we have limited or suspended your Western Union Crypto Wallet. If you fail to complete the Crypto Conversion within the allotted time, you authorize us, in our discretion and at any time, to liquidate the Crypto Assets in your Western Union Crypto Wallet into USD at the price that otherwise applies to the sale of Crypto Assets at that time, or another reasonable price we determine in our reasonable discretion. You understand that the value of Crypto Assets may rise or fall quickly and that we have no obligation to sell at a time that provides the best price for you.

8. DISCLAIMERS

a. Ownership of Crypto Assets. You bear all risk of loss of any Crypto Assets held by you through the WUFSI Crypto Services. Except as expressly provided herein, your ownership in Your Crypto Assets shall at all times remain with you and shall not transfer to Western Union, and, except where and to the extent prohibited by applicable law, we do not represent or treat Crypto Assets held by you through the WUFSI Crypto Services as the property of Western Union. Notwithstanding the foregoing, Western Union makes no warranty to you or any third party that Crypto Assets held by you through the WUFSI Crypto Services are held by you free and clear of any security interest or other lien or encumbrance. Western Union will not sell, transfer, loan, or otherwise alienate Crypto Assets in your Western Union Crypto Wallet except in the following circumstances:

- i. when so instructed by you;
- ii. as required by applicable law (including without limitation any facially valid court order); or
- iii. as otherwise provided in these Cryptocurrency Terms.

b. Disclosure of material risks. CRYPTOCURRENCY IS NOT LEGAL TENDER AND IS NOT BACKED BY THE GOVERNMENT. THE VOLATILITY AND UNPREDICTABILITY OF THE PRICE OF CRYPTO CURRENCY RELATIVE TO FIAT CURRENCY MAY RESULT IN SIGNIFICANT LOSS OVER A SHORT PERIOD OF TIME. THE NATURE OF CRYPTOCURRENCY MAY LEAD TO AN INCREASED RISK OF FRAUD OR CYBER ATTACK. THE NATURE OF CRYPTOCURRENCY MEANS THAT ANY TECHNOLOGICAL DIFFICULTIES EXPERIENCED BY WUFSI MAY PREVENT THE ACCESS OR USE OF YOUR CRYPTO ASSETS. ANY BOND OR TRUST ACCOUNT MAINTAINED BY WUFSI FOR THE BENEFIT OF ITS CUSTOMERS MAY NOT BE SUFFICIENT TO COVER ALL LOSSES INCURRED BY CUSTOMERS.

c. Crypto Assets are Not Insured. CRYPTO ASSETS HELD BY YOU THROUGH THE WUFSI CRYPTO SERVICES ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC), THE SECURITIES INVESTOR PROTECTION CORPORATION (SIPC) OR ANY OTHER PUBLIC OR PRIVATE INSURER, INCLUDING WITHOUT LIMITATION AGAINST CYBER THEFT OR THEFT BY OTHER MEANS. CRYPTOCURRENCY ACTIVITY IS NOT A REGULATED ACTIVITY IN MANY STATES.

d. Crypto Assets Are Subject To Significant Fluctuation. THE VALUE OF CRYPTO ASSETS CAN BE EXTREMELY VOLATILE AND UNPREDICTABLE, WHICH CAN RESULT IN SIGNIFICANT LOSSES IN A SHORT TIME, INCLUDING POSSIBLY A LOSS OF TOTAL VALUE. THE PRICE AND LIQUIDITY OF CRYPTO ASSETS HAS BEEN SUBJECT TO LARGE FLUCTUATIONS IN THE PAST AND MAY BE SUBJECT TO LARGE FLUCTUATIONS IN THE FUTURE. BUYING AND SELLING CRYPTO ASSETS IS INHERENTLY RISKY, AND YOU SHOULD CONSIDER THE RISKS BEFORE DECIDING TO BUY OR SELL CRYPTO ASSETS. The value of your Crypto Assets at any time may depend in part on the continued willingness of market participants to exchange fiat currency for cryptocurrency, which may result in the potential for permanent and total loss of value of a particular Crypto Asset should the market for that Crypto Asset disappear. There is no assurance that a person that accepts a Crypto Asset or other digital asset as payment today will continue to do so in the future. The legal and regulatory regime with respect to Crypto Assets and other digital assets is evolving, and legislative and regulatory changes or actions at the State, Federal, or international level may adversely affect the use, exchange, and value of your Crypto Assets and/or the WUFSI Crypto Services.

e. Risk Disclosures. While we will try to complete Transactions of Crypto Assets that You authorize and that comply with these Cryptocurrency Terms and the Agreement, we do not guarantee Your ability to initiate or complete any Transaction involving Crypto Assets. Your ability to buy or sell Crypto Assets may be delayed or unavailable for any reason, including without limitation due to: the unavailability of the Crypto Asset or funds from Your Funding Source; issues with the trading network or our ability to interface with our Trading Service Partner(s) or Third-Party Custodian(s); system downtime; any limitations or suspensions we impose on Your Western Union Crypto Wallet in our sole discretion; safety, security, or legal reasons; or other reasons outside WUFSI's control, and we are not liable to You for any Transactions that are delayed or unable to be completed. Transactions in Crypto Assets may be irreversible, and, accordingly, losses due to fraudulent or accidental transactions may not be recoverable.

f. Risks Inherent to Digital Assets. Crypto Assets held in an account are controlled by the private key of the holder of such account. If the private key is compromised or lost, the Crypto Assets in that address may be stolen or lost and otherwise unrecoverable.

g. No Investment or Tax Advice

- i. Neither Western Union, nor our Trading Services Partner, nor our Third-Party Custodian provides investment or tax advice to You. You are solely responsible for all decisions to buy or sell Crypto Assets, including understanding any tax obligations that You may incur. We do not manage Your Western Union Crypto Wallet on Your behalf. Our sole responsibility is to execute Transactions and hold Crypto Assets on Your behalf through

our Trading Services Partner and Third-Party Custodian, respectively, and in all cases based on Your instructions and these Cryptocurrency Terms.

- ii. While WUFSI may make Informational Content available, such Informational Content is provided for general background information only and is not specifically tailored to You and Your individual needs and circumstances and should not be construed as a recommendation or advice. You must determine if any particular Transaction involving Crypto Assets is appropriate for You, based on Your own objectives, financial circumstances and risk tolerance, and make Your own, independent decisions. All Informational Content is provided “AS IS” and “WITH ALL FAULTS,” without any representation or warranty of any kind, whether express, implied, or statutory. WUFSI shall have no liability and specifically disclaims all warranties, express or implied, for any Informational Content made available on or through the WUFSI Crypto Services, or any use thereof or reliance thereon by You.

h. Crypto Asset Software Protocols and Protocol Changes

- i. The technology underlying digital assets, including Your Crypto Assets, is governed by certain software protocols (the “**Protocols**”) that are made available by third parties. WUFSI does not own or control the Protocols that underlie your Crypto Assets. Any change in these Protocols can have a significant, unexpected, and/or sudden impact on Your Crypto Assets. WUFSI is not responsible for the operation of the underlying Protocols and cannot guarantee the continued functionality, security, or availability of any Crypto Asset.
- ii. Protocols governing a Crypto Asset can experience sudden changes in technology, regulation, or governing or operating rules that are outside WUFSI’s control (each, a “**Protocol Change**”), including without limitation material changes that result in a permanent change to the governing rules of an applicable Protocol. A Protocol Change can materially impact the operation, functionality, validity or value of a Crypto Asset. A Protocol Change may result in multiple versions of a particular Crypto Asset, each of which new version may have a different value than such Crypto Asset had before the applicable Protocol Change.
- iii. WUFSI may or may not support the Protocol Change of any particular Crypto Asset, whether or not such Crypto Asset holds any value following the Protocol Change. In the event of a Protocol Change, WUFSI may temporarily suspend trading of the applicable Crypto Assets to determine whether it will support any particular Protocol Change or any cryptocurrencies (including Crypto Assets) that are impacted by or result from such Protocol Change. As with any Crypto Asset, WUFSI in its sole discretion will determine whether a Crypto Asset will be enabled through the WUFSI Crypto Services following any Protocol Change.
- iv. If WUFSI supports the Protocol Change of a Crypto Asset that You own, there may be tax implications resulting from such Protocol Change.
- v. **You agree that WUFSI is not responsible or liable to You for any losses or damages, including lost profits, which may occur as the result of Protocol Change, WUFSI’s determination to support or not support any particular Protocol Change, and any interruption of trading while WUFSI makes such determination.**

9. LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT, WITHOUT LIMITATION OF OR PREJUDICE TO SECTION 5 OF THE WALLET TERMS, TO THE MAXIMUM EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE WESTERN UNION GROUP (AS DEFINED IN SECTION 5 OF THE WALLET TERMS) BE LIABLE FOR DAMAGES OF ANY TYPE, WHETHER DIRECT OR INDIRECT,

ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF OR INABILITY TO USE THE WUFSI CRYPTO SERVICES, INCLUDING BUT NOT LIMITED TO ANY CLAIMS FOR DAMAGES ALLEGEDLY ARISING FROM THE COMPROMISE OR LOSS OF YOUR LOGIN CREDENTIALS OR FUNDS, OR FOR MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, DEFECTS AND/OR ERRORS IN THE TRANSMISSION OF TRANSACTIONS OR MESSAGES TO ANY BLOCKCHAIN NETWORK, INABILITY TO TRANSACT IN PROHIBITED TERRITORIES OR THE FAILURE OF ANY MESSAGE TO SEND OR BE RECEIVED BY THE INTENDED RECIPIENT IN THE INTENDED FORM, OR FOR DIMINUTION OF VALUE OF YOUR CRYPTO ASSETS OR ANY OTHER DIGITAL ASSET ON ANY BLOCKCHAIN NETWORK.

10. TERM AND TERMINATION

a. Closing Your Western Union Crypto Wallet

- i. You can close Your Western Union Crypto Wallet and cease using the WUFSI Crypto Services without closing Your Western Union Wallet. Closing Your Western Union Wallet will automatically close Your Western Union Crypto Wallet.
- ii. You can terminate Your relationship with us at any time, but You will remain liable for all obligations related to your Crypto Assets, Your Western Union Crypto Wallet, and Your Western Union Wallet even after those accounts are closed. You must sell any Crypto Assets in Your Western Union Crypto Wallet before closing Your Western Union Crypto Wallet. Please note that You are solely responsible for any tax consequences You incur when You sell Your Crypto Assets.

b. WUFSI suspension and termination rights. WUFSI, in its sole discretion, reserves the right to terminate Your access to or use of any websites, software, systems (including any networks and servers used to provide any of the WUFSI Crypto Services) operated by us or on our behalf, or some or all of the WUFSI Crypto Services. Additionally, WUFSI may, in its sole discretion and without liability to You, suspend, close, or terminate Your Western Union Crypto Wallet, or place a limitation on the type or amount of activities in which You can engage using Your Western Union Crypto Wallet. This may occur for any reason in our sole discretion, including without limitation if:

- i. we are unable to verify Your identity or have reason to believe Your Western Union Crypto Wallet has been compromised or is being used fraudulently or without Your authorization;
- ii. You engage in Restricted Activities;
- iii. we receive any request or order to do so by any competent court of law, government authority or agency, or law enforcement agency;
- iv. You violate these Cryptocurrency Terms or any other agreement between You and WUFSI;
- v. we are no longer offering WUFSI Crypto Services in Your state of residence, or if You move to a state in which the WUFSI Crypto Services are not available; or
- vi. any of our third-party service providers is no longer supporting the WUFSI Crypto Services.

Your Western Union Crypto Wallet will also be suspended or terminated if we suspend or terminate Your Western Union Wallet in accordance with the terms of the Agreement. If your Western Union Crypto Wallet is suspended, the Crypto Assets in Your account may fluctuate in value and we are not liable for any losses You may incur as a result of those fluctuations.

c. 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 Crypto Wallet as WUFSI may deem advisable to protect WUFSI against any tax, liability, penalty or loss under any present or future laws or otherwise. Notwithstanding the above, in the event of Your death, WUFSI may cancel any or all open Transactions at any time, but WUFSI shall not be responsible for any action taken on such Transactions prior to the actual receipt of notice of death. Further, WUFSI may in its discretion liquidate any or all of Your Crypto Assets and/or close Your Western Union Crypto 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 Crypto 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 the completion of 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 Crypto 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.

d. Effect of Termination. If we close Your Western Union Crypto Wallet (including, without limitation, in connection with closing Your Western Union Wallet), and Your account holds Crypto Assets, You authorize us, in our discretion and at any time, to liquidate the Crypto Assets in Your account at any time in our sole discretion. Any balances of Crypto Assets will be converted into U.S. dollars at the then-current Conversion Rate applicable to such Crypto Assets, or another reasonable price determined by WUFSI in our sole discretion. You understand that the value of Crypto Assets may rise or fall quickly and that we have no obligation to sell at a time that provides the best price for You. While WUFSI may notify You that Your Western Union Crypto Wallet has been closed, regardless of how quickly we sell Your Crypto Assets, we have no obligation to give You notice before we sell any Crypto Assets. If we liquidate Your Crypto Assets, we will credit any unrestricted funds to Your Western Union Wallet or otherwise disburse such funds in accordance with the Wallet Terms. If we close your Western Union Crypto Wallet for any reason, we reserve the right (but have no obligation) to close your Western Union Wallet in accordance with the Wallet Terms.

11. SUPPORT. If You have any questions or concerns regarding Your Western Union Crypto Wallet, Your Crypto Assets, or any other use of the WUFSI Crypto Services, please contact us at:

- a. Address:** P.O. Box 6036, Englewood, CO 80155
- b. Toll-Free Customer Service Number:** 1-800-325-6000
- c. Website:** www.WesternUnion.com