

Terms and Conditions

CONSUMER FRAUD ALERT: PROTECT YOURSELF. BE CAREFUL WHEN A STRANGER ASKS YOU TO SEND MONEY, ESPECIALLY FOR INTERNET AUCTIONS, NEWSPAPER OR TELEPHONE OFFERS. Western Union does not guarantee delivery or suitability of goods or services paid for with Services. Western Union is not an escrow service provider. Customer and Receiver agree not to use Services for escrow purposes.

Notify Western Union immediately if You believe Your Western Union username and password have been lost or stolen or if someone may use them without Your permission.

1. WESTERN UNION ("WU") MONEY TRANSFER® SERVICES VIGO ("VIGO") MONEY TRANSFER SERVICES AND ORLANDI VALUTA ("ORLANDI VALUTA") MONEY TRANSFER SERVICES ("SERVICES") ARE PROVIDED BY WESTERN UNION FINANCIAL SERVICES. INC. ("WESTERN UNION") AND ARE SUBJECT TO THESE TERMS AND CONDITIONS ("AGREEMENT") AND APPLICABLE LAW. Additional information regarding the Services may be obtained at www.westernunion.com, www.vigousa.com and www.orlandivaluta.com, depending on the services you choose. Service and funds availability depends on certain factors including the Service selected, the selection of delayed delivery options, amount sent, destination country, currency availability, regulatory issues, consumer protection issues, identification requirements, delivery restrictions, agent location hours, and differences in time zones (collectively, "Restrictions"). The designated recipient ("Receiver") may generally receive funds sent by Western Union consumer ("You") at Agent locations in the Expected Payout Location. For transactions sent within the U.S., the Expected Payout Location generally means any Agent location in the destination state or U.S. territory You identify. For transactions sent outside the U.S., Expected Payout Location generally means any Agent location in the destination country You identify. The Services offered by Telecomunicaciones de Mexico ("Telecomm") are only available at Telecomm locations. You may pay for the Services by using a U.S. issued Visa or MasterCard credit card, or debit card issued by or through a financial institution located in the U.S. ("Bank Card"). Alternatively, you may pay with cash at a Western Union agent location or using Western Union's mobile phone, WUPay or ACH options ("Alternative Payment Options"). The total due is payable before Western Union processes the transaction. If Western Union does not receive authorization from the Bank Card issuer (or your account provider, in the case of Alternative Payment Options), the transaction will not be processed and funds will not be transmitted to the Receiver. Each time You use your Bank Card or Alternative Payment Options to pay for Services, You agree that Western Union is authorized to charge Your designated Bank Card or applicable account for the total disclosed to You relating to the transaction. Receiver will normally receive funds sent by You in cash, check, or a combination thereof; with some Services, funds may be credited to a bank, prepaid or credit card, mobile wallet, or similar account. Receiver may be able to elect a payout method that differs from the payout method You specify; You authorize Western Union to honor Receiver's election of payout method. Receivers who choose to receive funds through a payout method other than cash or in a currency other than the one You selected may incur additional fees to access funds. Certain countries and/or jurisdictions may impose a tax, fee and/or tariff on Your transaction and/ or Receiver's receipt of, or access to, transferred funds. Transactions: (i) which exceed certain amounts; (ii) to certain destinations; (iii) that implicate certain regulatory issues or consumer protection issues; or (iv) sent through delayed options may take longer, be subject to dollar limits or be subject to additional Restrictions. Transactions may be reported to applicable authorities. Messaging and notification services may incur additional fees. In some destinations Receiver may be required to provide identification, a test question answer or both to receive funds in cash. Test questions are not an additional security feature and cannot be used to time or delay the payment of a transaction and are prohibited in



certain countries. Western Union relies on the information you provide us to send money. Please review all transaction details for accuracy before completing your transaction.

- **2. ADMINISTRATION CHARGE:** Transactions not picked up or canceled by You within one year of the send date will be assessed a non-refundable administration charge of up to fifty cents per month from the send date, not to exceed forty-two dollars, which will be deducted from the amount sent (or where such charge exceeds the maximum amount permitted by law, the maximum amount permitted by law).
- 3. REFUNDS: Subject to applicable law: (i) transfers may be canceled for a refund of the principal amount, unless the funds have been picked up or deposited at the time Western Union receives Your written request; (ii) for certain services, excluding Western Union's bill payment and prepaid products and services, Western Union may provide a transfer fee refund if funds are not available within the specified timeframe; and (iii) Western Union may charge You a fee to refund the principal amount back to You in those instances where Receiver rejects Your funds. Qualifying refunds for transfers that begin and end in the United States will be made within 45 days of receipt of Your valid written request. Western Union may issue Your refund through a WU money transfer or Western Union may issue the refund to the credit or debit card that was used to pay for the transaction. In lieu of receiving the refund by WU money transfer, You may request Western Union to mail You a check in the amount of the refund. Where required by law, refunds associated with certain international transfers may be eligible for different treatment.

SPECIAL TERMS FOR INTERNATIONAL TRANSFERS: Notwithstanding the foregoing, and subject to applicable law, international transfers may be canceled for a full refund of the principal and fees paid within 30 minutes of payment, unless the funds have been picked up or deposited. You may also receive a full refund in certain circumstances if you successfully assert an error or as otherwise provided under applicable law.

The following provision applies only to transactions from California:

RIGHT TO REFUND: "You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if Western Union does not forward the money received from You within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by You within 10 days of the date of the receipt of the funds from You unless otherwise instructed by You. If Your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted You have a right to a refund of Your money. If You want a refund, You must mail or deliver Your written request to Western Union at PO Box 6036, Englewood, CO 80155. If You do not receive Your refund, You may be entitled to Your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code."

4. RESOLUTION OF DISPUTES: Unless You opt out as set forth below, 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.namadr.com/downloads.cfm 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; class actions or arbitrations are not permitted. 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 within 30 days after initiating a transaction by calling 1-800-325-6000 (WU), 1-



866-519-0433 (Vigo) or 1-800-515-5505 (Orlandi Valuta).. 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.

- 5. LIMITATIONS OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$500 (in addition to refunding the transaction amount and the transfer fee and except as provided in California Financial Code § 2102(c)); and (2) IN NO EVENT SHALL THE COMPANY OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE.
- 6. CURRENCY EXCHANGE, INTERNATIONAL SERVICES: In addition to the transfer fees applicable to this transaction, a currency exchange rate will be applied. United States currency is converted to foreign currency at an exchange rate set by Western Union unless the laws of the Expected Payout Location do not permit Western Union to set an exchange rate. Any difference between the rate given to You and the rate received by Western Union will be kept by Western Union (and its Agents in some cases) in addition to the transfer fees. Subject to applicable law, the actual or estimated currency exchange rate applicable to Your transaction will be provided to You on the written disclosures provided to You by Western Union in connection with Your transaction. Payouts will generally be made in the national currency of the Expected Payout Location ("Local Currency"). In some countries, You may designate a payout currency other than the Local Currency; however, the alternate currency You choose may not be available at all Agent locations. Western Union is not responsible for the currency exchange rate that will be applied if Receiver chooses to receive a currency other than the currency You selected.
- 7. IDENTITY AND LOCATION VERIFICATION: YOU AUTHORIZE WESTERN UNION TO REQUEST YOUR MOBILE CARRIER TO USE YOUR MOBILE SUBSCRIBER DETAILS FOR VERIFYING YOUR IDENTITY. THOSE DETAILS MAY INCLUDE NAME, BILLING ADDRESS, EMAIL, AND PHONE NUMBER. THIS INFORMATION MAY ALSO INCLUDE LOCATION INFORMATION, IF AVAILABLE.
- **8. USING AN ACCOUNT:** Where available, Western Union may allow You send money from or to a bank, a prepaid or credit card, an electronic wallet, a biller, or a similar account (collectively, "Accounts"). The bank or other provider of an Account (the "Account Provider") may impose additional fees on an Account. The agreement with the Account Provider governs use of an Account and provides the rights and liabilities of the holder of an Account. Unless required by applicable law, Western Union accepts no responsibility to You or any Account holder for any fees imposed by an Account provider. If the currency You select for a transaction is not the currency in which an Account is denominated, the Account provider may convert the funds at its own currency exchange rate or reject the transfer. Account Services are for personal or individual use only and not for use by or on behalf of any business or legal entity. Western Union may use the Automated Clearing House ("ACH") network, book transfer, electronic funds transfer, wire transfer or other methods to process transactions relating to an Account. Western Union is not responsible for actions taken by the an Account Provider, such as improperly posting a transaction.
- A. IMPORTANT NOTICE FOR USING ACCOUNTS: MAKE SURE THE ACCOUNT NUMBER, ACCOUNT PROVIDER DETAILS, AND CURRENCY SELECTED ARE CORRECT BEFORE SENDING. IF THE ACCOUNT NUMBER OR ACCOUNT PROVIDER DETAILS ARE INCORRECT, MONEY MAY BE DEBITED OR CREDITED TO THE WRONG ACCOUNT AND MAY NOT BE RECOVERED.

Western Union may rely on information You provide and may rely solely on the Account numbers and identifying numbers that You provide for identifying an Account and/ or Account Provider,



regardless of whether or not You also provide the name of the Account holder or the name of the Account Provider.

- **B. TRANSFERS TO ACCOUNTS:** Receiver's agreement with the Account Provider governs Receiver's rights, liabilities and fees (including fees to transfer cash out of an Account), and the Account Provider may impose its own restrictions regarding funds availability, limits that may be transferred to or held in an Account, hours of operations, holidays or other limitations. In most cases, Receiver must be enrolled in the Account program to receive such a transfer. A Receiver who is not enrolled in the Account program may be able to receive funds at an Agent location and may be subject to additional requirements. Western Union may make money from fees associated with use of Accounts.
- C. TRANSFERS FROM ACCOUNTS: By initiating an transaction from an Account (an "Account Funded Transaction"), You (i) affirm You are the owner of the Account and have authority to initiate the transaction and (ii) authorize Western Union to initiate electronic debits and credits to Your Account to process and correct errors or if a transaction cannot be completed. Western Union may by law be liable for damages caused by its failure to debit Your Account in accordance with these terms and conditions, in the correct amount or in a timely manner when properly instructed by You. However, Western Union will not be liable where: (1) You do not have enough money available in Your Account: (2) Your Account is closed or withdrawals restricted: (3) the transaction exceeds dollar or frequency limitations imposed by Western Union or Your Account Provider; (4) circumstances beyond Western Union's control (such as flood, fire, power outages, mechanical or system failures); (5) Your Account Provider does not honor a transaction, the transaction is not processed or the transaction is returned by Your Account Provider; (6) Your instructions are lost or delayed in transmission to Western Union; (7) Western Union fails to process your transaction because of a reasonable security concern or the Service option has been discontinued or suspended, or Western Union otherwise advises You that Your request will not be processed; and (8) other exceptions allowed by law.
- **D. USING QUICK COLLECT AND WUPAY:** Where available, you may (i) fund a transaction to a biller using Western Union's WUPay Service, provided Western Union receives funds from the Your Account Provider and/ or (ii) send a Quick Collect payment to a biller, provided Western Union receives authorization from the Your Account Provider. Western Union is not affiliated with any Quick Collect or WUPay biller and shall have no responsibility or liability with respect to the goods or services You order or receive from the biller. Except as required by law, Western Union has no liability for the wrongful acts, negligence or errors of the biller or for its failure to properly or timely give You credit for funds that You send to it through Western Union.

9. USE OF THE WESTERN UNION WEBSITE, MOBILE DEVICE AND TABLET SERVICES

- **A. LOCATION BASED SERVICES:** You acknowledge and authorize that information concerning the location of your mobile device may be used to assess location. Location may be obtained at any time while logged into this website. Location information will not be disclosed to others. You expressly agree that you authorize Western Union 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 Western Union website, mobile and tablet device sites and applications (collectively, the "Website"), the Service, the content, and all intellectual property therein (including but not limited to authors, patents, database rights, trademarks and service marks) are owned by Western Union or third parties, and all right, title and interest therein and thereto shall remain the property of Western Union and/or such third parties. The Website and Service may be used only for the purpose permitted by these Terms and Conditions. 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 Service or any portion thereof



for any public or commercial use without the express written consent of Western Union. You shall not (i) use any robot, spider, scraper or other automated device to access the Website or Service; or (ii) remove or alter any author, trademark 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 Service are the exclusive marks of Western Union or other third parties. Other product, service and company names appearing on the Website may be trademarks of their owners.

- **C. LINKS TO OTHER SITES:** The 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 Western Union or any of its affiliates. Links do not imply that Western Union 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 Western Union or any of its affiliates. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. Western Union 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.
- **D. IDENTITY VERIFICATION:** You acknowledge your mobile carrier may share your mobile subscriber details with Western Union for identity verification. Those details may include name, billing address, email, and phone number.
- **10. PRIVACY:** We may collect and disclose personal information to third parties as explained in our Privacy Statement. To get a copy, visit wu.com or call 1-800-562-2598. We collect personal information, for example, when You transact with us (e.g., using WU®, Vigo® or Orlandi ValutaSM services) and other companies; submit information on applications, forms, and by other means; use or visit our or other apps or online sites; enter a promotion; register for communications; or join a loyalty program. We also collect information from many sources and may collect, track and combine information across devices, platforms and channels. Information disclosed may include financial data (e.g., information on transactions with us and other financial matters), contact information, identification, computer, mobile device and social network information. Recipients may include financial and non-financial companies, service providers, government agencies and direct marketers. You may direct us to limit certain disclosures, and Your choice will apply until You change Your choice or we delete Your data. To limit disclosures (opt out), call 1-800-562-2598.
- 11. GENERAL: This Agreement, together with all items incorporated by reference, embodies the entire understanding among the parties. It supersedes all prior understandings and cannot be modified orally. Subject to applicable law, Western Union may assign this Agreement to a third party without Your consent. This Agreement is governed by Colorado law without regard to conflicts of law rules. If an Agreement provision is found invalid, remaining provisions shall be valid. Services are directed solely to persons 18 and over. The English language version controls if there is an inconsistency between English and non-English Agreement versions. You and Receiver represent that Your use of Services does not violate this Agreement or any law, including, without limit, laws relating to money laundering, illegal gambling activities, support for terrorist activities or fraud. Information You provide Western Union shall be truthful and complete. You shall indemnify Western Union and its Agents for all losses of any kind (including attorney fees) arising out of any Agreement breach by You or Receiver. Western Union reserves the right to change Services without notice. Western Union and its Agents may refuse to provide Services to any person.