



## **GlobalPay for Students – Terms of Use**

Custom House Financial (UK) Limited, which does business under the trade name of Western Union Business Solutions and/or one of its affiliates (collectively “WUBS”) offers you the user (“You” or “Your”) access to the GlobalPay for Students system (“Online System”) for the purpose of providing payments to WUBS customers.

Your access and use of the Online System is strictly subject to these terms of use, the privacy statement, notices, disclaimers and any other terms and conditions applicable from time to time. If You use any of the services contained within the Online System for which alternative or additional terms and/or conditions are referenced, then You may also be subject to those terms, all of which collectively represent the Online System (“Terms of Use”). By accessing, viewing or otherwise using the Online System, You agree to be subject to the Terms of Use.

WUBS may, from time to time and without notice, vary or modify the Terms of Use. Any subsequent access, viewing or otherwise using the Online System constitutes acceptance of the variations or modifications. The Terms of Use and Your access to the Online System may be terminated by WUBS in its absolute discretion without notice to You. All restrictions, licenses, disclaimers and limitation of liability by WUBS survive termination of the Terms of Use,

By selecting the checkbox indicating you agree to these Terms of Use, You acknowledge and agree that you have read and understood the Terms of Use and any applicable fees and charges.

### **Background**

WUBS provides payments and foreign exchange services to, among others, colleges, universities, education providers and other related parties (“Education Providers”) around the world. WUBS provides services to the Education Providers including facilitating payment from You for the Education Providers.

All WUBS services are provided subject to the relevant local law and requirements applicable in the countries in which the Education Provider is located and on the terms of any agreement(s) between the WUBS affiliate(s) providing the service and the Education Provider.

**In accepting payments for the Education Providers, WUBS acts as payment aggregator and service provider to the Education Provider – not as a service provider to You.** In the event You decide to send a payment to an account owned and/or operated by WUBS or an Affiliate for transmission to the Education Provider, You irrevocably agree that WUBS may accept and act upon the sole instructions of the Education Provider with respect to such payment.

### **Payor Information and Execution**

You are solely responsible for and represent and warrant the accuracy and completeness of the information You input into the Online System, including all information regarding the person making the payment or the company/organization sponsoring you and making the payment. Any transaction executed by You using personalized security credential specific to You shall be deemed by WUBS to be executed and authorized by You. You acknowledge and understand that Your failure to provide WUBS with and maintain accurate information may result in a delayed or non-delivered payment(s). When WUBS receives Your information, we will generally honor the offered exchange rate for the period of time denoted on the Online System, however, in certain circumstances WUBS may be required to rescind such offers in its sole discretion. If any such offer is rescinded, WUBS will process the payment at the then-available exchange rate on behalf of your Education Provider. You acknowledge and agree that You have the right, including all necessary permission and consents, to input all information required into the Online System, including but not limited to information of the student if that is not You and that You have the authority to submit a payment from an

account owned or controlled by You. If You are acting as an agent, You represent and warrant You are acting as an agent in compliance with all applicable law and regulation.

Once you have inputted the relevant information into the Online Platform regarding a payment and clicked "Submit", You will be deemed by us to have expressly requested and authorized such payment.

### **Credit or Debit Card Payments**

WUBS does not process credit or debit card payments but, depending on whether the Education Provider allows credit or debit card payments, You may be able submit a credit or debit card payment through third party processors selected by the Education Provider. If You elect to pay an Education Provider using Your credit or debit card, WUBS has no liability to You for such payment and the terms and conditions governing such payment will be as established between You and the Education Provider, the credit or debit card payment processor processing those payments, Your card issuer and the rules of the relevant card associations.

### **Refund Policy**

- **Transaction Amount:** WUBS acts as a transactional aggregator and sits between the Payer (You) and the Biller (the Education Provider – being the client of WUBS). WUBS does not have authority to reverse or refund authorized transactions. You must contact the Education Provider directly for a refund or reversal.
- **Transaction Fees and Surcharges:** Transaction fees and surcharges that are charged to Your credit card or debit card, to Your bank account, or otherwise paid by You for facilitating a transaction may be non-refundable.

### **Security Procedures; Notices and Indemnity**

You agree to:

- comply with all security procedures governing the Online System; to keep all passwords secure (if any are provided, or permitted); and to contact WUBS immediately if any individual designated by You as authorized to represent You is no longer authorized to do so;
- promptly notify WUBS of all actual or suspected errors or inaccuracies in Your information after You become aware of or suspect the error or inaccuracy; and
- cover any loss, costs or damages suffered by WUBS and the Education Provider; and their respective subsidiaries, affiliates, officers, employees and agents from any claim or demand, including legal fees and expenses, in connection with or related to (a) any inaccurate information provided by You, or (b) arising out of Your (i) unlawful or negligent use of the Online System; (ii) intentional misuse of the Online System; or (iii) breach of the Terms of Use.

### **Intellectual Property**

You acknowledge and agree that all copyright and other intellectual property rights in and to the Online System are and remain WUBS' exclusive property. You agree not to permit use of the Online System by any third party. You agree to not directly or indirectly, decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of the Online System.

### **Disclaimer**

YOU UNDERSTAND AND AGREE THAT THE ONLINE SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WUBS MAKES NO WARRANTY THAT THE ONLINE SYSTEM WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE ONLINE SYSTEM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE; NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ONLINE SYSTEM OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ONLINE SYSTEM. WUBS DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE ONLINE SYSTEM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR

PURPOSE, QUIET ENJOYMENT, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND ACCURACY OF DATA.

WUBS IS NOT RESPONSIBLE FOR ANY ABILITY OF A MOBILE DEVICE TO ACCESS THE ONLINE SYSTEM OR ANY LOSS OR DAMAGE TO A MOBILE DEVICE RESULTING FROM YOUR ACCESS OR USE OR ATTEMPTED USE OF THE ONLINE SYSTEM. IF YOU HAVE INPUT A CELL PHONE NUMBER IN ORDER TO RECEIVE TEXT MESSAGES AS TO THE STATUS OF YOUR TRANSACTION, YOU AGREE TO RECEIVE SUCH TEXTS AND UNDERSTAND STANDARD DATA AND TEXT RATES OF YOUR CARRIER MAY APPLY AND ACKNOWLEDGE AND AGREE WUBS IS NOT RESPONSIBLE FOR ANY FEES ASSESSED BY YOUR CARRIER RELATED TO THE TEXTS SENT BY WUBS.

WUBS MAY, WITHOUT NOTICE, SUSPEND ANY PART OR ALL OF THE ONLINE SYSTEM IN ORDER TO REDUCE OR PREVENT FRAUD, IF REQUIRED BY LAW OR IN ORDER FOR EMERGENCY MAINTENANCE OR REPAIRS TO BE CARRIED OUT. WUBS WILL USE REASONABLE ENDEAVORS TO GIVE PRIOR NOTICE ON THE ONLINE SYSTEM WEBSITE FOR ANY PROLONGED OUTAGES.

#### **Limitation of Liability**

YOU UNDERSTAND AND AGREE THAT WUBS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS ARISING FROM OR RELATING TO YOUR USE OF THE ONLINE SYSTEM OR ANY OTHER MATTER RELATING TO THE ONLINE SYSTEM.

WUBS' TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW (INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY AND STATUTE) AND UNDER THE TERMS OF USE WILL NOT EXCEED \$5,000 USD. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY. THEREFORE, ONLY IF REQUIRED BY APPLICABLE LAW, SOME OR ALL OF THE EXCLUSIONS OR LIMITATIONS ABOVE MAY NOT APPLY TO YOU (TO THE MINIMUM EXTENT NECESSARY NOT TO INFRINGE THE RELEVANT LAW).

#### **Privacy and Data Confidentiality**

WUBS will use the information you provide to conduct the payment transaction and to provide our service to Education Provider. Our privacy notice provides full details of how we use your information. For more information please see the WUBS Privacy Statement available at: [Privacy Statement](#)

#### **Miscellaneous**

- **Third Party Rights:** You acknowledge that the Terms of Use are for the benefit of WUBS. You agree that any loss, damage, cost or liability incurred by any affiliate of WUBS to the extent arising out of Your breach of the Terms of Use will be deemed to have been incurred by WUBS and will be recoverable by WUBS from You as if they were losses, damages, costs or liability suffered directly by WUBS. Unless otherwise expressly provided for in the Terms of Use, nothing in this Terms of Use purports to create legal rights for, or enforceable by, any party other than WUBS.
- **Binding Effect:** You agree that the Terms of Use are binding upon You and govern Your access and use of the Online System. If any provision of the Agreement is unenforceable, it will not affect the enforceability of any other provision.
- **Amendments:** WUBS may amend the Terms of Use by posting the amended terms on the Online System.
- **Governing Law:** The Terms of Use are governed by the laws of England and Wales, without regard to choice of law rules. You agree that any dispute You may have against WUBS must be resolved exclusively by a court located in London, England. Application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded.

- **Force Majeure:** WUBS is not liable for any failure or delay of performance (or otherwise) arising out of a cause beyond WUBS' reasonable control.
- **No Waiver:** A delay or omission by WUBS to exercise any right or power under the Terms of Use will not be construed to be a waiver thereof.
- **No Assignment:** You may not assign, transfer or otherwise deal with Your rights or obligations created under the Terms of Use without the prior written consent of WUBS.
- **Compliance with Laws:** You agree to comply with all applicable federal, state, provincial and local laws, regulations, ordinances and codes.
- **Applicability of Online Systems' Rules:** You are bound by all applicable local and national rules governing the banking system. WUBS may rely on information about your bank account(s) provided by banks under such rules.

YOU ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS OF USE AND ACKNOWLEDGE THE WUBS PRIVACY STATEMENT BY USE OF THE ONLINE SYSTEM AND, IF ENTERING INTO A PAYMENT TRANSACTION TO PAY A WUBS CUSTOMER, BY CLICKING ON THE CHECKBOX INDICATING YOUR AGREEMENT.

YOU ARE NOT PERMITTED TO USE OR ACCESS THE ONLINE SYSTEM IN ANY MANNER IF YOU DO NOT ACCEPT THE TERMS OF USE AND ACKNOWLEDGE THE WUBS PRIVACY STATEMENT.