

# OLS – CAD - Individual

## Terms and Conditions

The Customer, as a user of the Services, and Custom House (Online) Ltd are the Parties to this Agreement. In consideration of the covenants, good and valuable consideration (the receipt and adequacy of which is acknowledged), agreements, and warranties set forth below, the Customer and Custom House agree as follows:

### 1. Definitions

- a. **Agreement:** These Terms and Conditions and any Exhibits, Attachments, Schedules and/or Addenda shall govern the relationship between the Parties, as it relates to the ordering and delivery of the Services contemplated herein.
- b. **Application Form:** The application form that the Customer completed and submitted to Custom House for the purpose of using Custom House Online.
- c. **Business Day:** A day on which commercial banks are open for business (including dealings in foreign exchange) in the place specified for that purpose.
- d. **Contract Funds:** The type of currency and amount Customer agrees to purchase or sell from or to Custom House using the Services.
- e. **Currency:** Money denominated in the lawful currency of a country.
- f. **Custom House (Online) Ltd.,** an affiliate of The Western Union Company, means Custom House (Online) Ltd. which does business under the trade name of Western Union Business Solutions.
- g. **Custom House Online:** The electronic foreign exchange dealing platform provided by Custom House that enables Customer to obtain Services.
- h. **Customer:** The individual who has entered into this legally-binding Agreement to access and use Services.
- i. **Customer Support Number:** The customer assistance phone number located at the Custom House Online website.
- j. **Electronic Access Device:** Any device that allows the Customer to use or to access Custom House Online including, but not limited to, a personal computer.
- k. **Electronic Wallet:** Customer funds temporarily held by Custom House in an electronic wallet established by Customer for such purpose, for the convenience of Customer, pending receipt from Customer of an Instruction.
- l. **Information Provider:** Any entity providing Custom House, whether directly or indirectly, with Market Information including, but not limited to, securities exchanges and financial news service providers.
- m. **Instruction:** A request by Customer for Custom House to provide Services, including any request for Services made electronically through Custom House Online or by telephone or other permitted means.
- n. **Market Information:** Information relating to the financial markets, including, but not limited to, market data, research, analysis, forecasts and commentary.
- o. **Party or Parties:** Individually or collectively, Customer and Custom House.
- p. **Password:** The secret combination of characters that the Customer selects from time to time which, together with the Customer user name, enables the Customer to gain access to Custom House Online.
- q. **Payee:** Any third party (including Customer) to which Customer instructs Custom House to deliver a payment.
- r. **Services:** Whether in the singular or the plural, the buying or selling of foreign currency, the making of electronic funds transfer(s), the use of Custom House Online, the Services contemplated in any Addendum, the debiting and/or crediting of Customer's bank account and any other global payment solutions provided by Custom House in accordance with Customer's Instruction.

- s. **Settlement:** The total amount, including the cost of currency acquisition as well as any fees and charges (excluding any fees and charges set forth in any Addendum, if applicable), Customer owes to Custom House.
- t. **Sign-On Credentials:** means the user name and Password utilized by Customer to Custom House Online.
- u. **Software:** Any software program provided to the Customer by Custom House that enables the Customer to access or use Custom House Online.
- v. **Transaction:** means any purchase of foreign currency or an electronic funds transfer authorized by a Customer via an Instruction.
- w. **Transaction Confirmation:** A notification that sets forth a Transaction identification number and other relevant details related to the Transaction(s) Customer has directed Custom House to execute.
- x. **Transaction Date:** The date on which Custom House executes an Instruction on behalf of Customer regarding the receipt or initiation of a payment in a particular amount.

## 2. Representations and Warranties

The Customer represents and warrants to Custom House that:

- a. The Customer is an individual or a sole proprietor of a business.
- b. The Customer is of sound mind, at least 18 years of age and possesses full legal competence.
- c. The Customer is not using the Services to make electronic funds transfer(s) for any illegal purpose and is not using the Services to make any electronic funds transfer(s) relating to online gambling, pornography, or similar activities.
- d. Any Instruction issued by Customer pursuant to this Agreement will be binding upon and enforceable against Customer and does not violate any statute, regulation, or the terms of any other agreement to which Customer is bound.
- e. All information provided by the Customer to Custom House is true, correct and complete and the Customer will promptly update changes to information by logging into Customer's account through Custom House Online or contacting Custom House at 1-866-430-5386.

## 3. Transmission of Data and Information

- a. The Customer authorizes Custom House to transmit the Customer's personal information, Application Form, and agreement to the Customer at the email address the Customer has provided to Custom House. The Customer understands that data and information transmitted over the Internet can be lost and/or subject to errors, which may result in data and information not arriving exactly in the form it was sent or intended to arrive in.
- b. The Customer agrees that Custom House shall not be responsible or liable for any such loss, error, transmission and/or communication failure that is outside of the control of Custom House, including, but not restricted to, any loss, error, and/or transmission failure, which the Customer may experience as a result of the Customer's failure to keep its hardware, software, and Internet connections up-to-date, including without limitation, failure to update its operating system or browser, failure to maintain appropriate encryption, and failure to properly safeguard against viruses, spyware, malware, and other malicious computer programs.

## 4. Confidentiality

- a. Customer's personal information is processed under the applicable law and controlled by Custom House, in accordance with this clause. Custom House uses personal information the Customer provides to Custom House when using Custom House' products and Services, as well as other information that is collected or generated during Custom House' relationship with Customer. This includes information from other services like money transfers, bill and business payments, loyalty or membership program details,

historical Transactions, and marketing choices. This information is used to provide Customer with the Services Customer agreed to and activities like administration, customer service, anti-money laundering duties, validate Customer details, to complete analysis and research, to help prevent and detect of fraud, debt and theft recovery, and to help Custom House improve its products and services and operations.

b. Custom House may also use, collect from and share with other businesses who work with Custom House information from other products and services and convenience and/or rewards programs, which Customer has registered for during Customer's relationship with Custom House. Custom House will hold and retain the information that Customer gives Custom House about another person including the details of any of Customer's nominated beneficiary's in order to execute the Transaction. It is the Customer's obligation to ensure prior to providing this information that Customer has notified and secured authorization from the other person on Custom House' use and disclosure of this information as set out in this section.

c. Custom House may transfer information to affiliates in countries other than the country in which the information was originally collected or created, including to affiliates in the United States. Custom House may also provide the information to other organizations that help Custom House run its business, if there is a reasonable need, to carry out or aide the payment services, future services, or for any of the reasons or uses set out in this section. Custom House may add to information Customer provides with information from available other business or individuals, including information to validate the accuracy of Customer information provided by Customer. Custom House may disclose personal information, including without limitation, name, customer ID number, address, transaction patterns and bank account information, (i) if required to do so by domestic or foreign law or legal process or (ii) to law enforcement authorities or other government officials (including those in this country, the United States, or elsewhere) for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.

d. The information Custom House holds may be accessed by Custom House and its affiliates including but not limited to any authorized Custom House Service Providers for any of the purposes set out in this section or for other purposes to which Customer has agreed. Customer has a right to ask Custom House to see and get a copy of Customer's information, for which Custom House may charge a small fee. Customer can also correct, erase or limit Custom House's use of the information which is incomplete, inaccurate or out-of-date. And Customer may object at any time on legitimate reasons to the use of Customer's information, where the processing is not required to complete the Service, or required by law or regulation. If Customer wishes to exercise these rights or no longer wish to receive commercial communications from Custom House, please contact Custom House by emailing [online@westernunion.com](mailto:online@westernunion.com) or calling 1-866-430-5386.

## **5. Custom House Online Site Security and Sign-on Credentials**

Before the Customer accesses the Services through Custom House Online, the Customer must first choose or enter a unique username and Password. If Custom House assigns a Password to the Customer, the Customer must change the Password to a new Password of the Customer's choice. The new Password or any subsequent Passwords selected by the Customer will be encrypted and cannot be accessed by any employees of Custom House.

## **6. Bank Verification, Customer Identification and Consent to Credit Check**

The Customer agrees to provide Custom House with the name and contact information for a bank at which the Customer maintains an account in a country where the Customer resides. Said bank must be a member of the *Financial Action Task Force on Money Laundering*.

The Customer authorizes Custom House to contact the Customer's bank to verify the Customer's identity, signature, account information and any and all other information relevant to this Agreement and the Customer obligations under this Agreement. By providing said bank information, the Customer represents and warrants that the Customer has signing authority on the account described.

The Customer further authorizes Custom House to take all commercially-reasonable measures to confirm the Customer's identity and to examine the Customer's background with respect to the Customer's ability to meet the Customer's obligations to Custom House. For the purpose of this Agreement, reasonable measures will include but are not limited to the following:

- a. On an ongoing basis, to request and obtain the Customer's information, which may be available from credit bureaus and/or other credit-granting agencies, including the Customer's bank, to assess the Customer's credit history and credit rating;
- b. With credit bureaus and/or other credit-granting agencies, to provide and receive, on a regular basis, credit information concerning the Customer to ensure that Custom House records are up to date and as accurate as possible.
- c. Requesting that the Customer provide their bank statements when they are not-in-person applicants.

## **7. Reliance on Instruction**

Customer hereby authorizes Custom House to accept, act and rely upon any Instruction that Custom House reasonably believes to have been delivered by Customer.

## **8. Accuracy of Instruction**

Before transmitting an Instruction to Custom House, Customer shall be responsible for ensuring that all information contained in the Instruction is complete, accurate and, if in writing, legible. Custom House relies on the information provided by Customer to process Transactions pursuant to Customer's Instructions, including any Instructions to transfer funds to a Payee's bank account. Without limiting the foregoing, Customer shall ensure that the currency to be received by the Payee matches the currency of the Payee's account, and that the Payee's bank account number and Payee's bank identifiers, including BICs, SWIFT codes and IBANs are correct. If Customer supplies Custom House with incorrect or insufficient information, funds may not be properly transferred to or received in the Payee's account and funds sent to an incorrect bank account or bank may not be recoverable by Custom House. Customer acknowledges that it must review all Transaction instructions carefully prior to authorizing a Transaction and if Customer subsequently learns of any error in an Instruction, Customer must immediately notify Custom House.

## **9. Inaccuracy of Instruction**

If Customer fails to provide a timely, complete and legible Instruction, and the Transaction cannot be processed or completed, or the funds are returned to Custom House, Custom House will wait to process/complete the Transaction(s) pending receipt of further or correct details from Customer, provided that Customer is not otherwise in default hereunder. If Custom House does not receive sufficient or correct instruction for the disposition of such funds, funds will be returned to Customer in the same currency in which they were delivered to Custom House, and subject to applicable law, Customer shall be solely liable for any resulting foreign exchange or other losses. Unless required by applicable law, Custom House shall not be liable for any loss or damage suffered by Customer as a result of any such delay. Customer acknowledges and agrees that Custom House shall not pay interest on funds while waiting for sufficient or correct instruction to complete the Transaction(s).

## **10. Transaction Processing**

Subject to Section 14, applicable law and Custom House's policies and procedures, Custom House agrees to process Transactions for Customer as soon as commercially practicable (during normal business hours) in accordance with Customer's Instruction. Customer acknowledges that a request for a Transaction to be processed or credited to a recipient on a specific day which is not a business day in any jurisdiction through which the payment is routed or draft is sent may result in the Transaction being delayed. Subject to applicable law, Custom House shall not be liable for failure, delays or errors in processing a Transaction for any reason. Subject to applicable cancellation rights described herein, the Parties agree that a Transaction shall be deemed to be binding on Customer and final once a Transaction identification number has been generated by Custom House. Once a Transaction identification number has been generated and the Instruction has been processed, Custom House will send to Customer a Transaction Confirmation. Custom House will initiate the electronic funds transfer(s) or send the draft(s) to the Payee(s) upon receipt of Settlement from Customer. Payee's bank (beneficiary bank) may charge fees for the Transaction and foreign taxes in the Payee's jurisdiction may be applicable to the Transaction, both of which will result in the Payee receiving a lesser amount than the amount disclosed on the Transaction Confirmation, for each of which Custom House shall not be liable. In addition, if the currency a Customer selects to send to the Payee's bank account is not the currency in which the Payee's bank account is denominated, the Payee's bank may convert the funds at its own currency exchange rate (resulting in the Payee potentially receiving a lesser or different amount than the amount disclosed on the Transaction Confirmation) or reject the transfer.

When you have a question regarding Custom House Online, here are the following customer service numbers:

Toll Free Phone: 1.866.430.5386 (North America)

Toll Free Phone: +1.732.694.2257 (Outside North America)

#### **11. Representations Made For Each Transaction**

All representations made in this Agreement with regard to Service Transactions shall apply each and every time the Customer accepts, finalizes and enters into a Transaction.

#### **12. Responsibility for Authorized and Unauthorized Access & Indemnification**

The Customer will manage and control access to Custom House Online and the ability to conduct Service Transactions, by strictly managing and controlling access to the Customer's Sign-on Credentials. It is the Customer's responsibility to ensure that the Customer Sign-on Credentials do not become known to other parties.

All Service Transactions conducted through the Customer's Sign-on Credentials, whether or not by unauthorized users, are the Customer's responsibility and will be legally binding on the Customer. The Customer indemnifies and holds harmless Custom House from and against all claims made against it, costs, losses and expenses incurred by Custom House arising out of, or in respect of, any claim that an employee or other person who uses the Customer's Sign-on Credentials was not authorized to enter into a Transaction on the Customer's behalf and/or provide Custom House with settlement and delivery instructions for completed Transactions. This indemnity will survive the completion of any Transaction or the termination of this Agreement.

The Customer will not be responsible for any unauthorized use Custom House Online or any Service Transaction that occurs after Custom House has acknowledged to the Customer in writing receipt from the Customer of a direction to terminate use of the Password used.

#### **13. Transaction Confirmation**

The terms of each Transaction will be set out in the Transaction Confirmation presented to the Customer (as the person conducting the Transaction), which follows the Customer acceptance of the Transaction. The Transaction Confirmation is evidence of the completed Transaction and the terms of the completed Transaction. Each Transaction is subject to this Agreement and the terms of each Transaction set out in the related Transaction Confirmation are incorporated into this Agreement and form a part of this Agreement. This Agreement and the terms of each Transaction together form the agreement between the Customer and Custom House and together constitute a single agreement between the Customer and Custom House. If there is any inconsistency between this Agreement and a Transaction Confirmation, the Transaction Confirmation will govern.

The Transaction will not be invalidated if, for any reason, the Transaction Confirmation is not presented to the Customer by Custom House as a result of a computer malfunction or any other reason. If, for any reason, the Transaction Confirmation is not presented to the Customer, the records of Custom House with respect to that Transaction will constitute conclusive evidence of the terms of the Transaction. If a Transaction Confirmation is not presented to the Customer for any reason, the Customer should notify Custom House immediately by calling the Customer Support Number, and Custom House may provide the Customer with a Transaction Confirmation by email or other means setting out the terms of the Transaction.

#### **14. Cancellation of or Changes to Transaction by Customer**

If, for any reason, the Customer wants to amend the terms of a Transaction or cancel a Transaction that has been finalized and entered into, the Customer may notify Custom House by email or by calling the Customer Support Number. Custom House may or may not have the ability to amend or cancel the Transaction. The Customer understands that it is prudent to contact Custom House immediately to make such a request.

Custom House may, at its sole discretion, use reasonable efforts to amend or cancel the Transaction, but the Customer understands and acknowledges that once the Transaction has been finalized and entered into it is the Customer's binding obligation and Custom House is not required to amend or cancel the Transaction.

Subject to applicable law, if a Transaction is amended or cancelled by Custom House at the Customer's request, the Customer must pay any applicable cancellation fees and reimburse Custom House for any expenses, losses or charges incurred by Custom House when it amends or cancels the Transaction, including without limitation, any foreign exchange losses and any applicable third party fees or charges.

#### **15. Cancellation, Delays, or Rejection of Instruction by Custom House**

Custom House reserves the right to amend, delay, reject or cancel any Instruction that is incorrect, incomplete or unsatisfactory to Custom House for any reason, including without limitation where such Transaction would be in contravention of applicable law or Custom House policies or procedures. Custom House may also reject Transactions if we are unable to send a particular currency to the country designated by Customer. In the foregoing circumstances, Custom House is not required to provide reasons for its decision. Custom House reserves the right in its sole discretion to discontinue the Services, in part or in whole, at any time and shall not be liable to Customer for any loss, liability or expense incurred by Customer in connection with such discontinuation.

#### **16. Corrections to Transaction**

In the event that the Customer notices an error in the Transaction Confirmation, objects to the Transaction Confirmation, or believes that an unauthorized party has conducted a Transaction on the Customer's behalf (collectively referred to in this section as an "Objection"), the Customer must email or call the Customer Support Number immediately. Subject to applicable law, Custom House may require

the Customer to deliver notice of the Objection in writing to Custom House within twenty-four (24) hours after calling the Customer Support Number. If the Customer fails to provide written Objection within the time frames specified Custom House will deem that the Customer ratified the Transaction.

## **17. Errors**

If the Customer or any unauthorized user makes an error in the process of submitting an Instruction, the Customer agrees that Custom House will not be responsible for any losses the Customer incurs or delays the Customer experience as a result of such an error unless otherwise required under applicable law. Custom House's inability or failure to detect and notify the Customer of any error the Customer makes, regardless of the nature of such error, shall not result in Custom House being held responsible for any losses suffered by the Customer, including but not limited to in connection with delays the Customer experiences or costs the Customer incurs as a result of such error unless otherwise required under applicable law.

Subject to applicable law, the Customer agrees to indemnify and hold Custom House harmless from and against any and all claims, losses, liabilities, damages and costs, including, but not limited to, reasonable attorney's fees and out-of-pocket expenses, arising out of or related to any error that the Customer fails to correct or arrange for Custom House to correct. This indemnification shall be binding upon the Customer and will survive termination of this Agreement.

## **18. Quoting Error**

Subject to applicable law, if a quoting error occurs due to a typo or obvious mistake in a quote, Custom House will not be liable for any damages, claims, losses, liabilities or costs arising from the quoting error. Custom House reserves the right to make the necessary adjustments to correct the quoting error. Any dispute arising from such quoting errors will be resolved on the basis of the fair market value, as determined by Custom House, in its sole discretion, of the relevant Currency at the time the quoting error occurred.

## **19. Electronic Wallets**

Customer may authorize Custom House to hold funds for Customer for up to 90 days, in one or more currencies as agreed by Custom House, pending further instruction for delivery of the funds to Customer or a Payee. If Custom House does not receive a timely Instruction for the disposition of such funds within such 90 days, those funds will be returned to Customer in the same currency in which they were delivered to Custom House. Customer acknowledges and agrees that Custom House shall not pay interest on funds held in an Electronic Wallet.

Customer agrees and acknowledges that Electronic Wallet transactions only involve the buying or selling of foreign currency.

## **20. Exchange Rates When Converting into Foreign Currency**

Canadian currency or another payment currency selected by the Customer is converted to another currency at an exchange rate set by Custom House unless the laws of the country in which the Payee's account is located do not permit Custom House to set an exchange rate upon the sending of the funds, in which case, Custom House may provide an estimated exchange rate.

## **21. Payment Authorization & Settlement**

### **a. Payment Authorization**

Unless otherwise provided in this Agreement, Customer authorizes payment for a Transaction when Customer issues an Instruction.

**b. Settlement**

Unless otherwise provided in this Agreement or agreed in writing between Custom House and Customer, as payment for a Transaction Customer agrees to promptly deliver Settlement within two (2) Business Days to Custom House in immediately available funds and in accordance with any settlement instructions provided by Custom House.

If Settlement is paid to Custom House electronically or by direct debit, Customer must ensure that any bank account from which the Customer's Settlement is to be made (i) is in the name of Customer; and (ii) contains sufficient cleared funds to satisfy the amount payable to Custom House. Customer agrees that Settlement shall not be recallable by Customer without Custom House's prior written consent.

Custom House shall have the right to cancel the Transaction, suspend or ultimately terminate the Services and/or initiate any proceedings necessary to recover any balance due under any of the following circumstances:

- a. If Customer does not deliver Settlement as required by this Agreement following Customer's Instruction to purchase or sell Contract Funds;
- b. If paying electronically or by direct debit, the account does not contain sufficient cleared funds to satisfy the Settlement amount payable to Custom House; or
- c. If Customer recalls Settlement without Custom House's prior written consent.

Custom House has sole discretion in determining which steps to take in the foregoing circumstances.

Further, Customer agrees (i) that Custom House shall have no liability to Customer and Customer waives any claim or action against Custom House, in the event of such cancellation, suspension or ultimate termination and (ii) to indemnify and hold Custom House harmless from any and all liability, claims, damages, and costs, including any foreign exchange losses and bank charges incurred by Custom House, any applicable cancellation fees and all reasonable fees incurred by Custom House resulting from Customer's failure to pay and Custom House's effort to collect any balance due. Customer agrees that Custom House may recover interest upon any unpaid amounts due at the rate of two percent (2%) plus prime, as periodically announced by the Royal Bank of Canada, Toronto.

**c. Set-Off**

(a) In addition to other remedies available to Custom House, if the Customer fails to pay any amount when due under this Agreement, Custom House may set-off against such amount any amount payable by Custom House to the Customer.

(b) Custom House is entitled to set-off against any amounts due to it by the Customer, any amounts received by Custom House from or on behalf of the Customer including but not limited to moneys received as Deposits or Margin Deposits or funds held by Custom House as Holding Balance. Custom House may determine the application of any amounts which are to be set-off at its own discretion.

(c) The Customer must not set-off against any amounts due to it by Custom House, any amounts Custom House owes the Customer.

(d) For the avoidance of doubt, Custom House has the right to net or set-off any amounts it owes to Customer against any and all amounts owed or that may be owed to it by Customer, including any fees, losses or indemnities.

**d. Changes in Customer's Depository Financial Institution**



Customer shall provide written notice to Custom House if Customer changes the account(s) at its depository financial institution(s) from which Custom House has been granted the authority to initiate electronic debits. Such notice shall take effect only once Custom House has received such notice and has had a reasonable time to act upon it.

**e. Dishonored Settlement**

In the event any Canadian Dollar check delivered or electronic debit authorized by Customer is dishonored by Customer's financial institution, Custom House will charge and Customer agrees to pay all processing costs associated with each returned check or rejected electronic debit.

**23. Records**

Custom House may maintain a database of Instructions the Customer or any other persons who conducts a Transaction by phone or by using Custom House Online with the use of the Customer Sign-on Credentials or Customer security information, have entered into. These records will be conclusive and binding on the Customer or any other person in any dispute or legal proceeding as the best evidence of the Customer's Transactions in the absence of clear proof that Custom House's records are erroneous or incomplete.

Subject to applicable law, Custom House is not responsible and shall not be held liable to the Customer for any payment that Custom House makes pursuant to incorrect or unauthorized Instructions given by the Customer to Custom House, including when said Instructions are given by the Customer or any other person using the Customer's Sign-on Credentials or security information. These records will be subject to Custom House's privacy policies.

**24. No Speculation Permitted**

The Customer may only enter into a foreign exchange transaction for the purpose of hedging the risk of movement in the value of a Currency but not for the purpose of speculation or investment. If Custom House suspects that the Services have been used by the Customer for speculation purposes, Custom House may immediately terminate this Agreement, and Custom House shall be relieved of any obligations set out in this Agreement, including any obligations arising out of any Transaction already placed with and accepted by Custom House.

**25. Information Services and Sources and Rate Quotes**

Custom House believes that its market and other information is reliable insofar that it is independently obtained from information sources and other providers that Custom House believes to be reliable. However, the Customer understands and agrees that Custom House and its information sources do not guarantee, for any particular purpose, the timeliness, sequence, accuracy, completeness or fitness of this information.

Information provided by Custom House and made available through Custom House Online may include views, opinions and recommendations of individuals or organizations. The Customer understands and agrees that the availability of this information through Custom House Online does not constitute Custom House's endorsement of any such views or opinions. The Customer further understands and agrees that Custom House does not provide professional advice through Custom House Online: information relating to investment, tax, accounting or law, which is included in Custom House Online, is to be considered information only and does not in any way constitute professional advice and may not be relied upon by Customer.

Rate quotes (other than those included on Transaction Confirmations) provided by Custom House through Custom House Online are indicative only and provided for informational purposes. Indicative rate

quotes are not binding on Custom House and do not constitute an offer by Custom House to purchase or sell funds at the rate set out in any indicative quote.

## **26. Limitation of Liability**

Custom House will not be liable to the Customer for any loss, costs or damages that the Customer incurs as a result of the Customer use of Custom House Online or if Custom House Online or any Services are not available, including, if for any reason, Custom House Online or any or all of Services are not available during its normal hours of operation.

Without limiting the generality of the foregoing and subject to applicable law, Custom House will specifically not be liable: for communication malfunctions that affect the accuracy or timeliness of messages or instructions between the Customer and Custom House and/or which prevent messages from being transmitted in whole or in part; if the Customer makes errors, however careless, while entering information when using Custom House Online; if any person fails to log off a personal computer and an unauthorized Instruction is entered into using Custom House Online; if, for any reason, Custom House Online cannot be accessed by the Customer, if Custom House Online does not function or is not available; or for any errors in/or malfunction of software.

Custom House will not be responsible for any loss, damages or injury suffered by the Customer by reason of any act or omission that occurred in the course of or in connection with the operation of any Electronic Access Device. Should inaccurate exchange rates (as determined by Custom House acting reasonably) be posted on Custom House's website by us, such rates may not be honored by Custom House, in our sole discretion, with the exception of exchange rates disclosed on Transaction Confirmations.

Custom House's liability to the Customer and anyone claiming through the Customer hereunder for a breach of this Agreement by Custom House shall be limited to the foreign currency value of the Transaction relating to the claim, as determined at the date the Transaction was confirmed by Custom House.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE CUMULATIVE AGGREGATE LIABILITY OF CUSTOM HOUSE AND ANY OF ITS AFFILIATES INCLUDING WESTERN UNION UNDER THIS AGREEMENT SHALL BE LIMITED TO A MAXIMUM AGGREGATE IN DIRECT DAMAGES SUFFERED IN THE AMOUNT AS CALCULATED ABOVE. IN NO EVENT SHALL CUSTOM HOUSE, OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ECONOMIC LOSS, LOST PROFITS, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **27. Limitations of Service**

The parties acknowledge and agree that Custom House has advised Customer that Custom House is not able to process any Transactions for payments to Cuba, or relating to goods or services purchased in or from Cuba ("Cuba Transactions"). The Customer hereby acknowledges and agrees that:

- a. it will not submit to Custom House any such Transactions; and
- b. if it does, and if Custom House should accept the Transaction due to the fact that it did not know that the Transaction was a Cuban Transaction, Custom House has no obligation to process the Transaction nor to return to the Customer any funds relating to the Transaction.

## **28. Service Modifications and Interruptions**

Custom House may modify Custom House Online and/or the Services at any time. From time to time Custom House Online and/or some or all of Services may periodically be unavailable to the Customer during its normal hours of operation in order to allow for maintenance and updates or for other reasons. The Customer specifically agrees that Custom House is not responsible for any losses to Customer or any other person resulting from the unavailability of Custom House Online or any of the Services.

Subject to applicable law, Custom House will not be responsible for delays or failures in performance resulting from acts beyond its reasonable control, including but not limited to, acts of God, strikes, postal interruptions, lockouts, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters.

## **29. Changes to Agreement**

Upon reasonable and prior notice to the Customer, which may include communication via Custom House Online, Custom House may amend any provision of this Agreement at any time and the Customer's continued use of the Services after the date of any such amendment will constitute for all purposes the Customer's agreement and consent to any such amendment.

## **30. Termination**

- a. Custom House may terminate this Agreement at any time without notice. The Customer may terminate this Agreement at any time by notifying Custom House in writing. Termination will be effective as of the close of business on the day notice is received by Custom House.
- b. Subject to (c), termination of this Agreement by either Custom House or the Customer will not affect any Transactions that were entered into prior to such termination and this Agreement shall continue until all obligations under those Transactions have been performed. Custom House reserves the right to elect to return funds held by it to a Customer in lieu of performing outstanding Transactions.
- c. In the event that Custom House is made aware of or has reason to believe any of the following:
  - i. that the Customer has provided false or misleading information to Custom House;
  - ii. that the Customer has or is participating or has or is assisting in money laundering or terrorist financing;
  - iii. that the Customer is being pursued by law enforcement and/or regulatory agencies; or
  - iv. that completing a Transaction would result in a breach of law or other regulatory requirement by Custom House;
  - v. that the Customer is subject to bankruptcy, liquidation or other insolvency proceeding;

then Custom House, at its sole discretion, may terminate this Agreement, and Custom House shall be relieved of any obligations set out in this Agreement, including any obligations arising out of any Order already placed with and accepted by Custom House.

## **31. Post Termination**

Subject to Section 30(c) of this Agreement, within two (2) days of termination, each Party shall pay all amounts due, and the Customer will dispose of all materials received from Custom House as per Custom House's written instructions. Duties of payment, delivery, and destruction of materials shall survive termination of this Agreement.

## **32. Notices and Communications of Instruction**

In this Agreement, written notice means notices shall be in writing and delivered by postal mail, courier, or email to the address or email address described below. Notice will be deemed effective upon receipt. Should a delivery or transmission be received on a non-Business Day, receipt shall be deemed to be the following Business Day. Custom House may, at its discretion, rely and act upon telephone and any other electronically transmitted Instructions from any person who Custom House believes, in good faith, to be genuine and authorized by the Customer to give said Instructions. Subject to applicable law, Custom House shall not, in the absence of gross negligence or willful misconduct on its own part, be responsible for reliance on said Instructions nor shall Custom House be responsible for failure, delays or errors in the receipt of such Instructions and, accordingly, the Customer agrees that Custom House shall have no liability for consequential or special damages in connection thereto.

**Physical Address:** 12500 East Belford Avenue, Englewood, CO 80112

**Email Address:** online@westernunion.com

### **33. Legal Compliance**

#### **a. Anti-Money Laundering**

(i) Disclosure. The Customer understands that Custom House takes appropriate measures to ensure that it is not participating or assisting in money laundering or terrorist financing. The Customer agrees that Custom House, at its sole discretion, may disclose any Transaction-related information in order to satisfy Custom House's legal obligations under applicable law, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or as may otherwise be required by law or court order. Furthermore, such disclosure may be made to any governmental agency, body or department that exercises regulatory or supervisory authority with respect to Custom House's operations, where such disclosure is made to satisfy routine governmental audit or examination requirements or as part of informational submissions required to be made to such governmental entities in the ordinary course of business.

(ii) Additional Information. Upon request, the Customer agrees to provide any additional information that Custom House may need to satisfy its obligations under Section 33(a)(i).

(iii) Transaction Processing. The Customer understands, acknowledges and agrees that all Transactions, wherever originated, may be processed by Custom House or may be processed on behalf of Custom House by one or more of its affiliated Custom House Group companies, one or more of which may be located outside of the country of customer. As such, all Transactions, wherever originated, shall be processed in accordance with the laws and regulations of the jurisdiction where the Transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism and foreign asset control.

#### **b. Telephone Recording**

Customer understands, acknowledges and agrees that telephone communications with Custom House may be monitored and/or recorded.

### **34. General**

#### **a. Inurement**

This Agreement, including all Transactions, shall inure to the benefit of Custom House, its successors and assigns and shall be binding upon the Customer and the Customer's personal representatives, executors, trustees, administrators, successors, assigns, principals, officers and agents.

**b. Assignment**

Any rights that the Customer has pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the written authorization of Custom House. Custom House may, however, assign this Agreement to another party without notice to the Customer.

**c. Plural**

In this Agreement, singular includes plural and plural includes singular.

**d. Agreement Survives Failure of Specific Provisions**

If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidation of the remaining provisions of this Agreement.

**e. Conflict**

This Agreement comprises the terms and conditions governing the relationship of the Parties. If there are different or conflicting terms in any schedule, attachment or other addenda attached hereto, then the terms of the schedule, attachment or other addenda shall govern over the terms in this Agreement.

**c. Entire Agreement**

This Agreement, and all schedules, attachments or other addenda attached hereto, constitute the entire agreement between the Parties with respect to the use and provision of the Custom House Services, and supersedes and replaces any and all prior or contemporaneous understandings, communications or agreements, written or oral, regarding related subject matter. The Parties specifically understand that there are no representations, warranties, guarantees, promises, or agreements other than those set out in this Agreement and all schedules, attachments or other addenda attached hereto.

**d. Headings**

Headings in this Agreement are inserted for convenience of reference only and are not intended to limit the applicability or affect the meaning of its provisions.

**e. Applicable Law**

This Agreement shall be governed exclusively by the laws of the Province of British Columbia and Canada. All Trades made hereunder shall be deemed to have been entered into and to have taken place in Canada at the head office of Custom House, in Victoria, British Columbia. The courts located in British Columbia shall have exclusive jurisdiction for settling disputes arising from the Agreement and both parties irrevocably submit to that jurisdiction.

This Agreement exists in addition to and not in substitution of any other present or future agreement between the Customer and Custom House.

## **Names and Marks**

At no time shall either Party make commitments for, or in the name of, the other Party. Except as specifically provided for in this Agreement, neither Party will: (a) use the other Party's name or proprietary marks without prior written approval; or (b) represent itself as being affiliated or partnered with, or authorized to act for, the other Party.

### **f. Force Majeure**

Subject to applicable law, neither Party will be liable for any failure or delay in performance (except for duties of payment of any monies due under this Agreement) due to governmental acts (including currency controls), acts of God, war or civil unrest, acts or omissions of third parties, equipment or power interruption, market or banking conditions, or other circumstance beyond the Party's reasonable control.

### **g. Hyperlinks**

The Customer understands that hyperlinks or other links featured on Custom House's website, which link to third party websites that are outside of control of Custom House, exist solely as a complimentary convenience of visitors to the Custom House website. Custom House does not review, monitor, endorse or control these third party websites and therefore is not responsible for their content. The Customer agrees, as an experienced user of the world wide web, that it uses the Internet at its own risk and that Custom House is not liable for any losses and damages resulting from, or in consequence of, the Customer following a link to a third party website which is posted on Custom House's website.

### **h. Computer-Related Losses**

Subject to applicable law, the Customer agrees that Custom House shall not be responsible or liable to Customer or any third party for any computer-related problems caused, directly or indirectly, by any breakdown or failure of Custom House's transmission or communication system, an electrical power outage, or any other cause beyond Custom House's control or anticipation, including but not limited to delays in transmission of data or information and/or computer viruses, which problems result in losses, damages, claims (third party or any claims), costs or expenses, including attorneys' and any other fees.

## **35. Action to Execute Agreement**

By clicking the Submit button directly below this window, the Customer confirms that representations and warranties included in the Agreement are true and that the Customer accepts this Agreement in its entirety, including all of its terms, conditions, representations and warranties and the Privacy Policy of Custom House that form part of this Agreement.