

Incoming Instructions Portal– Terms of Use

Western Union Business Solutions (USA), LLC (“**WUBS**”) and its affiliates (“**Affiliates**”) offer you the user (“**You**” or “**Your**”) access to this Incoming Payments Portal (“**Portal**”). WUBS and its Affiliates operates this Portal for our financial institution clients (“**Our Clients**”), and certain financial institutions affiliated with Our Clients (“**Client Associates**”), to accept payment details (“**Payment Details**”) from third party payors (“**Payors**”) wishing to transmit funds (“**Payments**”) to recipients holding accounts with Our Clients or Client Associates (“**Recipients**”). The Client or Client Associate for or to whom you are providing Payment Details is identified on the webpage through which You submit Payment Details.

Your access and use of the Portal is strictly subject to these Terms of Use (as defined below), our Client’s or Client Associate’s privacy policy, notices, disclaimers and any other terms and conditions applicable from time to time. If You use any of the services contained within the Portal for which alternative or additional terms and/or conditions are referenced, then You may also be subject to those terms, all of which are collectively represent the Portal (“**Terms of Use**”). By accessing, viewing or otherwise using the Portal, 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 Portal constitutes acceptance of the variations or modifications. The Terms of Use and Your access to the Portal may be terminated by WUBS in its absolute discretion without notice to You. All restrictions, licenses, disclaimers and limitation of liability by WUBS or its Affiliates survive termination of the Terms of Use.

By selecting ‘**SUBMIT**’ on the Portal, You acknowledge and agree that you have read and understood the Terms of Use and any applicable fees and charges.

Background

WUBS and/or the Affiliates provide services to Our Clients or Client Associates including facilitating payments to any accounts you have with Our Clients or Client Associates. The Affiliates may include, but are not limited to, the following entities:

Affiliate	Country
Western Union Business Solutions (Australia) Pty Limited	Australia
Western Union International Bank GmbH	Austria; Czech Republic, France, Germany, Netherlands, Poland
Custom House ULC	Canada
Western Union Business Solutions (Hong Kong) Limited	Hong Kong
Western Union Business Solutions (Australia) Pty Limited (NZ Branch)	New Zealand
Western Union Business Solutions (UK) Limited	United Kingdom
Western Union Business Solution (USA), LLC	United States of America
Western Union Business Solutions (Singapore) Pte Ltd	Singapore
Ruesch International LLC	Switzerland

All WUBS and/or the Affiliates services are provided subject to the relevant local law and requirements applicable in the countries in which Our Clients or Client Associates are located and on the terms of any agreement(s) between the Affiliate(s) and Our Clients.

In accepting payment instructions for Our Client or Client Associates, WUBS and/or the Affiliates act only as a service provider to Our Client or Client Associates– not as a service provider to You. You irrevocably agree that WUBS may accept and act upon the sole instructions of Our Clients or Client Associates with respect to any Payment we receive from a Payor for further transmission to a Recipient.

Information Submitted

You are solely responsible for the accuracy and completeness of Your information. 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).

Refund Policy

- **Transaction Amount:** WUBS and/or the Affiliates act as a service provider and only submits payment instructions to your financial institution (Our Client – being the client of WUBS and/or the Affiliate(s), or a Client Associate) in accordance with the information you have provided in the Portal. WUBS and/or the Affiliates do not have authority to reverse or refund authorised transactions. The Payor must contact the Recipient of the Payment directly for a refund or reversal.
- **Transaction Fees and Surcharges:** Transaction fees and surcharges that are charged to a Payor or otherwise paid by the sender of a Payment may be non-refundable. The Payor should inquire with their financial institution if they have any questions relating to such charges.

Intellectual Property

You acknowledge and agree that all copyright and other intellectual property rights in and to the Portal are and remain WUBS' exclusive property. You agree not to permit use of the Portal 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 Portal.

Disclaimer

YOU UNDERSTAND AND AGREE THAT THE PORTAL IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WUBS AND THE AFFILIATES MAKE NO WARRANTY THAT THE PORTAL WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE PORTAL 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 PORTAL OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PORTAL. WUBS AND THE AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE PORTAL, 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 AND/OR THE AFFILIATES ARE NOT RESPONSIBLE FOR ANY ABILITY OF A MOBILE DEVICE TO ACCESS THE PORTAL OR ANY LOSS OR DAMAGE TO A MOBILE DEVICE RESULTING FROM YOUR ACCESS OR USE OR ATTEMPTED USE OF THE PORTAL.

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

Limitation of Liability

YOU UNDERSTAND AND AGREE THAT WUBS AND THE AFFILIATES 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 PORTAL OR ANY OTHER MATTER RELATING TO THE PORTAL.

WUBS' AND THE AFFILIATES TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW (INCLUDING CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY ANY 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

You expressly agree and understand that (i) your financial institution's (our Client or a Client Associate) privacy policy governs your interactions with the Portal, and (ii) WUBS and/or its Affiliates and applicable service providers only stores your data for purposes of providing services to our Client. You should review your financial institution's privacy policy for further information regarding how it uses, collects, and stores information.

Miscellaneous

- **Third Party Rights:** You acknowledge that the Terms of Use are for the benefit of both WUBS and its Affiliates. You agree that any loss, damage, cost or liability incurred by any Affiliate 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, damage, 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 or the Affiliates.
- **Binding Effect:** You agree that the Terms of Use are binding upon You and govern Your access and use of the Portal. 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 Portal.
- **Governing Law:** The Terms of Use are governed by the laws of the State of New York, USA, without regard to choice of law rules. You agree that any dispute You may have against WUBS must be resolved exclusively by a state or federal court located in the State of New York. 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 Portals' 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.

PLEASE ACKNOWLEDGE YOUR ACCEPTANCE OF THE TERMS OF USE BY CLICKING ON THE **“SUBMIT”** BUTTON IN THE PORTAL.

YOU ARE NOT PERMITTED TO USE OR ACCESS THE PORTAL IN ANY MANNER IF YOU DO NOT ACCEPT THE TERMS OF USE.