

## TERMS AND CONDITIONS

### 1 GENERAL

- 1.1 Definitions.** Whenever used in this Agreement, unless inconsistent with the subject matter or context, the capitalized terms shall have meaning given in Section 10, Definitions, found at the end of this Agreement.
- 1.2 Nature of the Service.** Western Union and Custom House have collaborated to offer the Client the Global Business Payments Service. Through the Service, the Companies offer the Client the ability to send funds to a third party located in the United States or located in Eligible Payout Countries. Payments can be funded by the Client through (a) a Cash Payment made in the United States (subject to Western Union's transaction limits and service restrictions); (b) an electronic payment funded through the Client's U.S. bank account and processed by the Companies via the ACH network; or (c) a bank wire originated by the Client and sent to the Companies' designated account. Payments to a Recipient may be delivered through (a) a Cash Payout to the Recipient (subject to Western Union's service restrictions); or (b) an ACH credit, bank wire or other electronic transfer delivered by the Companies to the Recipient's bank account. In the case of a Cash Payout or a payout to a bank account in a currency other than the U.S. Dollar, the Companies shall complete the Foreign Exchange necessary to obtain the payout currency for a Cash Payout to the Recipient or for delivery to the Recipient's bank account in an Eligible Payout Country.
- 1.3 Companies Act as Service Providers.** In processing the Client's payments to third parties, the Companies are acting as independent contractors, service providers to the Client. The Companies are not responsible for any goods or services the Client may be purchasing or selling, and cannot guaranty or warranty that any payments the Client sends will be accepted by the Recipient, or that the Recipient will fulfill any obligation to the Client to which the payment relates. The Client accepts the risk of fraud, negligence, or non-performance of the Recipient.

### 2 ENROLLMENT

- 2.1 Application.** The Clients desiring to enroll in the Service must complete the Application Form, including the Client's signed acknowledgment agreeing to these Terms and Conditions. The Companies, in their sole discretion, may reject any application and decline to offer the Service at any time.
- 2.2 Bank Verification.** The Clients desiring to send payments from their bank account shall provide the Companies with the name and contact information for a U.S. bank at which the Client maintains an account. The Client authorizes the Companies to contact this bank for the purposes of verifying the Client's identity and to otherwise verify the Client's signature, account information and other information relevant to this Agreement and the Client's obligations under this Agreement. The Client represents and warrants to the Companies that the Client has signing authority on the account described.
- 2.3 Client Identification and Consent to Credit Check.** The Client further authorizes the Companies to take all reasonable measures to verify the Client's identity and to examine the Client's background to confirm the Client's ability to meet the Client's obligations to the Companies. For the purpose of this Agreement, all reasonable measures will include:
- (a) on an ongoing basis to request and obtain personal information or corporate information on the Client in order to assess the Client's credit history and credit worthiness, which may be available from credit bureaus and/or other credit-reporting entities including the Client's bank;
- (b) to provide and receive on a regular basis credit information concerning the Client with credit bureaus and/or other credit-reporting entities to ensure that the Companies' records are up to date and as accurate as possible.

### 3 PLACING ORDERS

- 3.1 Security and Password.** Prior to the Client's first use of the Service, the Client must choose a unique username and Password. If a Password is assigned to the Client by the Companies, it must be changed by the Client to a new Password.
- 3.2 List of Users.** The Client shall provide the Companies with a list of authorized users ("Authorized User") who shall access the Service and/or enter into Orders on the Client's behalf. The Client shall immediately notify the Companies when any new person becomes an Authorized User or when any existing Authorized User is no longer entitled to be an Authorized User. Until the Client has provided notice to the Companies to the contrary, the Companies may continue to assume that all existing Authorized Users have authority to legally commit the Client to transactions with the Companies. All Orders, communications and uses of the Companies' Service, by an Authorized User will be deemed to be authorized by the Client and shall be binding upon the Client.

- 3.3 Methods of Authorizing Orders.** The Client and an Authorized User (collectively referred to as a “User”), may request the Companies to accept instructions, enter into Orders and make financial dealings through the Website, by facsimile, telephone, or email. The Companies may accept such instructions in the manner authorized by the Client. Authorized Users of the Client may authorize Orders initiated through the Website via an electronic signature, as described on the Website. All other orders will require a signature from an Authorized User or on the designated Order form. Once the Order has been acted on or agreed to by the Companies (the “Acceptance”) the Client is bound by it. For telephone orders, the Companies may check the authority of the caller by requesting the caller give his or her name and confirming that such name has been notified to the Companies by the Client as an Authorized User. Upon such check confirming the identity of the caller, the Companies may assume that the caller has the full authority as previously advised by the Client. The Client acknowledges and agrees that the Companies may make a tape recording of each telephone instruction received from the Client which recording remains the property of the Companies. The telephone recording can be used by the Companies to confirm the terms and conditions of any transaction where there is dispute with the Client as to the terms or conditions of the transaction. Orders are non-cancelable after Acceptance.
- 3.4 Confirmation of Orders.** An Order made by telephone will be confirmed by Custom House in writing to the Client by facsimile transmission or email and the Client shall on receipt of the Order, immediately notify Custom House by phone and in writing of any discrepancy, otherwise the Client shall be deemed to have accepted the confirmation as an accurate record of the telephone transaction.
- 3.5 Rejection.** The Companies reserve the right to refuse any Order that is incorrect, incomplete, or unsatisfactory to the Companies for any reason.
- 3.6 Transaction Limits.** The Client acknowledges and agrees that the Companies may periodically set limits on the Order amount, including Cash Payout limits, limits on amounts which may be paid in foreign currencies, and daily, weekly or monthly payment limits. Such limits may be applied generally to the Service or may be applied with respect to a particular Client or Recipient.
- 3.7 Delivery of Funds.** Following the Acceptance, the Client must make each payment or delivery required to be made under the terms of the Order in the currency, in the amount, on the date and in accordance with the settlement instructions for the Order. The Client may make a payment (a) in cash through Western Union (subject to Western Union's transaction limits); (b) through an electronic ACH debit from Client's account initiated by the Companies as authorized by the Client; or (c) by bank wire initiated by the Client to the designated Companies account. The Client shall be responsible for the cost of any bank wire or other fees charged by its bank. Cash payments must be made at a Western Union agent location within 48 hours of the Client's authorization of the Order. The Client must ensure that any account from which payment obligations under an Order are to be made contain sufficient cleared funds to settle the Order. In the event an ACH debit is returned for insufficient funds, the Companies may resubmit the ACH debit for processing in accordance with NACHA rules. If the account does not contain sufficient cleared funds to settle the Order, the Client will be liable for any resulting fees payable with respect to the account in accordance with the terms under which the Client holds such account. In addition, if the Client fails to settle the Order, the Companies may, without limiting any other remedies that they may have, in their absolute discretion cancel the Order, in which case the Client will have to reimburse the Companies for any costs, fees and other expenses incurred by the Companies to cancel the Order, including losses caused by fluctuations in the Foreign Exchange or fees charged to the Companies due to the failure to complete an Order that included Foreign Exchange.
- 3.8 Delay.** The Companies shall not be responsible or liable for the time it may take financial institutions to settle accounts. The Companies shall not, in the absence of gross negligence or willful misconduct, be liable for delays, damages, failures or errors in the completion of the Order.
- 3.9 Quoting Error.** Should a quoting error occur due to a typo or obvious mistake in a quote (the “Quoting Error”), the Companies are not liable for any damages, claims, losses, liabilities, costs arising from the Quoting Error. The Companies reserve the right to make the necessary adjustments to correct the Quoting Error. Any dispute arising from such Quoting Error will be resolved on the basis of the fair market value, as determined by the Companies, acting reasonably, of the relevant currency at the time such Quoting Error occurred.
- 3.10 Taxes.** The Client shall be liable for all taxes payable in connection with the receipt of the Service.
- 3.11 Acceptable Use.** The Client agrees that the Service shall only be used in a manner consistent with the Companies' Acceptable Use Policy, as it may be modified from time to time. The Acceptable Use Policy shall be posted on the Website and available for review.

## 4 CANCELLATION OF ORDERS; RETURNED PAYMENTS

- 4.1 Cancellation or Amendment.** Should the Client subsequently wish to reverse or alter or cancel any Order made in person, by fax, telephone, Internet or email, the Client shall be liable to reimburse the Companies in full, on demand, for any loss or costs incurred as a result of such cancellation or amendment.
- 4.2 Requests to Stop Payment.** The Client will contact the Companies immediately if it requests a stop payment on an Order, and the Companies may assist without obligation or liability, with said request. As it may not be possible to stop payment on an Order, the Companies' obligation shall be limited to sending the applicable stop payment order within two (2) Business Days of its receipt of the following: (a) a satisfactory stop order, (b) an indemnity agreement, and (c) payment for the related charges. Refunds will be made in U.S. dollars, less the Companies handling charges and any costs and fees incurred, including losses caused by fluctuations in the Foreign Exchange or fees charged to the Companies due to the failure to complete an Order that included Foreign Exchange. Refunds are conditional upon successful recall of the funds.
- 4.3 Returned or Rejected Payments; Refunds.** For payments returned, rejected by the Recipient or the Recipient's Bank, or, in the case of Cash Payout, for payments that are not retrieved by the Recipient within fifteen (15) days, the Companies at their option may (a) return the payment to the Client's bank account by ACH credit or bank wire; (b) mail a paper check for the amount of the returned payment to the address given to the Companies in the Client's Application Form; or (c) contact the Client and make different arrangements for return of the payment. Any returned payment shall be less the Transaction Fee, Foreign Exchange fees or losses, and other fees or charges incurred by the Companies in processing the payment for the Client.

## 5 TRANSACTION FEES; FOREIGN EXCHANGE

- 5.1 Transaction Fee.** For each Order, the Companies shall charge the Client a Transaction Fee which shall be disclosed to and must be accepted by the Client prior to the Acceptance of the Order by the Companies. The Companies may change the applicable Transaction Fee at any time prior to the submission of an Order by the Client by posting the then-current fee(s) on the Website. The applicable Transaction Fees will be available to the Client on the Website.
- 5.2 Foreign Exchange.** Using the Service, the Client can send funds to Recipients in designated countries outside of the United States for pay out, depending on the country, in either U.S. dollars or in a foreign currency. For payouts in a foreign currency, the Foreign Exchange rate to be applied to an Order will be disclosed to and must be agreed to by the Client when the Order is placed. Prior to authorizing an Order, the Client may obtain a non-binding estimate of the Foreign Exchange rate. The Client understands that in dealing in foreign currency, the Companies have a spread between the purchase and sale prices of the currency; and they base their individualized rates offered to the Clients on many factors including their assessment of market conditions, and their overhead and processing costs. The Client acknowledges and agrees that any difference between the rate given to the Clients and the rate received by the Companies will be kept by the Companies as additional consideration, in addition to the Transaction Fee.

## 6 REPRESENTATIONS AND WARRANTIES; INDEMNITY

- 6.1 Representations and Warranties.** The Client represents and warrants to the Companies that:
- (a) If the Client is a natural person:
- (i) the Client is of sound mind, at least 18 years of age, and possesses full legal competence;
  - (ii) the execution and delivery of this Agreement and of all transactions contemplated hereunder and the performance of all obligations contemplated under this Agreement have been duly authorized by the Client; and
  - (iii) each person effecting transactions hereunder through the Client's account, or otherwise performing the obligations contemplated under this Agreement, has been duly authorized by the Client to do so on behalf of the Client;
- (b) If the Client is not a natural person,
- (i) The Client is duly organized and validly existing under the applicable laws of the jurisdiction of its organization;
  - (ii) the execution and delivery of this Agreement and of all transactions contemplated hereunder and the performance of all obligations contemplated under this Agreement have been duly authorized by the Client; and

(iii) each person executing and delivering this Agreement and all other transactions contemplated hereunder on behalf of the Client, performing the obligations contemplated under this Agreement and any other transaction contemplated hereunder on behalf of the Client, have been duly authorized by the Client to do so;

- (c) Execution and delivery by the Client of this Agreement, and performance of all of the Client's obligations contemplated under this Agreement, will not violate any statute, rule, regulation, ordinance, charter, by law or policy applicable to the Client; and
- (d) Any funds transmitted using the Service were obtained via lawful means and are being delivered to the Recipient for lawful purposes consistent with the Companies' Acceptable Use Policy;
- (e) All information provided by the Client to the Companies, including, but not limited to, the information provided on the Application Form, is true, correct and complete, and the Client will notify Companies promptly of any changes in such information.

**6.2 Indemnity and Survival.** The Client shall indemnify and hold harmless the Companies and all their officers, directors, owners, agents, employees, affiliates, licensors, licensees and third party service providers (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses of any kind related thereto (including, without limitation, reasonable attorneys fees) incurred by the Indemnified Parties in connection with any claim arising out of, based upon or resulting from (i) the Client's access to and/or use of the Website or Service; and/or (ii) the Client's violation of the Terms and Conditions. The Companies reserve the right, at their own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Client. The Client shall not in any event settle any matter without the written consent of the Companies.

## **7 TERM; TERMINATION**

### **7.1 Term and Termination.**

- (a) Agreement shall be effective as of the date last executed by the Companies and shall continue in effect until terminated by the Client or the Companies. Either party may terminate this Agreement at any time, effective upon written notice, in the case of the Client to the Companies, or in the case of the Companies, to the Client. From and after termination the Companies shall not be required to accept or process any Order thereafter placed by the Client. Upon termination by the Client, the Companies shall close the Client's account and shall not accept any further Orders from the Client. If the Client fails to place an Order for more than twenty-four (24) months, the Companies may close the Client's account without notice to the Client.
- (b) Subject to Section 7.1 (c) hereof, termination by either party shall not affect any Order or other transactions previously entered into and shall not relieve either party of any obligations set out in this Agreement, nor shall it relieve the Client of any obligations arising out of any Order or deficit balance with the Companies.
- (c) In the event that the Companies are made aware of or have reason to believe any of the following:
  - (i) the Client has provided false or misleading information to the Companies; or
  - (ii) that the Client has or is participating or has or is assisting in money laundering or terrorist financing; or
  - (iii) that the Client has used or is intending to use the service for purposes that violate the Acceptable Use Policy; or
  - (iv) that the Client is being investigated by law enforcement and/or regulatory agencies or that the Client is using the Service in a manner not consistent with applicable law;

then the Companies, at their sole discretion, may terminate this Agreement, and the Companies 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 the Companies.

**7.2 Post Termination.** Subject to Sections 7.1(c) and 3.5, within two (2) Business Days of termination, each party shall pay all amounts due, and the Client will dispose of all materials received from the Companies as per the Companies' written instructions. Duties of payment, delivery, and destruction of materials shall survive termination of this Agreement.

## **8 LEGAL COMPLIANCE; LIMITATION OF LIABILITY**

**8.1 Compliance with Law.** The Client shall at all times comply with all applicable laws, which may include, but not be limited to, all licensing and anti-money laundering and terrorist financing laws and laws and regulations, including the laws of the United States and of the locality of destination, restricting the export or import of technology or other goods or services, including laws and regulations limiting the type of goods or services that can be exported or imported, the country to which particular goods or services can be exported, or the individual who can be the recipient of particular goods or services. The Client may be required to provide the Companies with personal information or information concerning its business, which will be kept on record. If prescribed by law, the Companies will make a report of the transactions to the appropriate regulatory or law enforcement agency without notification to the Client.

**8.2 Service Subject to Regulation.** The Client acknowledges that the transfer of funds within the United States and internationally is subject to close governmental and regulatory scrutiny and review. Law enforcement and regulatory agencies may periodically inspect all Orders and related Transaction Information. The Client agrees and acknowledges that all Transaction Information could potentially be disclosed to and reviewed by law enforcement or other regulatory agencies in accordance with applicable law. For transactions sent for payment outside of the United States, the payout and processing of the transactions is subject to the applicable law at the place of destination. The Companies shall have no liability to the Client for complying with applicable law, or with the request of law enforcement or other governmental authorities, including any governmental act which results in the seizure or blockage of funds otherwise payable to the Client or to a Recipient hereunder.

**8.3 Limitation of Liability.**

**8.3.1 The Companies undertake to use reasonable care to insure that Payments sent using the Service will be credited to the designated account or available for pick-up at the time specified by the Companies, in accordance with the payor's normal practices. However, the Companies cannot be responsible for any loss, seizure, delay, or nonpayment unless due to its gross negligence or willful misconduct in selecting drawees, intermediaries, and payors, and in otherwise performing its duties under this Agreement. The Companies take no responsibility for infringement of import/export or currency control restrictions.**

**8.3.2 THE COMPANIES' LIABILITY TO THE CLIENT AND ANYONE CLAIMING THROUGH THE CLIENT HEREUNDER FOR A BREACH OF THIS AGREEMENT BY THE COMPANIES OR FOR DAMAGES FOR DELAY, NONDELIVERY, NONPAYMENT OR UNDERPAYMENT OF ANY MONEY TRANSFER, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, SHALL BE LIMITED TO THE U.S. DOLLAR AMOUNT PAID TO THE COMPANIES IN CONNECTION WITH THE ORDER PLUS THE TRANSACTION FEE. IN NO EVENT WILL THE COMPANIES BE LIABLE TO THE CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED ORALLY.**

**9 MISCELLANEOUS**

**9.1 Disclaimer of Warranty.** THE COMPANIES MAKE NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, WHETHER OF MERCHANTABILITY, OR OF FITNESS FOR ANY PARTICULAR PURPOSE, OR OF ANY OTHER TYPE OR KIND WHATSOEVER.

**9.2 Confidentiality.** The Companies will use reasonable precautions to maintain the confidentiality of information the Client receives and material and/or data the Client provides, creates, inputs or develops in connection with the Client's use of the Companies' Service. Nonetheless, because such data the Client may send or information the Client may receive may be provided through the Internet, by facsimile transmission, or by telephone, the Client hereby acknowledges and agrees that there can be no assurance that such transmissions, or any communication will continue to be confidential. The Client accepts the risk of a third party receiving confidential information concerning the Client and specifically releases and indemnifies the Companies from any claim arising out of a third party intercepting, accessing, monitoring or receiving any communication from the Client intended to be provided to the Companies or from the Companies intended to be provided to the Client. The Client acknowledges and agrees that the Companies may disclose the Client's name and other personal and financial information about the Client to their employees, representatives, officers, agents, and affiliates, as well as to a governmental entity or self-regulatory authority, an Internet service provider or any other third party agent or service provider for any purpose related to offering, providing, administering or maintaining the Companies' Service, or to comply with applicable laws, rules, regulations, orders, subpoenas or other legal process or in any manner not inconsistent with their respective Privacy Statements. The Privacy Statements of Western Union and Custom House may be accessed for review through the Website.

**9.3 Intellectual Property.** The Website, the Service, the content, and all intellectual property pertaining thereto and contained therein (including but not limited to authors, patents, database rights, trademarks and service marks) are owned by the Companies or third parties, and all right, title and interest therein and thereto shall remain the property of the Companies and/or such other third parties. The Website and Service may be used only for the purpose permitted by these Terms and Conditions. The Client is authorized solely to view and retain a copy of the pages of the Website for the Client's own personal, non-commercial use. The Client agrees that the Client may not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the Internet, 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. The Client further agrees not to: (i) use any robot, spider, scraper or other automated device to access the Website and/or Service; and (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 Western Union's Service are the exclusive marks of Western Union or other third parties. The name Custom House and other names and indicia of ownership of Western Union's Service are the exclusive marks of Custom House or other third parties. Other product, service and company names appearing on the Website may be trademarks of their respective owners.

- 9.4 Computer-Related Losses.** The Companies shall not be liable for any claims, losses, damages, delays in transmission, computer viruses, costs or expenses, including attorneys' fees, caused, directly or indirectly, by any breakdown or failure of any transmission or communication system, electrical power outage or any other cause beyond the Companies' control or anticipation.
- 9.5 Enurement.** This Agreement, including all transactions, shall inure to the benefit of the Companies, its successors and assigns and shall be binding upon the Client and the Client's personal representatives, executors, trustees, administrators, successors, assigns, principals, officers and agents.
- 9.6 Assignment.** Any rights that the Client may have pursuant to this Agreement shall not be assigned, transferred, sold, or otherwise conveyed, except with the written authorization of the Companies. The Companies may, however, assign this Agreement to another party without Notice to the Client.
- 9.7 Severability.** 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.
- 9.8 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.
- 9.9 Amendments.** This Agreement, and any transactions hereto, may be amended by the Companies at any time. The Companies will provide Notice to the Client of any such amendment by posting the revised Agreement on the Website and/or by sending the Client via email a copy of the revised Agreement. The Client agrees to be bound by the terms of such amendment on the date of the entry of any Order thereafter.
- 9.10 Force Majeure.** Neither party will be liable for any failure or delay in performance (except for duties of payment) 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.
- 9.11 Applicable Law.** This Agreement shall be governed exclusively by the internal laws of the State of Colorado applicable to contracts made and performed in such state without regard to the principles thereof regarding conflicts of law.
- 9.12 Resolution of Disputes.** Any dispute or claim arising from or relating to the Service and/or the Terms and Conditions, including any dispute or claim regarding the applicability of this provision, shall be settled by binding arbitration administered by the National Arbitration Forum ("NAF") under its Code of Procedure in effect at the time the claim is filed, with such arbitration to be held in Denver, Colorado or, at the Companies' option, in the most populous city in the state from which the Service transaction was sent, or in such other location as the parties may mutually agree. Each party shall bear its own attorney's, experts and witness fees, which shall not be considered costs of arbitration. Judgment on any award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction thereof. The parties agree that neither of them shall have the right to participate as a member of any class of claimants pertaining to any claim subject to arbitration under this paragraph and that claims of third parties shall not be joined in any arbitration between the parties. Information may be obtained and claims may be filed at any office of the National Arbitration Forum, [www.arbitration-forum.com](http://www.arbitration-forum.com), or at P.O. Box 50191, Minneapolis, MN 55405. The parties acknowledge and agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §1-16. If any portion of this paragraph is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this paragraph. **THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, THEY ARE WAIVING ALL RIGHTS TO A TRIAL BY COURT OR JURY AS A MEANS OF RESOLVING ANY DISPUTES ARISING OUT OF OR RELATING TO THE COMPANIES' SERVICE.**
- 9.13 Notices.** The Client agrees to accept all subsequent disclosures (including, without limitation, disclosures required under federal or state laws relating to privacy or electronic fund transfers) and other communications between the Client and Companies on the Website or at the primary email address the Client provided during registration. The Client may print and retain a copy of all such disclosures and communications by using the Client's personal computer and printer. In the event that the Client's primary email address changes, the Client must notify the Companies. The Client may revoke the Client's consent at any time by contacting customer service. Any Notice given under this Agreement shall be in writing and shall be sufficiently given if delivered, or if sent by prepaid registered mail or other form of recorded communication tested prior to transmission to such party:
- (a) If to the Client,** to such address as the Client referred to in this Agreement, or such other address the Client may have theretofore designated in writing, or the e-mail address provided by the Client in connection with the Service; and

**(b) If to the Companies,** Notice shall be deemed received by the Companies by mail, facsimile or electronic mail and addressed as follows:

Attention: Lori McColl  
c/o Custom House  
517 Fort Street,  
Victoria, BC V8W 1E7  
Facsimile Number: 1-250-412-0581  
E-mail: lmccoll@customhouse.com

**9.14 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 Companies' Service, and supersedes and replaces any and all prior or contemporaneous understandings, communications or agreements, written or oral, regarding such subject matter.

**9.15 Survival.** The provisions of Sections 6, 7.2, 8.3, 9.2, 9.3, 9.11, and 9.12 shall survive the termination of this Agreement.

## 10 DEFINITIONS

**Definitions.** Whenever used in this Agreement, unless inconsistent with the subject matter or context, the following words shall have the following meanings:

- (a) "Agreement" means this Agreement, together with all schedules, attachments or other addenda attached;
- (b) "Application Form" means the application form which the Client completed and submitted to the Companies for the purpose of using the Companies' Service;
- (c) "Authorized User" has the meaning ascribed to such words in Section 4.2;
- (d) "Cash Payment" means a cash payment made by a Client through Western Union to fund an Order;
- (e) "Cash Payout" means a cash payout paid through Western Union to a Recipient in connection with an Order;
- (f) "Companies" means Western Union Financial Services, Inc. and Custom House (USA) Ltd. collectively;
- (g) "Client" means the Client named in this Agreement;
- (h) "Custom House" means Custom House (USA) Ltd.;
- (i) "Business Day" means a day on which commercial banks are open for business (including dealings in foreign exchange) in the places specified for that purpose;
- (j) "Eligible Payout Countries" shall refer to the United States and those countries in which an Order can be paid out, as designated by the Companies from time to time;
- (k) "Foreign Exchange" refers to the simultaneous buying of one currency and selling of another by the Companies;
- (l) "Website" shall refer to the website operated by the Companies for purpose of providing information on the Companies' Service and for accepting Orders from the Clients;
- (m) "Internet" means the worldwide, interconnected system of networks that connects computers around the world via the TCP/IP protocol;
- (n) "Notice" means any notice or other writing required or permitted to be given under this Agreement or for the purposes of this Agreement;
- (o) "Order" means a transaction in which the Client agrees to purchase the Service to transmit funds to a third party;
- (p) "Parties" means the Client and the Companies collectively, and "Party" means either of them as the context requires;
- (q) "Password" shall refer to a unique alpha-numeric combination selected by the Client to access the Website;
- (r) "Payment" shall refer to a payment sent to a Recipient pursuant to an Order;
- (s) "Recipient" means the person or entity designated by the Client to receive funds in connection with a particular Order;
- (t) "Service" means the cash and electronic payment and foreign exchange services provided by the Companies and described herein;
- (u) "Settlement" means the delivery of funds to the designated Recipient or the Recipient's bank account;
- (v) "Transaction Fee" mean the fee charged to a Client for processing an Order hereunder;
- (w) "Western Union" means Western Union Financial Services, Inc.

## Acceptable Use Policy for Western Union Global Business Payments (last modified June 1, 2007)

Western Union, in collaboration with Custom House (USA) Ltd., provides its Global Business Payments Service (the "Service") to the Clients in the United States ("Clients") who enroll in the Service to allow them to send payments for commercial purposes within the United States and to select locations outside of the United States. The Service may only be used in connection with lawful activities. In addition, Western Union has decided to not permit the Service to be used in connection with certain activities, even though they may be lawful. Western Union reserves the right to decline to offer the service to any Client or to suspend the Client's ability to use the Service at its sole discretion.

This Acceptable Use Policy (sometimes referred to as the "Policy") is part of the Client Agreement to which each Client must agree prior to using the Service. This Policy is intended to assist Clients in understanding activities that may be unlawful, and/or for which Western Union will not process payments using the Service. Western Union may revise this Policy at any time by posting a revised Policy on its Global Business Payments website (the "Website") [www.globalbusinesspayments.com/termsfuse.html](http://www.globalbusinesspayments.com/termsfuse.html). Western Union may make exceptions or grant waivers to the Policy, at its sole discretion. No waiver or exception to the Policy shall be binding upon Western Union unless in writing. The Clients are ultimately responsible for assuring that their use of the Service complies with the requirements of this Policy and all applicable laws. Any failure by Western Union, whether inadvertent or intentional not to enforce the Policy with respect to a particular Client or a particular transaction shall not preclude Western Union from subsequently enforcing the Policy as to such Client, other Clients, or other transactions.

### Coverage

This Policy covers all payment transactions made by the Client using the Service, irrespective of where or when the goods or services to which the payment relates are provided, delivered, or accepted.

### Violations of the Acceptable Use Policy

Any use of the Service in violation of this Policy may result in immediate suspension and/or termination of a Client's account and the ability to use the Service. In the event that, after receiving a payment from a Client but prior to delivery of the payment to the designated recipient, Western Union determines that a Client is using the Service in a manner inconsistent with this Policy, without liability to the Client, Western Union may decline to complete the transaction and, subject to any legal restrictions, may return the payment to the Client, minus any transaction fees and costs incurred by Western Union prior to the cancellation of the transaction.

If you have questions about this Acceptable Use Policy or whether an intended use of the Service may violate the Policy you may contact Global Payments customer service at 1-866-430-5386. It is the Client's responsibility to comply with all laws relevant to its business and at no time may it use the Service in violation of any law, including the laws of the location in which the recipient of the payment is located. Any person who believes that the Client is using the Service in violation of this Acceptable Use Policy may contact Western Union by sending an email to: [service@cs.globalbusinesspayments.com](mailto:service@cs.globalbusinesspayments.com). The following is a non-exclusive list of activities for which the Client may not use the Service to make payments:

**Adult/Explicit Content** - The Client may not use the Service to send or receive payments for any explicit adult products or services, including pornography, subscription-based adult services, or other uses deemed explicit.

**Charitable Funding** - The Client may not use the Service to send or receive payments on behalf of a charitable organization unless the Client has identified such charity to Western Union and received written approval from Western Union to use the Service to send funds to such organization.

**Gambling/Gaming or Lottery Tickets** - The Client may not use the Service to send or receive funds for gambling (including, without limitation, betting on sporting events and the sale or purchase of lottery tickets) to or from the United States or any other jurisdiction where such transmission may be illegal or regulated.

**Insurance/Viatical Settlements** - The Client may not use the Service to send or receive payments for insurance contracts, or any insurance product that has investment features, nor use the Service to settle on the purchase of life insurance policies, otherwise referred to as viatical settlements.

**High Risk Products** - The Client may not use the Service to send or receive payment for products that can be linked to illegal activities. Examples include weapons purchases, surveillance/hacking products, company formation agents, among others.

**Investments** - The Client may not use the Service to send or receive payments for stocks, bonds, securities, mutual fund shares or other similar investments.

**Money Service Businesses (MSBs)** - No MSB may use the Service unless they have identified themselves to Western Union as an MSB in their Client Application. MSBs include money transmitters, currency dealers, and issuers or sellers of traveler's checks, money orders or stored value. For additional information on whether your business is considered an MSB, visit <http://www.msb.gov/msb/index.html>.

**Multi-level Marketing, Pyramid and Matrix Programs** - The Client may not use the Service to send or receive payments in connection with any multi-level marketing or pyramid scheme or plan.

**Payday Loan/Cash Advance** - The Client may not use the Service to send or receive funds for the purpose of making or collecting on 'Payday' loans.

**Prescription/Non-Prescription Drugs / Cigarettes** - The Client may not use the Service to send or receive funds for the purpose of selling or purchasing prescription drugs or cigarettes, whether or not a prescription is required.

**Products with Import/Export Restrictions** - U.S. law bars the export of certain types of products and technologies to certain countries. It is the Client's responsibility to assure compliance with these provisions. The Client may not use the Service to send or receive payments in connection with any goods or services for which their export or import would violate U.S. law.

**Prohibited Countries** - U.S. law bars or severely restricts trade with certain countries, including Cuba, Iran, Libya, North Korea, Sudan and other countries. You may obtain updated information about the current restrictions through the Office of Foreign Assets Control of the U.S. Department of the Treasury. The Client may not use the Service to send or receive payments that are directly or indirectly for the purpose of conducting trade in violation of these restrictions.

**Stored Value/Debit Cards** - The Client may not use the Service to send or receive payments for credit to stored value cards, debit cards or other instruments or accounts whereby funds may be made available to cardholders or others through ATM (automatic teller machine) networks.

**Virtual Worlds/Digital Currencies** - The Client may not use the Service to send or receive payments in connection with online, stored- value environments, worlds or platforms using derived or fictional currencies which are purchased or can be converted to cash through various means.