

Western Union Money Transfer® Service User Agreement

This Western Union Money Transfer® Service User Agreement (the "Agreement") is an agreement between You ("You" or "Your") and Western Union Financial Services, (Canada) Inc. ("We", "Us", "Our", or "Western Union") and applies to Your use of the Western Union Money Transfer® Service accessed through Your financial institution's website ("Website") and any related Western Union branded products and Services (collectively, the "Service"). The Service enables You to send cash from the convenience of Your computer to third persons virtually anywhere in the world, subject to these terms and conditions (a "Money Transfer"). The principal amount of Your Money Transfer and all applicable fees must be paid for from available funds in a financial institution account designated by You and established in Your name at Your financial institution (Your "FI Account").

By accessing or using the Service through the Website, You agree to be bound by the terms and conditions of this agreement, as may be amended from time to time. Do not use or access the Service if You do not agree to these terms and conditions. In addition, Your agreement with Your financial institution governs use of the FI Account and may have terms and conditions that affect Your transaction. You must refer to that agreement to ascertain Your rights and liabilities as an account holder.

We may modify the terms of this Agreement or the features of the Service at any time. Any such change in terms will be effective upon the posting of such changes on the Website. Each time that You initiate a Money Transfer through the Service, You are agreeing to the terms of this Agreement as posted on the Website on the date of Your transaction.

1. SERVICE AVAILABILITY. Service availability depends on certain transaction conditions including amount sent, Your location, the destination country, currency availability, regulatory issues, identification requirements and Website availability hours (collectively, "Restrictions").
2. SENDING MONEY THROUGH THE SERVICE. To send a Money Transfer, You will need to provide Us with the name of the designated recipient ("Receiver"), the amount of funds that You would like to send, and the destination where You designate the Receiver may receive the funds. You will also be required to indicate Your acceptance to this Agreement and to provide any other information requested on the Money Transfer request page.
3. TRANSFER FEES: In consideration for the use of the Service, You will be charged a fee for each Money Transfer initiated by You at the applicable rate then in effect (the "Transfer Fee"). The applicable Transfer Fee for Your transaction will be provided to You prior to Your final authorization of the transaction, in addition to any applicable fees for additional Services where available and if selected by You (together with the Transfer Fee, "Applicable Fees").
4. PAYMENT FROM YOUR FI ACCOUNT. By requesting a Money Transfer through the Service, You acknowledge and agree that You are also authorizing Your financial institution as an agent of Western Union to debit an amount equal to the principal amount of the Money Transfer plus Applicable Fees from Your FI Account. Transfer Fees and the principal amount are due and payable before Western Union processes Your Money Transfer, and will be deducted from the available funds in Your FI Account immediately. If there are insufficient funds in Your FI Account, Your Money Transfer will not be processed and funds will not be transmitted to the Receiver. You agree not

to request Money Transfers that exceed Your transfer limits or the balance of Your FI Account (including any overdraft allowances by Your financial institution).

5. RECEIPT OF FUNDS BY RECEIVER. Subject to the terms and conditions of this Agreement, including the availability of funds in Your FI Account:

a. The Receiver may receive funds sent by You at Western Union Agent ("Agent") locations in the Expected Payout Location. For transactions sent within Canada or to any country other than the U.S., the Expected Payout Location generally means any Agent location in the destination country You identify. For transactions sent to the U.S., the Expected Payout Location generally means any Agent location in the destination state You identify, or an adjacent state. The Receiver will normally receive funds sent by You in cash, cheque, or a combination thereof; in some cases, funds may be credited to a financial institution, prepaid card, mWallet, or similar account. Under some circumstances, the Receiver may be able to elect a payout method which differs from the payout method specified by You; You authorize Western Union to honor the Receiver's election of payout method. Receivers who receive funds through a payout method other than cash may incur additional fees to access funds. Certain countries and/or jurisdictions may impose a tax, fee and/or tariff on the Receiver's receipt of, or access to, transferred funds. Transactions may be reported to applicable authorities. Messaging and notification Services may be included for additional fees. In some destinations the Receiver may be required to provide a tracking number, identification, a test question answer or all three to receive funds. Where available and if selected by You, Telephone Notification, Messenger Delivery And Supplemental Messages may be included for an additional fee to be paid by You, plus applicable tax.

b. Typically, the principal amount of the Money Transfer is available to pay out to Receiver within 30 minutes at participating Western Union® Agent locations. Alternate payout options chosen by the Receiver may result in a delay of the payment. Transactions: (i) which exceed certain amounts; (ii) from or to certain destinations; (iii) that implicate certain consumer protection, security and regulatory issues; or (iv) sent through delayed options may take longer, be subject to dollar limits or be subject to additional Restrictions.

6. REFUNDS: REFUNDS OF PRINCIPAL AMOUNT and cancellation of the Money Transfer will be made upon Your request if payment has not been made when Your financial institution processes Your request. If Receiver rejects Your funds or You request a refund, Your financial institution may charge You a fee to refund the principal amount back to You. TRANSFER FEE REFUNDS may be made if funds are not available to the Receiver within the specified timeframe.

7. EXPIRATION: Transactions not picked up or canceled by You within 60 days of the send date will expire and the principal amount will be refunded to Your financial institution within 30 days after the expiration date.

8. ERROR RESOLUTION: Your financial institution is responsible for resolving any Money Transfer errors. In case of questions, errors, debits from or credits to the FI Account or if You need more information, contact Your financial institution at the number provided on Your FI Account

Statement. If your financial institution is unable to assist You, you may be referred to Western Union.

9. DOCUMENTATION / INFORMATION: Payment details will be listed on Your FI Account statement. A confirmation/Money Transfer receipt will be made available to You on this Website after You conduct a Money Transfer. You should print and retain a paper or electronic copy of the confirmation for Your records. Western Union will not send You a periodic statement listing transactions that You make using the Service. The transactions will only appear on a statement issued by Your financial institution. If You have any questions about one of these transactions, contact Your financial institution.

10. RESOLUTION OF DISPUTES: Except for transactions originating from Quebec, or where otherwise prohibited by applicable law, unless You opt out as set forth below, any dispute arising from or relating to this transaction shall be resolved by final and binding arbitration. The arbitrator shall also decide what is subject to arbitration. The arbitration will be administered by National Arbitration and Mediation ("NAM") under its Comprehensive Dispute Resolution Rules and Procedures, which are available at www.namadr.com/downloads.cfm or at 1-800-358-2550 and explain how to initiate arbitration. You will be responsible for up to \$125 CAD of the administration fees. Western Union may reduce this amount if you demonstrate hardship. Any arbitration shall take place on an individual basis; class actions or arbitrations are not permitted. If any part of this paragraph is deemed invalid, it shall not invalidate the other parts. If NAM is unavailable, the parties or a court will select another arbitrator.

You may opt out of arbitration within 30 days after initiating a transaction by calling 1-800-235-0000. IF YOU DO NOT OPT OUT, YOU WILL WAIVE ANY RIGHT TO A TRIAL BY JURY OR JUDGE IN COURT AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION.

11. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL WESTERN UNION BE LIABLE FOR DAMAGES WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$500 (CAD) (in addition to refunding the transaction amount and the transfer fees). IN NO EVENT SHALL WESTERN UNION OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE.

12. WESTERN UNION WILL ONLY BE RESPONSIBLE FOR ACTING ON THE INFORMATION THAT IS PROPERLY TRANSMITTED THROUGH THIS WEBSITE AND ACTUALLY RECEIVED BY WESTERN UNION. WESTERN UNION DOES NOT ASSUME RESPONSIBILITY FOR: (1) MALFUNCTIONS IN COMMUNICATIONS FACILITIES NOT UNDER WESTERN UNION'S CONTROL, INCLUDING THOSE THAT MAY AFFECT THE ACCURACY OR TIMELINESS OF SUCH TRANSMISSIONS (INCLUDING MALFUNCTIONS AT YOUR FINANCIAL INSTITUTION); (2) ANY LOSSES OR DELAYS IN TRANSMISSION OF INSTRUCTIONS ARISING OUT OF THE USE OF ANY INTERNET ACCESS SERVICE PROVIDER OR CAUSED BY ANY BROWSER OR OTHER SOFTWARE OR OTHER CIRCUMSTANCES BEYOND WESTERN UNION'S CONTROL; (3) INCORRECT INFORMATION PROVIDED BY YOU; (4) ANY OBLIGATION OF RECEIVER TO YOU; OR (5) THE WRONGFUL ACTS, NEGLIGENCE OR ERRORS OF THE RECEIVER OR ANY THIRD PARTY ACTING AS AN AGENT OF THE RECEIVER, INCLUDING THE FAILURE TO PROPERLY ACCOUNT FOR THE FUNDS YOU SEND TO THE RECEIVER.

13. CURRENCY EXCHANGE, INTERNATIONAL SERVICES Payments will generally be in national currency (except that in certain countries payment may be in U.S. dollars or other alternate currency at participating locations). In addition

to the Transfer Fees applicable to this transaction, a currency exchange rate will be applied to this transaction. Canadian currency is converted to foreign currency at an exchange rate set by Western Union. Any difference between the rate given to You and the rate received by Western Union will be kept by Western Union (and its Agents in some cases) in addition to the Transfer Fees. You may find out the current foreign exchange rate provided by Western Union to its customers by calling toll-free to 1-800-235-0000 or on the Western Union website. If the exchange rate for Your transaction was determined at the time You sent the money, the currency to be paid out and the exchange rate are listed on Your receipt. Otherwise, the exchange rate will be set when the Receiver receives the funds. The Transfer Fees and the money Western Union (or its Agents) makes when it changes your dollars into foreign currency may vary based upon the payout currency that you select. Some Western Union Agents may offer receivers the choice to receive funds in a currency different from the one you selected. In such instances, Western Union (or its Agents) may make additional money when it changes your funds into the currency selected by the Receiver. If you choose a payout currency different from the national currency of the country to which you are sending money, the payout currency you choose may not be available at all Western Union Agent locations in that country, or may not be available in small enough denominations to pay all of your Money Transfer. In such cases, the paying Agent may pay all or part of your transfer in the national currency.

14. COMPLIANCE: You represent, warrant and certify to Western Union that Your use of the Service shall not in any way, directly or indirectly, (a) violate any law, statute, ordinance, contract or regulation, including but not limited to any law, statute, ordinance, contract or regulation relating to money laundering, illegal gambling activities, support for terrorist activities, fraud or theft; or (b) violate any of the terms and conditions of this Agreement. When required by applicable law, Western Union will report details about and information regarding Your transaction to federal, provincial, local or foreign authorities. In addition, Western Union will cooperate with law enforcement in the prosecution of illegal activities to the fullest extent permitted by applicable law. You may be required to provide Western Union with certain information to allow Western Union, among other things, to verify Your identity and to complete the transaction. Western Union is not an escrow service provider and You agree to not use the Service for escrow purposes. You agree that the information You provide is not false, inaccurate or misleading. Please refer to Western Union's Online Privacy Statement for information concerning Western Union's use of Your information. It is also important to carefully review the information concerning REFUNDS in this Agreement.

15. INDEMNIFICATION: You agree to indemnify, defend and hold harmless Western Union, and all its 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) Your access to and/or use of the Website or Services; and/or (ii) Your breach or violation of the terms or conditions of this Agreement. Western Union reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You. You shall not in any event settle any matter without the written consent of Western Union.

16. ELECTRONIC DELIVERY OF FUTURE TRANSACTIONAL DISCLOSURES: You agree to accept all subsequent transactional disclosures (including, without limitation, disclosures required under federal or provincial laws relating to privacy or electronic fund transfers) and service notifications between You, Your financial institution and Western Union at the primary email address You have provided during this transaction. You may print and retain a copy of all such disclosures and notifications by using Your personal computer and printer. In the event of a change to your primary email address, You must notify Western Union at 1-800-235-0000 and your financial institution. If you would like to receive paper copies of such disclosures and notifications, contact Western Union at the number above.

17. 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 Western Union, Your financial institution or third parties, and all right, title and interest therein and thereto shall remain the property of Western Union, Your financial institution and/or such other third parties. The Website and Service may be used only for the purpose permitted by this Agreement. You are authorized solely to view and retain a copy of the pages of the Website for Your own personal, non-commercial use. You agree that You may not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Website, the Service or any portion thereof for any public or commercial use without the express written consent of Western Union. You further agree 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 the Service are the exclusive marks of Western Union or other third parties. Other product, Service and company names appearing on the Website may be trademarks of their respective owners, including Your financial institution.

18. LINKS TO OTHER SITES: The Website may contain links and pointers to non-Western Union affiliated World Wide Web Internet sites and resources (the "Linked Sites"). Links to any Linked Site do not constitute an endorsement by or association with Western Union or any of its affiliates to any third party resources or their contents. Links do not imply that Western Union is affiliated or associated with or is legally authorized to use any trademark, trade name, logo or author symbol displayed in or accessible through the links, or that any Linked Sites are authorized to use any trademark, trade name, logo or author symbol of Western Union or any of its affiliates. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. Western Union does not represent or endorse the accuracy or reliability of, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You agree that reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at Your sole risk.

19. GENERAL: This Agreement, together with all items incorporated by reference, embodies the entire understanding among the parties. It supersedes all prior understandings and cannot be modified orally. Western Union has the right to assign this Agreement to any party, at any time without Your consent. This Agreement is governed by Ontario law without regard to conflicts of law rules; provided, however, if Your domicile or residence is

in Quebec at the time of the transaction, the laws of Quebec shall govern. If an Agreement provision is found invalid, remaining provisions shall be valid. Services are directed solely to persons 18 and over (or 19 and over in any jurisdiction where 18 is not the age of majority). The English language version controls if there is an inconsistency between English and non-English Agreement versions. You and Receiver represent that your use of Services does not violate: (a) any law, including, without limit, laws relating to money laundering, illegal gambling activities, support for terrorist activities or fraud; and/or (b) this Agreement. Information provided to Western Union shall be truthful and complete. Western Union reserves the right to change Services without notice.

20. PRIVACY: Your personal information is processed under the applicable law and in accordance with Western Union's agreement with your financial institution, and controlled by Western Union Financial Services, Inc. Canada. We use personal information You provide to Us when using Our products and services, as well as other information that is collected or generated during Our relationship with You. This includes information from other services like money transfers, bill and business payments, loyalty or membership program details, historical transactions, and marketing promotions. This information is used to provide You with the Services You agreed to and activities like administration, customer service, anti-money laundering duties, validate Your details, to help prevent and detect fraud, debt and theft recovery, for marketing programs, to complete analysis and research and to help Us improve our products, services and operations.

Western Union may also use, collect from and share Your information with other businesses who work with us, from other products and services and convenience and/or rewards programs, which You have registered for during Your relationship with us. We will hold and retain the information that You give us about another person including the details of the Receiver in order to execute the transaction. Your obligation prior to providing this information is to notify and secure authorization from the Receiver of our use and disclosure of this information as set out in this section.

We may provide the information we hold to authorized parties and organizations that help Us run our business, if there is a reasonable need, to carry out or aid the Money Transfer, provide future services, or for any of the reasons or uses set out in this section. Your information may be transferred to the parties or organizations which may be located outside Your country and may include the USA. We may add to information You provide with information from other businesses or individuals, including information to validate the accuracy of Your information provided by You. Western Union may also give information to authorized service providers, where there is a reasonable need, to help prevent and detect crime, to prosecute offenders, national security or for legal reasons.

The information We hold may be accessed by Western Union and our affiliates including but not limited to any authorized Western Union Service Providers for any of the reasons or purposes set out in this section or for other purposes to which you have agreed. You have a right to ask us to see and get a copy of Your information, which we may charge a small fee for. You can also correct, erase or limit our use of the information which is incomplete, inaccurate or out-of-date. And You may object at any time for legitimate reasons to the use of your information, where the processing is not required to complete the service, or required by law or regulation. YOU MAY WITHDRAW YOUR CONSENT (OPT OUT FROM) FROM THE USE AND DISCLOSURE OF INFORMATION FOR

MARKETING PURPOSES BY CALLING 1-800-235-0000 or 1-800-562-2598. For additional information related to Our privacy practices, you should review the On-line Privacy Statement ("Statement"). TO OBTAIN A COPY OF THE STATEMENT, CLICK ON THE LINK ON THE WEBSITE, ASK YOUR WESTERN UNION AGENT, CALL 1-800-562-2598 OR 1-800-235-0000 OR SEE WWW.WESTERNUNION.CA.

CONSUMER FRAUD ALERT: PROTECT YOURSELF. BE CAREFUL WHEN A STRANGER ASKS YOU TO SEND MONEY, ESPECIALLY FOR INTERNET AUCTIONS, NEWSPAPER OR TELEPHONE OFFERS. Western Union does not guarantee delivery or suitability of goods or services paid for with Money Transfers initiated through the Service.

FOR CUSTOMER SERVICE, PLEASE CONTACT YOUR FINANCIAL INSTITUTION AT THE EMAIL ADDRESS, WEBSITE OR PHONE NUMBER PROVIDED ON YOUR FI ACCOUNT STATEMENT OR ON THE WEBSITE.

You may also contact Western Union directly with general inquiries or comments at the address below:

Western Union Financial Services (Canada), Inc.

325 Milner Ave - 14 th Floor

Scarborough, ON,

M1B 5N1