

## CUSTOMER AGREEMENT FOR SERVICES

This is a list of the terms used in this agreement:

"Applicable Law"	means any law, regulation or rule, as amended from time to time, that applies to you or us.
"Application Form"	means the application form which you completed and submitted to Custom House to request to use the services of Custom House.
"Business Day"	means a day on which banks are open for business in the UK, excluding Saturday, Sunday and public holidays.
"Customer"	means the individual customer named in the Application Form.
"Custom House"	means Custom House Financial (UK) Ltd which trades under the name "Custom House".
"Custom House Website"	means <a href="http://onlinefx.westernunion.co.uk/">http://onlinefx.westernunion.co.uk/</a> .
"Draft"	means a paper draft payment instrument, payable to the Payee in the currency specified by the customer.
"EEA"	means European Economic Area.
"Micro-Enterprise"	means any entity, irrespective of legal form, which at the time of entering into this Agreement: (a) has a balance sheet reflecting a net worth of less than, or generates net turnover per annum of less than, two million (2,000,000) euros (or its equivalent in pounds sterling); and (b) employs fewer than 10 full-time employees.
"Online Payment System"	means the proprietary online system(s) developed by us and the components thereof, owned and maintained by us that enables you to send global payments, including any replacement thereof and any related software, websites, URLs, software programs and deliverable ancillary to the Online Payment System such as reports, compilations or databases.
"Payee"	means the intended recipient of the money following a payment.
"Payment Instruction"	means a request by you for a payment to a third party.
"Payment Order"	means an instruction to execute a payment transaction.
"Personal Data"	means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the individual's physical, physiological, genetic, mental, economic, cultural or social identity.

<b>“Process or Processing”</b>	means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
<b>"Services"</b>	means the services that we agree to provide to you, including money remittance and foreign exchange services.
<b>“Small Charity”</b>	Any enterprise which is engaged in conducting charitable or non-profit activities in accordance with applicable law and which generates income of less than one million (1,000,000) pounds sterling per annum.
<b>“WUIB”</b>	means Western Union International Bank GmbH.
<b>“WUIB Affiliates”</b>	means any person controlled by WUIB, any person controlling WUIB and/or any person controlled by same person as WUIB, and notified to You from time to time.

## 1. General

- 1.1 This Agreement (the "**Agreement**") sets out the terms and conditions on which Custom House ("**we**" or "**us**") shall provide the Services to the Customer ("**you**"). You should read this Agreement carefully, it sets out key information about us and the Services we will provide to you, including how to terminate the Agreement and any fees that are payable for such Services. It also sets out how we can make any changes to this Agreement.
- 1.2 Privacy Statement. In addition to this Agreement, you should also refer to our privacy statement, which can be found: <https://secure.westernunion.com/docs/privacy/wubsglobal/en-gb.pdf>
- 1.3 Company Information. Custom House Financial (UK) Limited is a company incorporated under the laws of England and Wales (company number 04380026). The registered office is 131 Finsbury Pavement, London, EC2A 1NT.
- 1.4 FCA Authorisation. We are regulated to provide money remittance services by the Financial Conduct Authority ("**FCA**") under the Payment Services Regulations 2017. Our firm reference number is 517165.
- 1.5 Information during the Agreement. If you would like a copy of the Agreement or any further information about the Services at any time please contact us by: (i) sending an email to: [client.support@westernunion.com](mailto:client.support@westernunion.com); (ii) telephoning us on 0800 096 0172 (or +44 207 539 6960 if calling from outside the UK; and/or (iii) writing to us at 131 Finsbury Pavement, London, EC2A 1NT, marked for the attention of the Customer Care Manager, Compliance Department.
- 1.6 No Financial Advice. You shall be solely responsible for evaluating and selecting the time and nature of all Payment Instructions sent to us and shall not treat any information provided by us at any time as financial advice.

1.7 Authority. You agree that the individual signing any Application Form has the authority to agree to be bound by this Agreement and that the person signing the Application Form and delivering any Payment Orders from time to time to Us is authorised to act on your behalf.

## **2. Using Our Services**

2.1 Use of the Services. You must be at least 18 years of age in order to use our Services and by using our Services, you confirm that you are 18 or older. You confirm that you will only use the Services to transact on your own behalf and not provide your login details to anyone else to use.

2.2 Applicable law. You confirm that using our Services does not breach any Applicable Law that would apply to you.

2.3 Complete and Accurate Information. You confirm that all information that you provided to us on the Application Form is true, correct and complete. You confirm that you will inform us without undue delay if there are any changes to this information at any time when this Agreement is in force.

2.4 Anti-money Laundering Measures. In order to comply with our obligations under Applicable Law, we are required to carry out customer due diligence. You agree to provide us with any information we request in order for us to carry out necessary checks. If we do not receive such information, we cannot provide you with the Services. We may provide such information to law enforcement agencies and/or other regulatory bodies where we are required to do so to comply with Applicable Law.

## **3. Making Payments Online**

3.1 Making a Payment Online. You may request that we send money to a Payee using the Custom House Website by way of our Online Payment System. You agree that in making such a request, you consent to the execution of a payment transaction. A Payment Instruction is received by us when you submit such Payment Instruction through the Online Payment System in accordance with the relevant steps on the Online Payment System on the Custom House Website.

3.2 Transaction Information. In order to make a Payment Order to a Payee, we require that you provide us with the following information:

- (a) full name of the Payee;
- (b) the Payee's bank details or if such funds are not being delivered to a bank account, please see the section 7 below; and
- (c) the amount to be sent to the Payee and the relevant currency.

3.3 Complete Information. Before submitting a Payment Order to us, you shall be responsible for ensuring that all information contained in that Payment Order is complete and accurate. We rely on the information provided by you to process Payment Orders. You should also 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 you supply us 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 us. You acknowledge that you must review all Payment Instructions carefully prior to submitting a Payment Instruction and if you

subsequently learn of any error in a Payment Instruction, you must immediately notify us using the details in section 1.5.

- 3.4 Transaction Limits. We may set limits on the amount that you may send in one payment or an overall payment limit from time to time. We will inform you of any such limits by posting such information on the Online Payment System.
- 3.5 Time of Receipt of a Payment Order. We will treat any Payment Order received (i) on a Business Day after 3pm or (ii) not on a Business Day, as being received on the next Business Day.
- 3.6 Information before the Payment Order takes place. When we receive a Payment Order from you and we shall provide you with information on the maximum time it will take for the Payee to receive the money, any charges payable by you and a breakdown of such charges.
- 3.7 Receipt of a Payment Order. You must provide us with sufficient cleared funds before we carry out your Payment Order. If we do not receive such funds in a timely manner, we will not process your Payment Order. You agree that we receive your Payment Order when we receive such cleared funds. We are not responsible for any delay in us receiving such funds from another financial institution or bank.
- 3.8 Refusal of Payment Order. We may decline to accept a Payment Order. We will inform you as soon as practical if that is the case and in any event, no later than the next Business Day of:
  - (a) the refusal;
  - (b) if we are permitted to do so by Applicable Law, the reason for the refusal; and
  - (c) where the reasons for the refusal relate to factual matters, the procedure for rectifying any factual errors.

Where you have sent us funds to carry out a Payment Order but we cannot accept the Payment Order for the reasons set out above, we will return such funds to you without undue delay unless we are not able to do so as a result of Applicable Law.

- 3.9 Revocation of a Payment Order. Once we have received the Payment Order and cleared funds in accordance with section 3.7, you may not revoke the Payment Order.
- 3.10 Transaction confirmation. When we receive a Payment Order, we will provide you with a transaction confirmation including a transaction identification number. Please check the transaction confirmation carefully and let us know immediately if there is a mistake.
- 3.11 Amount Transferred and Amount Received. We and you agree that we can deduct our fees and charges from the amount transferred. This may mean that the amount transferred to the Payee will be less than the amount you transfer to us because of our fees.
- 3.12 Information after the Payment Order takes place. On at least a monthly basis, we will provide you with a statement that includes:
  - (a) a reference that enables you to identify the payment transactions and if relevant, the Payee;
  - (b) the amount of the payment transaction in the currency used in the Payment Order;
  - (c) the amount of any charges and the breakdown of such charges; 4

- (d) the actual exchange rate used and the amount of the payment transaction after that currency conversion; and
- (e) the date on which we received the Payment Order.

#### 4. Execution Time and Value Date

4.1 Time to complete the payment. Where the Payee's payment service provider is located in the EEA and where a Payment Instruction submitted by you is:

- (a) in euro;
- (b) in sterling; or
- (c) involving one currency conversion between euro and sterling (provided that conversion takes place in the UK and any cross-border transfer takes place in euro);

sections 4.2 and 4.3 below shall apply.

4.2 Payment Transactions where the Payee has a Payment Account. Where the Payee will receive the funds from you in a bank account or another payment account held by a payment service provider, we will ensure that the funds are credited to the payment service provider by the end of the Business Day following receipt of your Payment Order.

4.3 Absence of a Payment Account. Where the Payee is not receiving the funds into a bank account or other payment account, the payment service provider accepting these funds for the Payee must make the funds available to the Payee immediately after the funds is received from us. However, please note that we are not liable for any time it may take the Payee's payment service provider to make the funds available to the Payee.

4.4 Non-euro and Non-sterling Transactions. Where 4.1 does not apply, but the Payee's payment service provider is within the EEA and the payment transaction is not an EEA currency that is not euro or sterling, we shall ensure that the funds are credited to the Payee within four (4) business days after receiving your Payment Order.

4.5 Payment Order refused by Payee's payment service provider. Where the Payee's payment service provider rejects the payment transaction or the funds that were the subject of a Payment Order are otherwise returned to us by the Payee's payment service provider, we will contact you without undue delay. You can either:

- (a) Provide us with corrected information to complete the relevant Payment Order; or
- (b) Instruct us to return such funds to you.

4.6 If you do not provide us with a correct Payment Order in a timely manner, we will contact you and funds will be returned to you in the same currency in which they were delivered to us. Subject to Applicable Law and section 5.2 below, you will be solely liable for any resulting foreign exchange or other losses.

4.7 Subject to section 5.5 below, we are not liable to you for any loss or damage suffered by you because of any delay that results from the Payee's payment service provider refusing the Payment Order.

## 5. **Non-execution or Defective or Late Execution of Payment Transactions**

- 5.1 Correct Execution. We are liable to the you for the correct execution of the Payment Order requested by you, unless we can prove the Payee's payment service provider received the correct amount of the Payment Order in accordance with the information in your Payment Order.
- 5.2 Where we have incorrectly executed a payment transaction and we are liable, we shall refund you the amount of the Payment Order without undue delay and in any event, no later than the end of the next Business Day on which we become aware of an incorrectly executed payment transaction.
- 5.3 Regardless of whether we are liable to refund you, we shall immediately and without charge:
- (a) make efforts to trace any non-executed or incorrectly executed payment transaction; and
  - (b) notify you of the outcome.
- 5.4 We are liable to you for any charges incurred by you or any interest incurred as a consequence of the non-execution, the defective or late execution of the payment transaction.
- 5.5 Liability for unauthorised payments. If you become aware of an unauthorised or incorrectly executed payment transaction, please notify us without undue delay and in any event no later than thirteen months after the debit date of such transaction. When a transaction was not authorised by you in accordance with the process in paragraph 3, we have an obligation to refund you in accordance with 5.2 above.
- 5.6 Fraud or gross negligence. If you have committed fraud in relation to using our Services or have been very significantly careless in relation to your obligation to keep your login details for the Online Payment System secure, we have no obligation to refund you.

## 6. **Currency Conversion.**

- 6.1 Prior to submitting a Payment Order, the Online Payment System will show you an exchange rate which is not binding, and we will agree the exchange rate when the Payment Instruction is submitted. The exchange rates quoted are indicative only and may change. The actual exchange rate will be as agreed when your Payment Order is accepted by us.
- 6.2 If your Payment Instruction involves a currency conversion by us, it will be converted at the exchange rate we set for the relevant currency exchange.
- 6.3 We then add a transaction fee (which is on the Online Payment System) which shall be applied to your payment transaction.
- 6.4 Where a currency conversion is offered by us to you when you make your Payment Instruction, you will be shown the exchange rate (which includes the currency conversion fee) that will be applied to the payment transaction before you proceed with authorising the Payment Order. By proceeding with your authorisation of the Payment Order, you are agreeing to the currency conversion on the basis of the exchange rate shown plus any applicable transaction fees.

## 7. **Drafts**

- 7.1 Delivery. At your request, we may send money to a Payee via a Draft.

- 7.2 Stop Requests. You should contact us immediately to request a stop order on a Draft. To the extent that the Payment Order has already been processed and the Draft issued, it cannot be stopped. We will not be liable if payment on a Draft cannot be stopped and it has already been processed when we receive your stop request
- 7.3 Refunds. Refunds will be made in the currency of the original item converted into the original currency at our applicable determined exchange rate, less our handling charges. Unless the original Draft is returned, Draft refunds may require further documentation requested by us. Service Standards. We undertake to use reasonable care to ensure that Drafts will be paid by the drawee bank, in accordance with its normal practices. However, we generally cannot be responsible for the actions of third parties or factors beyond our reasonable control that result any loss, seizure, delay, or non-payment by such third parties and/or in selecting drawees, intermediaries, and payors, and in otherwise performing our duties under this Agreement. We take no responsibility for infringement of import/ export or currency control restrictions.
- 8. Using our Online Payment System - Additional Terms**
- 8.1 Use of the Online Payment System. You may use the Online Payment System for the purpose of obtaining the Services, including sending global payments, subject to any restrictions or limitations imposed by us.
- 8.2 User License. We grant to you, for so long as this Agreement remains in effect, a non-exclusive, non-transferable, non-sublicensable license to use the Online Payment System for the sole purpose of facilitating your use of the Services. You agree to use the Online Payment System in accordance with this Agreement. Unauthorized use of the Online Payment System shall constitute default and breach of this license.
- 8.3 Online Payment System Restrictions. You agree that the Online Payment System(s) and all of our web-pages (including service marks, logos and trademarks), Services, applications, process and systems, and deliverables produced by us to perform the Services (including without limitation, reports, compilations and databases in any and all media) (collectively, our IP) are and shall remain the exclusive property of us and are protected by copyright law or other intellectual property laws. You agree that no copyright or other intellectual property rights, title or interest, whether express or implied, in any of our IP shall be acquired by you, except to the extent expressly contemplated in this Agreement. You shall not distribute, disclose, sell our IP or Online Payment System to, or permit use of the Online Payment System or our IP by, any third party whether in whole or in part without our express written consent. You shall not, directly or indirectly, copy, modify, decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of the Online Payment System. You may not: (i) reproduce any part(s) of the Online Payment System or our IP in any form; (ii) create any derivative work based thereon; (iii) incorporate the site into other websites, electronic retrieval systems, publications or otherwise, or (iv) disclose the Online Payment System to, or permit use of the Online Payment System by, any third party.
- 8.4 Intellectual Property Indemnity. You shall compensate and hold us harmless from any damages and costs awarded by a court of competent jurisdiction against you, which relate directly to a finding by such court that your use of the Online Payment System in accordance with this Agreement infringes any copyright, patent, trade secret or other intellectual property right of a third party; provided, however, that you (i) provides to us with prompt notice of any actual or potential third party claim, (ii) agree to allow us, to the extent we choose, to defend and direct all activities relating to the defense and/or settlement of any such third party claim, (iii) does not make any comment or admission in relation to such claims without our prior written consent, and (iv) cooperates as reasonably required with us in connection with defending such claim.

8.5 Online Payment System(s) Security. If you request access to an Online Payment System, we may, depending on the specific Online Payment System to be used, issue you with a digital certificate(s) and you will assume sole responsibility for use of such digital certificate(s). You agree that the digital certificate(s) will be used only by you. Before the Customer accesses the Services through the Online Payment System, 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. It is Customer's responsibility to keep safe and secure its user credentials. Customer should not provide its user credentials to any third party.

8.6 Suspension of Access. Custom House may at any time without Notice to the Customer suspend, withdraw or deny access to the Online Payment System for any reason including but not limited to security, quality of service, failure by the Customer to pay an amount when due or breach by the Customer of any provision of this Agreement.

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

9.1 You authorise us to contact your bank to verify your identity, signature, account information and any and all other information relevant to this Agreement and your obligations under this Agreement. By providing such bank information, you represent and warrant that you have signing authority on the bank account described.

9.2 You also authorise us to take all commercially-reasonable measures to confirm your identity and to examine your background with respect to your ability to meet your obligations us. 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 your information, which may be available from credit bureaus and/or other credit-granting agencies, including your bank, to assess your 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 you to ensure that our records are up to date and as accurate as possible.
- (c) Requesting that you provide us copies of your bank statements when they are not-in-person applicants.

## 10. **Liability under the Agreement**

10.1 Our Liability. Subject to 11.4, where we do not comply with the terms of this Agreement, we shall be liable to you for any loss or damage caused that is reasonably foreseeable as resulting from such failure to comply or failure to exercise reasonable care in providing the Services to you.

10.2 Exclusions on Liability. This section 9 does not exclude any liability where it would not be lawful, such as death or personal injury. It also does not exclude our liability for fraud, willful misconduct or gross negligence.

10.3 Force Majeure. Neither party (you or us) is liable to the other party for abnormal or unforeseen events (such as war, terrorism or natural disasters) that are outside its reasonable control, that result in a failure or delay to comply with the terms of this Agreement. This section does not include any liability of a party to pay any sums that are due to the other party.



- 10.4 **Your Liability.** If you do not comply with the Agreement and we incur a fee, cost or claim as a result, you agree to compensate us for such fee, cost or claim. You agree that this obligation will continue after the termination of the Agreement.
- 10.5 **Liability of Small Charities and Micro-Enterprises for Unauthorised Payment Transactions.** This Section 10.5 shall apply solely to the remittance of electronic funds transfer payments delivered by Us in euro, sterling or another currency of an EEA State that has not adopted the euro as its currency and within the EEA where the Customer is a Small Charity or Micro-Enterprise. For avoidance of doubt, in no event shall anything in this Section 10.5 be construed as limiting any liability or obligation of a Micro-Enterprise or Small Charity to Custom House arising pursuant to this Agreement (or otherwise at law) in connection with foreign currency exchange transactions. Notwithstanding any other provision in this Agreement to the contrary, provided that the notification requirements in Section 5.5 have been met, should any payment be made by Custom House, pursuant to an Instruction which has not been authorised by the Customer or an Authorised User or which was not correctly executed by Custom House, then Custom House shall forthwith refund the amount of the payment (and where delivered to the Beneficiary in the currency of the payment so delivered), or at the Customer's option re-execute the payment. Provided that the Customer has not acted fraudulently and that the Customer has notified Custom House in accordance with Section 15.6, the Customer shall not be liable for any losses (excluding foreign exchange losses) incurred by either Party in respect of such unauthorised payment transaction which arise following notification made pursuant to Section 5.5. Nothing in this Section 10.5 shall be construed to limit the liability of the Customer for any and all losses incurred in respect of an unauthorised payment transaction where the Customer has acted fraudulently or has with intent or gross negligence: (a) failed to comply with these Terms and Conditions; (b) failed to notify Custom House without undue delay on becoming aware of the loss, theft, misappropriation or unauthorised use of the Services; or (c) failed to take all reasonable steps to keep the Customer Access Methods or other personalised security features secure.

## 11. **Termination, Suspension and Changes**

- 11.1 **Termination.** We may terminate the Agreement by giving you two (2) months' notice. You may terminate the Agreement any time in giving us one (1) months' notice.
- 11.2 **Suspension.** We may at any time without notice suspend the provision of services under the Agreement if:
- (a) You do not comply with the Agreement;
  - (b) We have a legal or regulatory obligation to do so;
  - (c) We suspect fraud or any other breach of Applicable Law including anti-money laundering laws.
- 11.3 **Fees for Termination.** Any charges payable by you upon termination of the Agreement will reasonably correspond to our actual costs in terminating the Agreement. We will not charge you for termination six (6) months after the Agreement began. Where any fees paid on a regular basis have been paid in advance, we will apportion such fees and reimburse you proportionally.
- 11.4 **After Termination.** Within ten (10) Business Days of the termination of the Agreement, each party shall pay any amounts owed to the other party if applicable. You must return or destroy all materials received from us. Both parties agree that this obligation continues after the Agreement ends.

- 11.5 Changes to the Agreement. We may make changes to this Agreement by giving you (2) two months' notice. If you do not accept the proposed changes, you can terminate the Agreement immediately at any time before the proposed changes take effect. If you do not terminate the Agreement and continue to use the Services after the changes have taken effect, you will be deemed to have accepted such changes.
12. **Data protection and Confidentiality**
- 12.1 Registration. We are registered under the Data Protection Act 1998. Any personal data you provide to us will be held securely and in accordance with the Data Protection Act 1998.
- 12.2 Personal Data Necessary to Services; Controllorship. We must collect and Process Personal Data in order to perform the Services. Such Personal Data may be provided by you, such as when you provide beneficiary details, and may also be collected by us, such as in cases where we collect supplementary information to verify information you have provided. You understand that we are an independent service provider who separately controls Personal Data that you provide or that we collect, obtain, and/or Process in connection with providing the Services. We will Process Personal Data obtained in connection with the Services in a manner consistent with this Agreement including this section 12.2, as otherwise expressly agreed between you and us in writing, or as is otherwise necessary in light of any Request you make which we accept.
- 12.3 Consent Pursuant to Applicable Payment Systems Law in Connection with the Customer Transactions. You acknowledge that we must Process Personal Data in order to perform the Services. You hereby expressly consent to Our collection, Processing, and retention of Personal Data in relation to performing the Services. Furthermore, you agree that by requesting we perform a transaction, you are consenting to and authorizing Us to collect, Process, and retain all Personal Data necessary to execute the transaction; in the case of a Payment Order, you consent to us Processing and retaining any Personal Data set forth in the Confirmation.
- 12.4 The Customer hereby represents and warrants that the undersigned individual executing these Standard Terms and Conditions on your behalf has the capacity and is authorized by the Customer to provide consent on the Customer behalf, as well as on behalf of any companies, corporations, organizations, or businesses affiliated with the Customer who may make use of or receive the benefit of Our Services. To the extent applicable law permits you to withdraw your consent in regards to a particular transaction, you agree that the revocation of a Payment Order permissible herein Agreement, constitutes the exclusive method for withdrawing the your consent, subject to the restrictions and limitations set out in that section. You acknowledge and agree that your withdrawal of consent, even if effective, shall not affect the lawfulness of any Processing that occurred prior to the withdrawal. Furthermore, you acknowledge that your withdrawal of consent shall not prejudice Our rights to Process, continue Processing, and/or retain Personal Data to the extent permitted by applicable law and/or this Agreement.
- 12.5 Representations and Warranties. You guarantee to us that when you communicate Personal Data to us or when you ask us to perform the Services, you are acting in compliance with the laws and regulations applicable to you. In particular (and without limitation), you represent and warrant that (a) any Personal Data the Customer provide to Us has been lawfully collected and Processed; (b) the Customer have collected all necessary consents and/or authorizations, provided all necessary notices, and done all such other things as are required under applicable law for the Customer to lawfully disclose Personal Data to Us for purposes of any transaction you request and any Processing permitted under this Agreement; and (c) the Processing the Customer is requesting Custom House to perform in relation to any Personal Data is lawful. The Customer agrees to indemnify Us in respect of any claim that may be filed against Us by a third party (including any governmental or supervisory agency) in the event of any breach by

the Customer of the laws or regulations applicable to the Customer, or in respect of any claim filed against Us by a third party (including any governmental or supervisory agency) that arises out of or relates to a breach of the representations and warranties set forth herein.

- 12.6 Information Security. We will implement technical and organisational measures designed to protect Personal Data against unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. Such measures shall be appropriate to the harm that might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data, and to the nature of the Personal Data to be protected.
- 12.7 Permitted Data Processing. We Process Personal Data consistent with and to the extent permitted by the provisions of applicable data protection law applicable to data controllers. Personal Data we Process includes information you provide to Us, as well as information we may obtain from other the Western Union programs or services, WUIB affiliates, third-party individuals or entities, or from publicly available sources. The manner in which we Process Personal Data obtained in connection with the Services is set forth in the applicable privacy notice provided by us. We will reasonably ensure that the applicable privacy notice provided by us accurately reflects how Personal Data is processed in connection with the Services, and will provide reasonable notice of any modifications.
- 12.8 Third Parties and Transfers. We may disclose Personal Data to third parties, including vendors, contractors, and/or business partners, for any purpose or Processing permitted under this Agreement. These third parties may be located outside the EEA, including in countries outside the EEA whose privacy laws may not provide the same level of data protection as the law in force within the EEA. We ensure that third parties who receive Personal Data are subject to such contractual terms and that transfers to third parties outside of the EEA are subject to such safeguards as required by applicable data protection law. Where required by applicable law, we will request your express consent. We may disclose Personal Data or any other information we hold to law enforcement authorities or other government officials if required to do so by domestic or foreign law or legal process, or as needed to assert or defend our rights or interests or those of others.
- 12.9 Personal Data and any other information we hold may be accessed by us and WUIB Affiliates for any purpose set forth in these Standard Terms and Conditions, including but not limited to: Custom House Financial (UK) Limited, the Western Union Business Solutions (USA), LLC, the Western Union Business Solutions (Australia) Pty Limited, the Western Union Payment Services Ireland Ltd, the Western Union International Limited and the Western Union Financial Services, Inc. We ensure that access by WUIB Affiliates located outside of the EEA is subject to such safeguards as required by applicable data protection law.
- 12.10 Notification and Cooperation. Each Party shall notify the other promptly upon receiving a request for information, claim, complaint or allegation relating to the other Party's compliance with applicable data protection and/or information security law in relation to Personal Data Processed in connection with this agreement. Each Party shall provide the other Party with all such assistance in dealing with and responding to such Enquiry as the other party shall reasonably request.
- 12.11 Claims. If the Customer makes a claim in respect of the loss, theft or destruction of a draft or otherwise for a replacement draft or for a refund in relation to a draft. The Customer consents to the processing of their personal data in the context of investigating and processing the Customers claim.
- 12.12 Confidentiality. Custom House will use reasonable precautions to maintain the confidentiality of information Custom House receives from the Customer and material and/or data the

Customer provides, creates, inputs or develops in connection with the Customer's use of the Custom House Services. Nonetheless, because such information, material and/or data may be provided through the Internet or by facsimile transmission, the Customer hereby acknowledges and agrees that Custom House cannot assure that such information, material and/or data will continue to be confidential. The Customer accepts the risk of a third party receiving confidential information concerning the Customer and specifically releases and indemnifies Custom House from any claim arising out of a third- party intercepting, accessing, monitoring or receiving any communication from a Customer intended to be provided to Custom House or from Custom House intended to be provided to the Customer. The Customer acknowledges and agrees that Custom House may disclose the Customer's name and other personal and financial information about the Customer to its employees, representatives, officers, agents, and affiliates, as well as to a governmental entity or 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 Custom House Services, or to comply with applicable Laws. Custom House will treat the Customer's personal information in accordance with its privacy policy, which the Customer may obtain by contacting Custom House or at the Custom House Website.

- 12.13 Money Laundering. Due to the inherent risks in transferring currency between parties located in different countries, Custom House takes extraordinary measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Law enforcement agencies and regulatory authorities may periodically inspect and require copies of customer information and business records held by Custom House. To ensure compliance with all applicable money laundering and terrorist financing Laws the Customer should be fully aware that in appropriate cases all communications and information concerning the Customer held by Custom House including, but not limited to, details of Orders, accounts, and related transactions, may be disclosed to and reviewed by law enforcement agencies and regulatory authorities (which may be outside the European Economic Area and may not be registered under the Data Protection Act 1998).
- 12.14 In addition, the Customer agrees to comply with all applicable money laundering and terrorist financing Laws, including, but not limited to, the requirement to obtain satisfactory evidence of the identity of any principal whom the Customer may represent in any transaction entered into with Custom House. If the Customer breaches any money laundering, terrorist financing laws or regulations, the Customer irrevocably agrees that Custom House may retain any moneys or funds transmitted to us pursuant to these conditions and/or not fulfil any request if Custom House are required to do so by any legal or regulatory authority and such moneys shall not bear interest against Custom House.

### 13. **Communications and Notices**

- 13.1 Contacting you. We usually contact you via email. You must at all times maintain a valid email address. We may contact you via letter or telephone where appropriate.
- (a) Email will be deemed received by you on the same day if it is received in your email inbox before 5pm on a Business Day. If it is received in your email inbox after 5pm on a Business Day or at any other time, it will be deemed received on the next Business Day.
  - (b) Post will be deemed received three days from the date of posting for UK post or within five days of posting for international post.

Where the Applicable Law requires us to provide information to you on a "durable medium", we will send you an email with a document attached or instruct you to visit the Online Payment Service to download a copy.

13.2 Contacting us. You may contact us in relation to this Agreement by: (i) sending an email to: [client.support@westernunion.com](mailto:client.support@westernunion.com); (ii) telephoning us on 0800 096 0172 (or +44 207 539 6960 if calling from outside the UK); and/or (iii) writing to us at 131 Finsbury Pavement, London, EC2A 1NT, marked for the attention of the Customer Care Manager, Compliance Department.

13.3 Language All communications and notices to be given or sent under this Agreement shall be in English.

#### 14. **Complaints**

(a) You can raise a complaint with us by: (i) sending an email to: [client.support@westernunion.com](mailto:client.support@westernunion.com); (ii) telephoning us on 0800 096 0172 (or +44 207 539 6960 if calling from outside the UK); (iii) visiting our offices in person at 131 Finsbury Pavement, London, EC2A 1NT; and/or (iv) writing to us at 131 Finsbury Pavement, London, EC2A 1NT, marked for the attention of the Customer Care Manager, Compliance Department.

(b) Please outline fully the nature of your dissatisfaction or complaint when you contact us in one of the ways set out above. We will then:

- (i) send you written acknowledgement that your complaint has been received;
- (ii) contact you further should we require any additional information regarding your complaint;
- (iii) fully investigate your complaint, followed by a detailed response to your complaint, including an explanation of our decisions including any redress or remedial action, and reasons for our decisions.

If you remain dissatisfied with our response, you have the right to forward your concerns to the Financial Ombudsman Service.

(c) The UK Financial Ombudsman Service offers an out of court redress mechanism. The UK Financial Ombudsman can be contacted by telephone on 0800 023 4567 (calls to this number are free on mobile phones and landlines or 0300 123 9 123 (calls to this number cost no more than calls to 01 or 02 numbers ) or +44 20 7964 0500 if dialing from outside the UK or by email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk) or by writing to The Financial Ombudsman Service, Exchange Tower, London E14 9SR, United Kingdom.

(d) A copy of the our complaint handling procedure is available upon request and can also be downloaded from <http://business.westernunion.co.uk/About/File-a-Complaint>

#### 15. **Set-off**

15.1 In addition to other remedies available to us, if you fail to pay any amount when due under this Agreement, we may set-off against such amount any amount payable by us to you.

15.2 We are entitled to set-off against any amounts due to us by you, any amounts received by us from or on behalf of you. We may determine the application of any amounts which are to be set-off at our discretion.

15.3 You must not set-off against any amounts due to us any amounts we owes you.

## 16. General

- 16.1 Opt-out Provision. To the full extent permitted by law, any Customer entering into this Agreement, unless the Customer is a Small Charity or Micro Enterprise, hereby expressly agrees that:
- (a) the provisions of Part 6 of the UK Payment Services Regulations 2017 (the "**Regulations**") including regulations 43. Information required prior to the conclusion of a single payment service contract, 44. Information required after the initiation of a payment order, 45. Information required after receipt of the payment order, 46. Information for the payee after execution, 47. Avoidance of duplication of information Framework contracts, 48. Prior general information for framework contracts, 49. Information during period of contract, 50. Changes in contractual information, 51. Termination of framework contract, 52. Information prior to execution of individual payment transaction, 53. Information for the payer on individual payment transactions, 54. Information for the payee on individual payment transactions, 55. Communication of information, 56. Charges for information, 57. Currency and currency conversion, 58. Information on additional charges or reductions, 59. Burden of proof on payment service provider, 60. Information requirements for account information service providers, 61. Information on ATM withdrawal charges, and 62. Provision of information leaflet shall not apply to this Agreement; and
  - (b) certain provisions of Part 7 of the Regulations including regulations 66(1) Charges, 67(3) and (4) Withdrawal of consent, 75. Evidence on authentication and execution, 77. Payer or payee's liability for unauthorised transactions), 79. Refunds for direct debits, 80. Requests for direct debit refunds, 83. Revocation of a payment order, 91. Defective execution of payer-initiated transactions, 92. Defective execution of payee-initiated transactions, and 94. Liability for charges and interest shall not apply to this Agreement.
- 16.2 Custom House Website. The information provided by us on the Custom House Website is believed to be accurate and reliable when placed on the Custom House Website but we cannot guarantee that it is accurate or complete or current at all times. The information on the Custom House Website is for informational purposes only and is not intended to provide financial, legal, accounting or tax advice and should not be relied upon for those purposes.
- 16.3 Third Party Rights. No other person than the contractual parties to this Agreement shall have any rights under the Agreement or be able to enforce any of its terms.
- 16.4 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 the prior written approval of the other party; or (b) represent itself as being affiliated with, or authorized to act for, the other party.
- 16.5 Assignment. You may not assign, transfer or sell any of your rights under this Agreement without our prior written consent. We may transfer any rights or obligations we have under this Agreement to another party without your consent. This does not affect your right to terminate the Agreement in accordance with paragraph 7 above.
- 16.6 Severability. If any provision of this Agreement becomes unlawful or if a court decides that it is illegal, the remaining provisions of this Agreement will remain valid and enforceable.
- 16.7 Waiver. If we fail, at any time during the term of the Agreement, to insist upon strict performance of any of your obligations under Agreement or if we fail to exercise any of the

rights or remedies to which we are entitled under the Agreement or by law, this will not constitute a waiver of such rights or remedies and will not relieve you from compliance with such obligations. A waiver by us of any default will not constitute a waiver of any subsequent default. No waiver by us of any term of this Agreement will be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with this Agreement.

- 16.8 Entire agreement. This Agreement and any document expressly referred to constitutes the whole agreement between us and you and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us and you relating to the subject matter. You acknowledge that, in entering into the and accepting this Agreement you do not rely on, or will have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not expressly set out in this Agreement or the documents referred to in this Agreement.
- 16.9 Jurisdiction. This Agreement is governed and shall be read in accordance with the laws of England and Wales. Any dispute under this Agreement may be brought in the courts of England and Wales.