

# Customer Agreement for Services

WESTERN UNION BUSINESS SOLUTIONS (MALTA) LIMITED

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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 WUBS Malta to request to use the services of WUBS Malta.

**Business Day:** means a day on which banks are open for business in the Malta, excluding Saturday, Sunday and public holidays.

**Confirmation:** has the meaning given to it in Section 3.12.

**Control:** means the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

- a) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or
- b) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate, and **controls, controlled** and **controlling** shall be construed accordingly.

**Customer:** means the individual customer named in the Application Form.

**Draft:** means a paper draft payment instrument, payable to the Payee in the currency specified by the Customer.

**EEA:** means European Economic Area.

**Market Disturbance:** means any circumstance where We reasonably believe that market conditions in the relevant financial market are abnormal and this includes circumstances where in our opinion, deposits in the currency concerned are not available in the ordinary course of business to us in the relevant financial market or because of national or international financial, political or economic circumstances or exchange controls it is impractical for us to execute a transaction in the applicable foreign currency.

**Market Order Effective Period:** means the period of time, which shall not exceed 60 days, within which you have instructed Us to purchase or sell funds at the Target Rate.

**Market Order Instruction:** means your request, which may be made by you by telephone, facsimile, letter or email, to purchase/sell funds at the Target Rate within the Market Order Effective Period.

**Payee:** means the intended recipient of the money following a payment.

**Payment Account:** means an account held in your name which is used for the execution of payment transactions.

**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.

**Process or Processing:** 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.

**Services:** means the services that we agree to provide to you, including money remittance and foreign exchange services.

**Sustainable and Purchasable:** means where a foreign exchange rate is traded in the market with volume sufficient to sustain that rate level for a commercially reasonable timeframe.

**Target Rate:** means Our rate stipulated by You, if and when such stipulated rate becomes Sustainable and Purchasable, at which You have instructed the Us to purchase/sell funds.

**WUBS Malta Affiliate:** means any person controlled by WUBS Malta, any person controlling WUBS Malta and/or any person controlled by the same person as WUBS Malta.

## General

**1.1** This Agreement (the **Agreement**) sets out the terms and conditions on which WUBS Malta (**we, us** or **our**) 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:<http://mt.business.westernunion.com/About/Compliance-Legal>

**1.3 Company Information.** Western Union Business Solutions (Malta) Limited (**WUBS Malta**), a limited company registered in Malta (Company Number C22339) with its registered office at W Business Centre, Level 5, Triq Dun

Karm, Birkirkara By-Pass, Birkirkara, BKR 9033, Malta. Our contact details are: telephone +356 23289209 or +356 23289210; facsimile +356 21322434; website [business.westernunion.com](http://business.westernunion.com). We are licensed to undertake the business of financial institution by the Malta Financial Services Authority, Notabile Road, Attard, BKR 3000, Malta, and website: [www.mfsa.com.mt](http://www.mfsa.com.mt)

**1.4 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: [Janice.ZammitMarshall@WesternUnion.com](mailto:Janice.ZammitMarshall@WesternUnion.com); (ii) telephoning us on +356 23289209 or +356 23289210; and/or (iii) writing to us at W Business Centre, Level 5, Triq Dun Karm, Birkirkara By-Pass, Birkirkara, BKR 9033, Malta.

**1.5 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.

## 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.

## Making Payment Orders

**3.1 Making a Payment.** You may make a Payment Instruction by telephone, facsimile, email or letter. You agree that in making such a Payment Instruction, you consent to the execution of a payment transaction.

**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.

**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 will inform you of the deemed time of receipt of a Payment Order. For the avoidance of doubt, we will not debit your Payment Account until a Payment Order has been received. We are not responsible for any delay in us receiving such funds from another financial institution or bank.

**3.8 Cash placed on your Payment Account.** Where you place cash on your Payment Account with us in the same currency as that Payment Account, we shall ensure that the amount is made available to you and value dated no later than the end of the next Business Day after the receipt of the funds.

**3.9 Direct Debit to Settle a Payment Order.** You may also authorise us to direct debit your account in order to meet your settlement obligations under a Payment Order.

**3.10 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.

**3.11 Revocation of a Payment Order.** Once we have received the Payment Order and cleared funds in accordance with section 3.6, you may not revoke the Payment Order.

**3.12 Transaction confirmation.** We realise that sometimes requests by letter or facsimile may be difficult to read or requests made by telephone may be difficult to hear. Therefore, we shall issue a confirmation in writing to you setting out all relevant details of the instruction as understood by us in relation to each request made by telephone, facsimile, email or letter received from you (**Confirmation**). Please check the Confirmation carefully and let us know immediately if there is a mistake.

**3.13 Amount Transferred and Amount Received.** We and you agree that we can deduct our fees and charges from the amount transferred or in your Payment Account. This may mean that the amount transferred to the Payee will be less than the amount you transfer to us because of our fees.

**3.14 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;
- 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.

## Execution Time and Value Date

**4.1 Time to complete the payment.** Where a Payment Instruction is submitted by you and:

- a) the payment is to be delivered in euro and in the EEA, the payment will be delivered to the account of the beneficiary's payment service provider by no later than the end of the next Business Day following the time of receipt by the Us of the payment order;
- b) the payment is to be delivered in any EEA currency other than euro but in the EEA, the payment will be delivered to the account of the beneficiary's payment service provider by no later than the end of the fourth Business Day following the time of receipt by Us of the payment order;
- c) payments transactions to be delivered outside of the EEA or in any non-EEA currency and payments to be delivered by draft shall be processed and delivered by Us in accordance with our standard

processing times, 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 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, 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.

**4.8** In view of the above, your attention is drawn to the fact that all telephone calls with our customers are recorded. This is to protect both your and our interests in the unlikely event of a dispute.

## Non-execution or Defective or Late Execution of Payment Transactions

**5.1 Correct Execution.** We are liable to 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 (13) 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 provided that the first Euro 25 shall be incurred by you.

**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.

**5.7 Dishonoured Settlement.** In the event that any electronic debit authorised by You is dishonoured by Your bank, We will charge, and You agree to pay, all processing costs associated with each rejected electronic debit.

## Currency Conversion

**6.1** 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.

**6.2** We then add a transaction fee (which is on the Online Payment System) which shall be applied to your payment transaction.

**6.3** 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.

## Market Orders

**7.1** If you submit a Market Order Instruction to us, you authorise us to accept and act in accordance with the Market Order Instruction. Each Market Order Instruction shall be effective only after we have received it and have had a commercially reasonable opportunity to act upon it. Each Market Order Instruction must set forth the currency, the amount, and the Market Order Effective Period and delivery instructions (if any). Market Order Instructions are accepted between 9:00 and 15:00hrs.

**7.2** If the Target Rate becomes Sustainable and Purchasable during the Market Order Effective Period, we will execute the Market Order Instruction and send to you a Confirmation. For avoidance of doubt, unless you have cancelled the Market Order Instruction in accordance with Condition 8.3, the Market Order Instruction will be binding on you once the Target Rate becomes Sustainable and Purchasable during the Market Order Effective Period and you are liable to us for the full amount payable pursuant to the Market Order Instruction. you agree to promptly review each confirmation for accuracy and immediately advise us of any error or discrepancy.

**7.3** Market Order Instructions may not be cancelled by you at any time after the instruction has become Sustainable and Purchasable. In order to cancel a Market Order Instruction during the Market Order Effective Period, we must receive from you a written instruction directing cancellation and such cancellation instruction shall only be effective once we have had a commercially reasonable opportunity to act upon such instruction, before the Contract Funds have been purchased by or sold to us. In the absence of such cancellation instruction, we shall act in accordance with the Market Order Instruction and you shall be liable for costs and settlement pursuant to the Market Order Instruction.

**7.4** If the Target Rate does not become Sustainable and Purchasable during the Market Order Effective Period, the Market Order Instruction shall automatically expire at the end of the Market Order Effective Period. Unless otherwise stated in the Market Order Instruction, Market Order Instructions shall remain in effect until 23:59hrs on the last day of the Market Order Effective Period.

## Drafts

**8.1 Delivery.** At your request, we may send money to a Payee via a Draft.

**8.2 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.

**8.3 Replacement Drafts.** We agree to issue a replacement draft or a refund to you at an exchange rate deemed appropriate by us, provided always that we are first able to place a stop on the draft in question. You agree to indemnify Us and hold Us harmless from and against any and all losses, costs, claims, damages and expenses incurred by or brought against us as a result of our placing a stop on the said original draft and subsequently issuing a replacement or refund therefore.

**8.4** In the event that the original draft comes into possession of either you or the Payee at any time after a stop has been placed on it, you undertake to ensure that no attempt is made to encash the Draft and that it is returned to us at the earliest opportunity.

**8.5** We shall be under no obligation to issue a replacement or refund where it is established by us that the original draft has been encashed before a stop can be placed on it.

**8.6** In the event that it is established that the original draft has been encashed before a stop can be placed on it, we may, but only in circumstances where: (i) you have notified us as soon as you became aware of the non-receipt of the draft; and (ii) you prove to our reasonable satisfaction that the loss, theft or destruction of the draft was in no way due to your negligence or want of care in dispatching or otherwise dealing with the draft, issue a replacement draft or refund to you at an exchange rate deemed appropriate by us. In consideration of our so doing, You hereby agree to reimburse Us with the value of the draft in the event that we are unable to obtain reimbursement of the value of the draft from any bank involved in the clearing/paying of the Draft. No replacement or refund will be made in the event that it is established that the draft has been encashed by you,



the payee or anyone known to you or the payee. If it is established that the draft has been encashed by you, the payee or anyone known to you or the payee after we have replaced the draft or issued You with a refund, then we shall be entitled forthwith, at your expense, to stop the said draft and any sum refunded to you becomes immediately repayable to us.

**8.7 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.

**8.8 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.

**8.9 Uncashed drafts.** If a draft remains un-cashed for a period of six (6) months, as measured from the date on the draft, we will, unless otherwise agreed in writing:

- a) cancel the uncashed draft and charge you a cancellation charge equal to the lesser of: (i) 50 euros; and (ii) the value of the uncashed cheque or draft, such charge to be satisfied from the proceeds of the cancelled uncashed cheque or draft; and
- b) return any remaining funds (following the application of the cancellation charge as detailed in Condition 8.4(a) to your notified account within five (5) business days of the cancellation.

## Using our Online Payment System - Additional Terms

**9.1 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.

**9.2 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. Unauthorised use of the Online Payment System shall constitute default and breach of this license.

**9.3 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.

**9.4 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.



**9.5 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 WUBS Malta 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 WUBS Malta. It is Customer's responsibility to keep safe and secure its user credentials. Customer should not provide its user credentials to any third party.

**9.6 Suspension of Access.** WUBS Malta 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.

## Bank Verification, Customer Identification and Consent to Credit Check

**10.1** 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.

**10.2** 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 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.

## Liability under the Agreement

**11.1 Our Liability.** Subject to section 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.

**11.2 Exclusions on Liability.** This section 11 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.

**11.3 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.

**11.4 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.

## Termination, Suspension and Changes

**12.1 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.

**12.2 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.

**12.3 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.

**12.4 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.

**12.5 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.

## Data protection and Confidentiality

**13.1 Registration.** We are registered under the Data Protection Act 2001. Any personal data you provide to us will be held securely and in accordance with the Data Protection Act 2001.

**13.2 Personal Data Necessary to Services; Controllership.** 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 13.2, 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.

**13.3 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 authorising 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.

**13.4** To the extent Applicable Law permits you to withdraw your consent in regard to a particular transaction, you agree that the revocation of a Payment Order permissible under this Agreement constitutes the exclusive method for withdrawing your consent. 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.

**13.5 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 you provide to us has been lawfully collected and Processed; (b) you have collected all necessary consents and/or authorisations, provided all necessary notices, and done all such other things as are required under Applicable Law for you 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 you are requesting WUBS Malta to perform in relation to any Personal Data is lawful. You agree 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 you of the laws or regulations applicable to you, 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.

**13.6 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.

**13.7 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, WUBS Malta 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.

**13.8 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.

**13.9** Personal Data and any other information we hold may be accessed by us and WUBS Malta for any purpose set forth in this Agreement, including but not limited to: Custom House Financial (UK) Limited, Western Union Business Solutions (USA), LLC, Western Union Business Solutions (Australia) Pty Limited, Western Union Payment Services Ireland Ltd, Western Union International Limited and Western Union Financial Services, Inc. We ensure that access by WUBS Malta Affiliates located outside of the EEA is subject to such safeguards as required by applicable data protection law.

**13.10 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.

**13.11 Claims.** If you make 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, you consent to the processing of Personal Data in the context of investigating and processing the claim.

**13.12 Confidentiality.** We will use reasonable precautions to maintain the confidentiality of information we receive from you and material and/or data you provide, create, input or develop in connection with you use of our Services. Nonetheless, because such information, material and/ or data may be provided through the internet or by facsimile transmission, you hereby acknowledge and agree that we cannot assure that such information, material and/or data will continue to be confidential. You accept the risk of a third party receiving confidential information concerning you and specifically release and indemnify us from any claim arising out of a third- party intercepting, accessing, monitoring or receiving any communication from you intended to be provided to us or from us intended to be provided to you. You acknowledge and agrees that we may disclose your name and other personal and financial information about you to our 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 Services, or to comply with Applicable Laws. We will treat your personal information in accordance with our privacy policy, which you may obtain by contacting us.

**13.13 Money Laundering.** Due to the inherent risks in transferring currency between parties located in different countries, we take extraordinary measures to ensure that we are 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 us. To ensure compliance with all applicable money laundering and terrorist financing Laws, you should be fully aware that in appropriate cases all communications and information concerning you held by us including, but not limited to, details of Payment 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).

**13.14** In addition, you agree 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 you may represent in any transaction entered into with us. If you breach any money laundering, terrorist financing laws or regulations, you irrevocably agree that we may retain any moneys or funds transmitted to us pursuant to these conditions and/or not fulfill any request if we are required to do so by any legal or regulatory authority and such moneys shall not bear interest against us.

## Communications and Notices

**14.1 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. Communications and notices required or permitted

under this Agreement shall be in English and deemed delivered: (i) if delivered by you: five (5) days after dispatch by registered or certified mail addressed to us at: W Business Centre, Level 5, Triq Dun Karm, Birkirkara By-Pass, Birkirkara, BKR 9033, Malta for the attention of Accreditation Department, Western Union Business Solutions (Malta) Limited (or such other address as we may notify to you; and (ii) if delivered by us: five (5) days after dispatch by registered, certified or first class mail addressed to you at the registered address as notified on the Application Form; or (iii) if sent by fax or email: they are considered received by the addressee on the same day of transmission provided they are received within working hours (i.e. between 9am-5pm) . If they are received outside such working hours, they are deemed received on the next Business Day. Any Party may change its address for purposes of this notice provision by giving notice in the manner prescribed above. You must advise us of any changes in its contact details.

**14.2** 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.

**14.3 Contacting us.** You may contact us in relation to this Agreement using the contact details set out in clause 15(a).

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

## 15 Complaints

You can raise a complaint with us by:

- (i) sending an email to: [Janice.ZammitMarshall@WesternUnion.com](mailto:Janice.ZammitMarshall@WesternUnion.com);
- (ii) telephoning us on +356 23289209 or +356 23289210;
- (iii) visiting our offices in person at Il-Piazzetta, Tower Road, Sliema. SLM 1605. Malta.; and/or
- (iv) writing to us at Il-Piazzetta, Tower Road, Sliema. SLM 1605. Malta., marked for the attention of the Customer Care Manager, Compliance Department.

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 Office of the Arbiter for Financial Services, First Floor, St. Calcedonius Square, Floriana FRN 1530, Malta or via telephone on (+356 80072366 and (+356) 21249245. Further information about the complaint process may be obtained from the website of the Office of the Arbiter for Financial Services: [www.financialarbiter.org.mt](http://www.financialarbiter.org.mt). A copy of our complaint handling procedure is available upon request and can also be downloaded from <http://mt.business.westernunion.com/About/File-a-Complaint>

## 16 Set-off

**16.1** 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.

**16.2** 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.

**16.3** You must not set-off against any amounts due to us any amounts we owe you.

## 17 General

**17.1 Suspended Account.** Your account will be suspended if there is continued non-use of the Services by you for a period of one (1) year. Should you wish to submit a request after the account has been suspended, you will be required to first undergo re-accreditation in line with our accreditation and other policies in force at that time.

**17.2 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.

**17.3 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.

**17.4 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 section 12 above.

**17.5 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.

**17.6 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.

**17.7 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.

**17.8 Jurisdiction.** This Agreement is governed and shall be read in accordance with the laws of Malta. Any dispute under this Agreement may be brought in the courts of Malta.

**For further information, please contact:**

**T: +356 23289209 \***

**E: [Janice.ZammitMarshall@WesternUnion.com](mailto:Janice.ZammitMarshall@WesternUnion.com)**

**W: [mt.business.westernunion.com](http://mt.business.westernunion.com)**

**WesternUnion**  **Business Solutions**

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