

## Online money transfers terms and conditions for Australia

These terms and conditions apply for Western Union® transactions on or after 26 September 2018, see below for transactions prior to 26 September 2018.

### Terms and Conditions - Online Money Transfers

THE WESTERN UNION® MONEY TRANSFER SERVICE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

Notes:

1. The Terms and Conditions ("Terms and Conditions") below are in effect for all westernunion.com.au transactions on or after 26 September, 2018. The Terms and Conditions set forth below describe the terms and conditions that apply to and govern Your access to and use of the westernunion.com.au website (the "Website"), the Western Union® Mobile Application (the "App") and Services (as defined below). Do not use or access the Website, App or Services if You do not agree to be bound by such Terms and Conditions. The Terms and Conditions do not apply to money transfers initiated from the App and sent from retail locations in Australia.
2. This Western Union® Money Transfer service is provided online in Australia by Western Union Financial Services (Australia) Pty. Ltd. (ABN 77 082 282773), an Australian company with a registered address at Level 12, 1 Margaret Street, Sydney, New South Wales, NSW 2000, Australia. Western Union Financial Services (Australia) Pty. Ltd. will provide the service through a network of independent authorized agents and representatives worldwide.

### THE WESTERN UNION® MONEY TRANSFER SERVICE.

A Western Union Money Transfer consumer that is located in Australia (the "Sender") may send an online money transfer through the Website or the App (the "Service(s)") using a Visa® card or MasterCard® issued by an Australian card issuer or via POLi (if available), for cash payment to a designated recipient (the "Receiver") at a Western Union® Agent

location around the world or to the Receiver's mobile, bank or other account. "You" or "Your" may be used to refer to the Sender and/or the Receiver depending on the context in which it is used. Money transfers will normally be paid to the Receiver in cash, cheque or a combination thereof, or in select Agent locations, with a Western Union® payout card (which permits the Receiver to withdraw money from select ATMs) or the Receiver may choose other ways to receive funds and some money transfers may be paid to accounts. You authorize Western Union to honor the Receiver's choice of method to receive funds even if it differs from Yours. Regular money transfers are usually available within minutes for pick up by the Receiver, subject to the opening hours of the receiving Western Union Agent ("Agent") location. Account-based transfers generally take up to 5 business days, though transfers to some accounts are often available within minutes. However, exceeding amount limitations, regulatory restrictions or other restrictions in certain countries may delay the transaction. Western Union does not act as the agent or representative of any bank for any purpose and does not accept deposits on behalf of any bank. Receivers receiving funds in the form of a cheque or payout card may incur additional fees to access their funds. All cash payments are subject to availability, the Receiver showing documentary evidence of their identity and providing all details about Your money transfer required by Western Union, including Your and the Receiver's names, country of origin, approximate sum, money transfer control number and any other conditions or requirements applicable at the Agent location. Cash money transfers shall be paid to the person that Agents deem entitled to receive the transaction after verification of identity often through examination of identification documents. Such payment can be made even when the form filled out by the Receiver contains minor errors. Neither Western Union nor its Agents carry out a comparison of Your information against the "To Receive Money" form to verify the address given for the Receiver. In some destinations the Receiver may be required to provide identification, a test question answer or both to receive funds in cash. Test questions are not an additional security feature and cannot be used to time or delay the payment of a transaction and are prohibited in certain countries. You represent, warrant and certify to Western Union that Your and the Receiver's use of the Services shall not in any way, directly or indirectly, (a) violate any law, statute, ordinance, contract or regulation, including but not limited to any law, statute, ordinance, contract or regulation relating to money laundering, illegal gambling activities, support for terrorist activities, fraud or theft, and/or (b)

violate any of the Terms and Conditions of use. When required by applicable law, money transfers will be reported to federal, state, local or foreign authorities. In addition, Western Union will cooperate with law enforcement in the prosecution of illegal activities to the fullest extent permitted by applicable law. You will be required to provide Western Union with certain information to allow Western Union, among other things: to verify Your identity; to receive appropriate payment authorization from your financial institution; and to complete the transaction. Western Union is not an escrow service provider and You agree that You will not use the Services for escrow purposes. You agree that the information You provide is not false, inaccurate or misleading. Please contact Western Union at the customer service telephone number listed below to obtain information regarding the conditions applicable to the Service You have selected or Your expected payment location. Please refer to Western Union's [Privacy Statement](#) for information concerning Western Union's use of this information. By using the Western Union Money Transfer service, You acknowledge that You have read and accepted Western Union's Privacy Statement. It is important to carefully review the information concerning REFUNDS and CURRENCY EXCHANGE. Western Union may amend these Terms and Conditions at any time by posting the amended terms on the Website, and all amended terms shall be effective immediately after they are posted to the Website.

#### **FEES.**

In consideration for the use of the Service, You agree to pay to Western Union a fee for each money transfer initiated by You at the applicable rate then in effect (the "transfer fee"). The applicable transfer fee for Your transaction will be provided to You prior to Your final authorization of the transaction, in addition to any applicable fees for additional services. In certain cases, payment of a money transfer may be subject to local taxes and service charges.

#### **CURRENCY EXCHANGE.**

IN ADDITION TO THE TRANSFER FEE, WESTERN UNION ALSO MAKES MONEY WHEN IT CHANGES YOUR AUSTRALIAN DOLLARS INTO FOREIGN CURRENCY. Money transfer payments will normally be made in the currency of the destination country (in some countries payment is available only in U.S. dollars or other alternate currency). In addition to the transfer fee applicable to each transfer and if the currency which You presented is not the currency to be received by the Receiver, all currency is converted at Western Union's then current rate of exchange. The currency will be converted at the time of

transfer and the Receiver will receive the foreign currency amount shown prior to Your final authorization of the transaction. In a few countries local regulations require the currency to be converted at the time the Receiver is paid, in which case the exchange rate and any amounts shown may be subject to exchange rate fluctuations between the time of transfer and the time the Receiver collects the funds. Western Union calculates its rate of exchange based on commercially available interbank rates plus a margin. Most rates of exchange are adjusted several times daily in line with the relevant closing rate of global financial markets. The exchange rate applied may be less favourable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to customers and the currency exchange rate received by Western Union will be kept by Western Union (and, in some instances, its Agents) in addition to the transfer fees. For information concerning the current currency exchange rates provided by Western Union to its consumers call the customer service telephone number listed below.

Sending and receiving in countries that provide payment in multiple currencies: You must select the currency of payment at the time Your transaction is made. The transfer fee and the money Western Union (or its Agents, mobile phone or account provider) makes when it changes the funds into foreign currency may vary based upon the payment currency selected. In some countries it is possible to decide to receive the funds in a currency different from the one that You selected. Western Union (or its Agents, mobile phone or account provider) may make additional money when Your funds are converted into the currency selected by the Receiver.

## **PAYMENT.**

Transfer fees and the principal amount are due and payable before Western Union processes the transaction. You must pay for the Service by Visa card, MasterCard or via POLi (if available). If Western Union does not receive authorization from the card issuer or cleared funds via POLi, the transaction will not be processed and funds will not be transmitted to the Receiver. Each time You use the Service You agree that Western Union is authorized to charge Your designated card account for the principal amount, the transfer fee and any other applicable fees. (Your agreement with the card issuer or bank governs use of Your card or Poli, respectively, and You must refer to that agreement to ascertain Your rights and liabilities as a cardholder or

POLi user, which may include a "cash advance" or other bank transaction fee.)

## **REFUNDS.**

REFUNDS OF PRINCIPAL AMOUNT and cancellation of the money transfer will be made upon Your written request if payment to the Receiver has not yet been made or credited at the time the request is processed by Western Union. REFUNDS OF TRANSFER FEES will be made upon Your written request if the money transfer is not available to the Receiver nor been credited to his account within the time specified by Western Union for the selected service, subject to the hours of operation that the Service is offered at the Agent location selected by the Receiver for payment and other special conditions. Refunds will be made within 45 days of receipt of Your valid written request. Transfer fees are not refunded if the transfer is stopped at Your request. Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws. The method of refund remains at the discretion of Western Union. Generally, if payment for the Service was made by Visa or MasterCard the refund will be credited back to the same Visa or MasterCard account. If payment was made via POLi the refund will be credited back to the same bank account. In some cases, a refund may need to be made available through an Agent location.

## **SPECIAL SERVICES (Not available with all Services).**

Generally, TEST QUESTIONS may be used if the principal amount of the money transfer does not exceed US\$999.99. Please contact Western Union at the customer service telephone number listed below for current information regarding the availability of Test Questions for Your selected destination and conditions for payout.

## **ADMINISTRATION CHARGE.**

To the extent allowed by law, Western Union may deduct an administrative charge from money transfers that are not picked up within one year of the send date. SMS - Western Union offers free SMS notification to Senders in some countries to indicate that the transaction has been collected by the Receiver or to Receivers that funds are available for collection. Charges applied by the service provider are the exclusive responsibility of Sender or Receiver. Western Union is not responsible for any charges associated with SMS messages. If permitted by applicable law, the SMS will be sent to Sender's and/or Receiver's mobile number provided at the time of the

transaction. Western Union will send SMS messages to a gateway for delivery, however delivery is the responsibility of third parties, and cannot be guaranteed. Western Union is not responsible for technical malfunctions that occur outside of its proprietary systems.

#### **ACCOUNT BASED AND MOBILE MONEY TRANSFERS.**

Where available, the Receiver may incur additional fees for receiving Your funds through a mobile telephone or to a bank or other account. Transfers should be sent to a local (Receiver) currency account, otherwise the receiving institution may convert the funds at its own exchange rate or reject the transaction. The Receiver's agreement with its mobile phone service, mWallet, bank or other account provider governs the account and determines their rights, liability, fees, funds availability and account limitations. In the event of an inconsistency between the account number (including mobile phone numbers for mobile accounts) and name of the Receiver, the transfer will be credited to the account number provided by You. Western Union may make money from fees associated with use of an account. Western Union accepts no responsibility to You nor to any account holder for any fees, exchange rates used for conversion to non-local currency, acts or omissions of the destination or intermediary financial service providers.

#### **LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WESTERN UNION AND ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR NON-DELIVERY OF ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR EMPLOYEES OR AGENTS OR OTHERWISE, BEYOND THE SUM EQUIVALENT TO US\$500 (IN ADDITION TO REFUNDING THE PRINCIPAL AMOUNT OF THE MONEY TRANSFER AND THE TRANSFER FEE). TO THE MAXIMUM EXTENT PERMITTED BY LAW, WESTERN UNION AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING DISCLAIMER, NEITHER WESTERN UNION NOR ITS AGENTS EXCLUDE LIABILITY FOR ANY CONDITION OR WARRANTY THAT CANNOT BE EXCLUDED BY LAW INCLUDING ANY IMPLIED WARRANTY THAT IT WILL RENDER SERVICES WITH DUE CARE AND SKILL. WESTERN UNION'S AND ITS AGENT'S LIABILITY FOR THE BREACH OF SUCH CONDITION OR WARRANTY SHALL BE LIMITED TO THE GREATER OF THE COST OF PROVIDING THE AFFECTED SERVICE AGAIN AND THE SUM EQUIVALENT TO US\$500.

WESTERN UNION DOES NOT GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICES PAID FOR BY MEANS OF A WESTERN UNION MONEY TRANSFER. YOUR TRANSACTION DATA IS CONFIDENTIAL TO YOU AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE RECEIVER. YOU ARE CAUTIONED AGAINST SENDING MONEY TO ANY PERSON YOU DO NOT KNOW. IN NO EVENT SHALL WESTERN UNION OR ANY OF ITS AGENTS BE LIABLE IF YOU COMMUNICATE TRANSACTIONAL DATA TO ANY PERSON OTHER THAN THE RECEIVER.

Western Union reserves the right to limit the principal amount of a money transfer, or to reject a proposed money transfer, in its sole discretion. Western Union assumes no obligation to make payment of the money transfer or to complete the applicable money transfer transaction if Western Union does not receive authorization from the card issuer or cleared funds via POLi, nor does Western Union assume any liability for damages resulting from nonpayment of the money transfer or any failure to complete any applicable Service transaction by reason of such lack of authorization. Western Union is not affiliated with or responsible for goods and/or services provided by merchants and paid for through its Services. Western Union reserves the right to refuse to provide the Services to You, at any time, for any reason deemed necessary to protect Western Union's interests.

#### **INDEMNITY.**

You agree to indemnify, defend and hold harmless Western Union, and all its officers, directors, owners, agents, employees, affiliates, licensors, licensees and third party service providers (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses of any kind related thereto (including, without limitation, legal costs on a full indemnity basis) incurred by the Indemnified Parties in connection with any claim arising out of, based upon or resulting from (i) Your access to and/or use of the Website, the App or Services including, without limitation, the money transfer services; and/or (ii) Your violation of the Terms and Conditions. Western Union reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You. You shall not in any event settle any matter without the written consent of Western Union.

#### **ELECTRONIC DELIVERY OF FUTURE DISCLOSURES.**

You agree to accept all subsequent disclosures (including, without limitation, disclosures required under laws relating to privacy or electronic fund transfers) and other communications between You and

Western Union on Website, the App or at the primary email address You provided during registration. You may print and retain a copy of all such disclosures and communications by using Your personal computer and printer. In the event that Your primary email address changes, You must notify Western Union. You may revoke Your consent at any time by contacting customer service.

### **INTELLECTUAL PROPERTY.**

The Website, App and Service, the content, and all intellectual property pertaining thereto and contained therein (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by Western Union or third parties, and all right, title and interest therein and thereto shall remain the property of Western Union and/or such other third parties. The Website, App and Service may be used only for the purpose permitted by these Terms and Conditions. You are authorized solely to view and retain a copy of the pages of the Website and App for Your own personal, non-commercial use. You agree that You may not duplicate, publish, modify, create derivative works from, participate in the transfer of, post on the World Wide Web, or in any way distribute or exploit the Website, App, the Service or any portion thereof for any public or commercial use without the express written consent of Western Union. You further agree not to: (i) use any robot, spider, scraper or other automated device to access the Website, App and/or Service; and (ii) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Website or App (or printed pages thereof). The name Western Union and other names and indicia of ownership of Western Union's Service are the exclusive marks of Western Union or third parties. Other product, service and company names appearing on the Website or App may be trademarks of their respective owners.

### **LINKS TO OTHER SITES.**

The Website and App may contain links and pointers to other World Wide Web Internet sites and resources (the "Linked Sites"). Links to any Linked Site do not constitute an endorsement by or association with Western Union or any of its affiliates to any third party resources or their contents. Links do not imply that Western Union is affiliated or associated with or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any Linked Sites are authorized to use any trademark, trade name, logo or copyright symbol of Western Union or any of its affiliates. You should direct any concerns regarding any Linked Site to such Linked Site's site administrator or webmaster. Western Union does



not represent or endorse the accuracy or reliability of, and expressly disclaims, any advice, opinion, statement, or other information displayed or distributed through any Linked Site. You agree that reliance upon any opinion, advice, or information displayed on or otherwise available through any Linked Site shall be at Your sole risk.

#### **MISCELLANEOUS.**

These Terms and Conditions, together with all other items incorporated herein by reference, embody the entire agreement and understanding between You and Western Union and supersede all prior agreements or understandings You have with Western Union. The contract is with the Sender, and Western Union has no obligations to any other party, such as a party You send funds on behalf of. Western Union has the right to assign these Terms and Conditions to a subsidiary or affiliate company, or any third party, at any time without Your consent. You may not assign or transfer these Terms and Conditions without Western Union's prior written consent. If any one or more of these Terms and Conditions shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable. Your access to and use of the Website, App and Service is governed by the laws of the State of New South Wales. You irrevocably submit to the non-exclusive jurisdiction of the courts of that State and any courts which have jurisdiction to hear appeals from such courts and you waive any right to object to proceedings being conducted in the courts of that State. The Website, App and Service are directed to persons age 18 and over residing in Australia, and are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation.

For consumer inquiries or comments, please write to: WESTERN UNION FINANCIAL SERVICES (AUSTRALIA) PTY. LTD., c/o, P.O. Box Q1522, QVB Post Office Sydney, NSW 1230.

FOR TELEPHONE CUSTOMER SERVICE, PLEASE CALL: 1800 173 833  
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Last Revised August 2018

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2. This Western Union® Money Transfer<sup>SM</sup> service is provided online in Australia by Western Union (Ireland) Partnership, an Irish partnership conducting business from its offices at Richview Office Park, Unit 9, Clonskeagh, Dublin 14, Ireland. Western Union (Ireland) Partnership will provide the service through either Western Union Financial Services, Inc., a United States company (for transfers from the United States, Canada, and Mexico) and Western Union International Limited, an Irish company (for all other transactions), using a network of independent authorized agents and representatives worldwide.
3. Western Union (Ireland) Partnership has a principal office at Richview Office Park, Unit 9, Clonskeagh, Dublin 14, Ireland.

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Account-based transfers generally take 5 business days, though transfers to mobile wallets are often available within minutes. However, exceeding amount limitations, regulatory restrictions or other restrictions in certain countries may delay the transaction. Western Union does not act as the agent or representative of any bank for any purpose and does not accept deposits on behalf of any bank. Receivers receiving funds in the form of a cheque or payout card may incur additional fees to access their funds. All cash payments are subject to availability, the Receiver showing documentary evidence of their identity and providing all details about Your money transfer required by Western Union, including Your and the Receiver's names, country of origin, approximate sum and any other conditions or requirements applicable at the Agent location, for example the money transfer control number, which is mandatory for payout in some countries. Cash money transfers shall be paid to the person that Agents deem entitled to receive the transaction after verification of identity often through examination of identification documents. Such payment can be made even when the form filled out by the Receiver contains errors. Neither Western Union nor its Agents carry out a comparison of Your information against the "To Receive Money" form to verify the address given for the Receiver. In some destinations the Receiver may be required to provide identification, a test question answer or both to receive funds in cash. Test questions are not an additional security feature and cannot be used to time or delay the payment of a transaction and are prohibited in certain countries. You represent, warrant and certify to Western Union that Your and the Receiver's use of the Services shall not in any way, directly or indirectly, (a) violate any law, statute, ordinance, contract or regulation, including but not limited to any law, statute, ordinance, contract or regulation relating to money laundering, illegal gambling activities, support for terrorist activities, fraud or theft, and/or (b) violate any of the Terms and Conditions of use. When required by applicable law, money transfers will be reported to federal, state, local or foreign authorities. In addition, Western Union will cooperate with law enforcement in the prosecution of illegal activities to the fullest extent permitted by applicable law. You will be required to provide Western Union with certain information to allow Western Union, among other things: to verify Your identity; to receive appropriate payment authorization from your financial institution; and to complete the transaction. Western Union is not an escrow service provider and You agree that You will not use Western Union Services for escrow purposes. You agree that the information You provide is not false, inaccurate or

misleading. Please contact Western Union at the customer service telephone number listed below to obtain information regarding the conditions applicable to the Service You have selected or Your expected payment location. Please refer to Western Union's Online Privacy Statement for information concerning Western Union's use of this information. By using the Western Union Money Transfer service, You acknowledge that You have read and accepted Western Union's Privacy Statement for Australian Customers. It is important to carefully review the information concerning REFUNDS and CURRENCY EXCHANGE. Western Union may amend these Terms and Conditions at any time by posting the amended terms on the Website, and all amended terms shall be effective immediately after they are posted to the Website.

### **FEES.**

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### **CURRENCY EXCHANGE.**

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favourable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to customers and the currency exchange rate received by Western Union will be kept by Western Union (and, in some instances, its Agents) in addition to the transfer fees. For information concerning the current currency exchange rates provided by Western Union to its consumers call the customer service telephone number listed below.

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#### **PAYMENT.**

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#### **REFUNDS.**

**REFUNDS OF PRINCIPAL AMOUNT** and cancellation of the money transfer will be made upon Your written request if payment to the Receiver has not yet been made or credited at the time the request is processed by Western Union. **REFUNDS OF TRANSFER FEES** will be made upon Your written request if the money transfer is not available to the Receiver nor been credited to his account within the time specified by Western Union for the selected service, subject to the hours of

operation that the Service is offered at the Agent location selected by the Receiver for payment and other special conditions. Refunds will be made within 45 days of receipt of Your valid written request. Transfer fees are not refunded if the transfer is stopped at Your request. Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws. The method of refund remains at the discretion of Western Union. Generally, if payment for the Service was made by Visa or MasterCard the refund will be credited back to the same Visa or MasterCard account. If payment was made via POLi the refund will be credited back to the same bank account. In some cases, a refund may need to be made available through a Western Union Agent location.

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provider governs the account and determines their rights, liability, fees, funds availability and account limitations. In the event of an inconsistency between the account number (including mobile phone numbers for mobile accounts) and name of the Receiver, the transfer will be credited to the account number provided by You. Western Union may make money from fees associated with use of an account. Western Union accepts no responsibility to You nor to any account holder for any fees, exchange rates used for conversion to non-local currency, acts or omissions of the destination or intermediary financial service providers.

#### **LIMITATION OF LIABILITY.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WESTERN UNION AND ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR NON-DELIVERY OF ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR EMPLOYEES OR AGENTS OR OTHERWISE, BEYOND THE SUM EQUIVALENT TO \$500 US DOLLARS (IN ADDITION TO REFUNDING THE PRINCIPAL AMOUNT OF THE MONEY TRANSFER AND THE TRANSFER FEE). TO THE MAXIMUM EXTENT PERMITTED BY LAW, WESTERN UNION AND ITS AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NOTWITHSTANDING THE FOREGOING DISCLAIMER, NEITHER WESTERN UNION NOR ITS AGENTS EXCLUDE LIABILITY FOR ANY CONDITION OR WARRANTY THAT CANNOT BE EXCLUDED BY LAW INCLUDING ANY IMPLIED WARRANTY THAT IT WILL RENDER SERVICES WITH DUE CARE AND SKILL. WESTERN UNION'S AND ITS AGENT'S LIABILITY FOR THE BREACH OF SUCH CONDITION OR WARRANTY SHALL BE LIMITED TO THE GREATER OF THE COST OF PROVIDING THE AFFECTED SERVICE AGAIN AND THE SUM EQUIVALENT TO US\$500.

WESTERN UNION DOES NOT GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICES PAID FOR BY MEANS OF A WESTERN UNION MONEY TRANSFER. YOUR TRANSACTION DATA IS CONFIDENTIAL TO YOU AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE RECEIVER. YOU ARE CAUTIONED AGAINST SENDING MONEY TO ANY PERSON YOU DO NOT KNOW. IN NO EVENT SHALL WESTERN UNION OR ANY OF ITS AGENTS BE LIABLE IF YOU COMMUNICATE TRANSACTIONAL DATA TO ANY PERSON OTHER THAN THE RECEIVER.

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transaction if Western Union does not receive authorization from the card issuer or cleared funds via POLi, nor does Western Union assume any liability for damages resulting from nonpayment of the money transfer or any failure to complete any applicable Service transaction by reason of such lack of authorization. Western Union is not affiliated with or responsible for goods and/or services provided by merchants and paid for through its Services. Western Union reserves the right to refuse to provide the Services to You, at any time, for any reason deemed necessary to protect Western Union's interests.

#### **INDEMNITY.**

You agree to indemnify, defend and hold harmless Western Union, and all its officers, directors, owners, agents, employees, affiliates, licensors, licensees and third party service providers (collectively, the "Indemnified Parties") from and against any and all losses, damages, liabilities, and claims and all fees, costs, expenses of any kind related thereto (including, without limitation, legal costs on a full indemnity basis) incurred by the Indemnified Parties in connection with any claim arising out of, based upon or resulting from (i) Your access to and/or use of the Website, the App or Services including, without limitation, the money transfer services; and/or (ii) Your violation of the Terms and Conditions. Western Union reserves the right, at its own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by You. You shall not in any event settle any matter without the written consent of Western Union.

#### **ELECTRONIC DELIVERY OF FUTURE DISCLOSURES.**

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