

## Western Union® Money Transfer™ Service Terms and Conditions

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

#### THE WESTERN UNION MONEY TRANSFER SERVICE

This is the agreement ("Agreement") that governs your use of the Western Union Money transfer service ("Money Transfer Service" or the "Service") provided by Western Union Financial Services (Canada), Inc. ("Western Union"), through the Internet website ("Website") of the Bank of Nova Scotia ("Scotiabank"). Individuals holding an eligible account at Scotiabank ("Senders"), may send a Western Union Money Transfer to a designated receiver (the "Receiver") anywhere in the world where Western Union offers its Money Transfer Service. The Receiver may receive funds at Western Union agent ("Agent") locations in the Expected Payout Location. For transactions sent within Canada or to any country other than the U.S., the Expected Payout Location generally means any Agent location in the destination country identified by the Sender; for transactions sent to the U.S, the Expected Payout Location means any Agent location in the designated U.S. state identified by the Sender, or an adjacent U.S. state. Western Union may limit the ability to send Money Transfers to certain countries, in accordance with applicable law and its policies. The Receiver will normally receive funds sent by Sender in cash, check, or a combination thereof; with some Services, funds may be credited to a bank, prepaid card, mWallet, or similar account. Under some circumstances, the Receiver may be able to elect a payout method which differs from the payout method the specified by Sender; Sender authorizes Western Union to honor the Receiver's election of payout method. Receivers who receive funds through a payout method other than cash may incur additional fees to access funds. Certain countries and/or jurisdictions may impose a tax, fee and/or tariff on the Receiver's receipt of, or access to, transferred funds. Money Transfers normally are available for pick up by the Receiver promptly after validation of Sender information which may take up to 24 hours, on a "Will Call" basis, at Western Union agent locations in the destination country. "Will Call" basis means that the funds are held by Western Union until such time as the Receiver appears at a Western Union agent location to request payment of the Money Transfer. Money Transfers may be subject to holds or seizures in accordance with applicable law.

#### FEES, PAYMENT AND CURRENCY EXCHANGE

**Transfer 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. **Currency Exchange.** All payments will be made in the currency of the destination country (except in a limited number of instances where payment is made in U.S. dollars or other currency through a Western Union agent in

the destination country). In addition to the transfer fees applicable to this transaction, a currency exchange rate will be applied. Canadian currency is converted to foreign currency at an exchange rate set by Western Union. Any difference between the rate given to customers and the rate received by Western Union will be kept by Western Union (and, in some cases, its international agents) in addition to the Transfer Fees. Any refund in the event of nonpayment will be made at the applicable exchange rate as described above in effect at the time of reconversion into Canadian Dollar. For information concerning the current currency exchange rates provided by Western Union to its customers call toll-free to 1-800-267-0486. IN ADDITION TO THE TRANSFER FEE, WESTERN UNION AND ITS AGENTS ALSO MAKE MONEY FROM THE EXCHANGE OF CURRENCIES. IF THE EXCHANGE RATE FOR YOUR TRANSACTION WAS DETERMINED AT THE TIME YOU SENT THE MONEY, THE CURRENCY TO BE PAID OUT AND THE EXCHANGE RATE ARE LISTED ON YOUR RECEIPT. OTHERWISE, THE EXCHANGE RATE WILL BE SET WHEN THE RECEIVER RECEIVES THE FUNDS.

## REFUNDS

REFUNDS OF PRINCIPAL AMOUNT and cancellation of the Money Transfer will be made upon request of the Sender made by calling the Western Union Customer Service number listed below, or by sending a written request to the address below. Refunds are only possible if payment to the Receiver has not yet been made at the time the request is processed by Western Union. Refunds will be made within 45 days of receipt of a valid written request from the Sender. Refunds are paid out either by cheque mailed to the Senders address or, once approved by Western Union, may be picked up at a Western Union agent location. Refunds are not available through Scotiabank or by a credit to a Scotiabank account. REFUNDS OF FEES will be made upon written request of the Sender if the Money Transfer is not available to the Receiver within the time specified by Western Union for the selected service, subject to the business hours of the location selected by the Receiver for payment and other special conditions. Refunds will be made within 45 days of receipt of a valid written request from the Sender.

## ADMINISTRATION CHARGE

If a Money Transfer is not picked up by the Receiver or is not cancelled by the Sender prior to pick up within one (1) year of the date it was sent, there will be a non-refundable administration charge where permitted by law. The administration charge will be deducted from the principal amount of the Money Transfer. The administration charge is fifty (50) cents per month from the date the Money Transfer was sent, but not more than forty-two (42) dollars.

## WAIVER/BAR OF CLASS ACTION CLAIMS:

All legal actions or claims arising from or relating to this transaction or the Services ("Claim") shall be brought in the party's individual capacity only. Neither party shall pursue a Claim as a class representative, a class member or in a class representative action of any kind. Within 72 hours after initiating a transaction, Sender may opt-out of this provision by calling 1-800-325-6000 and providing certain information, including the MTCN, Sender and Receiver names and the amount of the money transfer.

## LIMITATION OF LIABILITY

IN NO EVENT SHALL WESTERN UNION BE LIABLE FOR DAMAGES FOR DELAY, NONDELIVERY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES OR AGENTS OR OTHERWISE, BEYOND THE SUM OF \$500 (in addition to refunding the principal amount of the Money Transfer and the fees), unless the Sender has obtained a higher liability limit by calling the telephone number set out at the bottom of this form and paying an additional charge therefor. IN NO EVENT WILL WESTERN UNION BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

WESTERN UNION PRIVACY POLICIES: Western Union and our Agents collect personal information

about you and the Receiver from your Service transactions and, where permitted or required by law, from other sources (the "Information"), as explained in the Western Union Financial Services (Canada), Inc. Privacy Statement ("Statement"). TO OBTAIN A COPY OF THE STATEMENT, ASK YOUR WESTERN UNION AGENT, CALL 1-800-562-2598 OR 1-800-235-0000 OR SEE WWW.WESTERNUNION.CA. Western Union and our Agents collect and use Information to: (i) authorize and process Service transactions, (ii) to manage our business, including the detection and prevention of fraud and other illegal activity, and (iii) for other purposes set forth in the Statement. Western Union may disclose the Information to: (i) the Receiver, (ii) our Agents and, (ii) if applicable, any Receiver bank and any intermediate banks or other financial institutions, as may be necessary to process and complete your Service transaction. Information may be disclosed to law enforcement and other governmental authorities to prevent, detect and investigate fraud or other illegal activity, as permitted or required by law, and as otherwise described in the Statement. We may use and disclose your contact information to our affiliates and third parties to allow us, and them, to offer products and services which may be of interest to you (for example, special offers or services from financial institutions and service companies, such as banks, credit card companies, insurance companies and brokerage houses; retailers, such as home furnishers, clothing stores and florists; catalogue companies; direct marketers; affiliated companies that offer financial services; and other non-affiliated companies with which Western Union has joint marketing agreements)(collectively, "Marketing Purposes"). YOU MAY WITHDRAW YOUR CONSENT (OPT OUT FROM) THE USE AND DISCLOSURE OF INFORMATION FOR MARKETING PURPOSES BY CALLING 1-800-235-0000 or 1-800-562-2598. Upon completion of your Service transaction, the Information may be retained by our Agents and/or Agent's financial institutions. In addition, a file containing the Information may be established and maintained, for the purposes set forth above, at the offices of our affiliate, Western Union Financial Services, Inc., at PO Box 4430, Bridgeton, MO USA 63044. Western Union may transfer the Information to affiliates or service providers that perform services on our behalf. The Information may be collected, used, disclosed, stored or processed by these affiliates and service providers in locations outside of Canada for the purposes set forth above. Western Union takes reasonable measures to ensure that our affiliates and service providers use and/or disclose the Information as directed by us; however, legal requirements of the foreign countries applicable to affiliates, Agents and service providers, including legal requirements to disclose the Information to government authorities in those countries, may apply. Subject to certain exceptions provided by applicable law, you have a right to access your file and to request the correction of inaccurate information by writing to Western Union at the address set forth below.

#### **MAILING AND BUSINESS ADDRESS:**

- Western Union Financial Services (Canada), Inc.
- 325 Milner Ave. , 14th Floor
- Toronto , Ontario,
- Canada
- M1B 5N1

#### **FOR CUSTOMER SERVICE PLEASE CALL 1-800-267-0486.**

The Western Union® Money Transfer™ service is provided by Western Union Financial Services (Canada), Inc., which is not an entity or affiliate of Scotiabank. Scotiabank shall have no liability to you in any way for the provision by Western Union of the services set forth in this Agreement.