



TERMS AND CONDITIONS

1. **GENERAL.** These Terms and Conditions (the "Agreement") in their current form were updated on June 16, 2017. As used herein, the terms "Viamericas", "we", "our" and "us" refer to Viamericas Corporation, together with its employees, directors, agents, successors, assignees, and affiliates (including Viamericas Financial Services Corporation, Viamericas Money Services Corporation, and Viamericas New York Corporation) and any fictitious trade name (including but not limited to the trade name "Vianex") under which Viamericas is officially registered to do business in any jurisdiction. The terms "you" and "your" refer to Customers, which are defined as individuals accessing the Service (defined in Clause 2) through any means – including website, mobile application, in-application money transfer module, call center, or authorized delegate.

BY ACCESSING AND USING ANY VIAMERICAS SERVICE YOU AGREE THAT YOU HAVE READ, AGREE WITH, AND ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME AT VIAMERICAS' SOLE DISCRETION. BEFORE USING THE SERVICE, PLEASE READ THIS AGREEMENT CAREFULLY SINCE IT DESCRIBES YOUR RESPONSIBILITIES AND LIMITS VIAMERICAS' LIABILITY AMONG OTHER THINGS. WE RECOMMEND THAT YOU PRINT OUT A COPY FOR YOUR RECORDS. DO NOT USE THE SERVICE IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT AND OUR PRIVACY POLICY.

We may modify this Agreement at any time. Any update, revision, amendment or modification made to this Agreement shall become effective and binding on all parties accessing and using the Service immediately following the time such terms are posted on the Viamericas website. Please check our website periodically for changes since use or access of our Service following any contractual alteration will constitute acceptance thereto. You agree that you shall not modify this Agreement and acknowledge that any attempts by you to modify this User Agreement shall be void.

2. **DESCRIPTION OF THE VIAMERICAS SERVICE.** "Service" is defined as a transfer of funds or value ("Funds Transfer") by Viamericas for a Customer. Services include, but may not be limited to, domestic and international money transfers, mobile top-ups, and bill payment processing.

The "Sender" is an individual who uses the Service to originate a transaction. The beneficiary designated by the Sender to receive the Funds Transfer is the "Recipient."

All Services will be performed pursuant to Sender's instructions. A "Transaction" is a specific instruction made by the Sender to send money or value through the Service that is eligible and that has been accepted by the latter pursuant to these terms and conditions. Payment of the Principal Amount (defined below) along with all applicable Transaction Fees (defined below) is due before any Transaction may be accepted and processed. Viamericas will not be responsible for any remittance request received until the full amount specified above has been credited or paid in full by means of any accepted form of payment. However, in the event that Viamericas advances payment for a Transaction requested and completed by a Sender, that Sender shall be liable for the full Transaction amount.

The "Principal Amount" is the money amount that the Sender provides Viamericas in acceptable form (e.g. in cash, check, bank deposits, money orders, debit and credit cards, etc.) for remittal to the Recipient, excluding applicable Transaction Fees and prior to any foreign exchange conversion rates being applied thereto. "Transaction Fees" include all fees, charges or money owing to

Viamericas which it collects above the Principal Amount before accepting to process any Transaction.

The "Payout Amount" will be the dollar Principle Amount or the resulting local currency amount converted pursuant to the applicable exchange rates published by Viamericas ultimately paid out to the Recipient at the payout location, after any taxes, fees, tariffs or charges levied under the laws of the Destination Country (the "Local Taxes or Charges") are deducted.

For Transactions funded through a debit of Sender's bank account, the Company will use micro-deposits wherein unique amounts sent to the Sender's bank account so that the Sender can verify his account by providing to Viamericas the amounts that the Sender sees on his bank statement.

3. **CONSUMER FRAUD AWARENESS.**

To decrease the likelihood of falling victim to fraudsters, Viamericas urges you to:

- a. Never send money, mobile phone top-ups, or pay bills for strangers;
- b. Never send money to pay for taxes or lottery winnings;
- c. Never send a money transfer for online purchases;
- d. Never deposit a check for someone who requests that you send a portion of the money back to them, because it can take months for the check to clear;
- e. Never send money in an emergency unless you have verified the veracity of the emergency; and,
- f. Closely guard the User ID used to access the Services.

Let us know immediately if you think that someone is trying to scam you, or if you suspect your User ID or password have been lost or stolen. We can be reached at 1-866-VIA-7272 or you can send an e-mail notification to customerservice@viamericas.com.

4. **FEES.**

Transaction Fee – In consideration for the use of the Viamericas Service Customer agrees to pay all applicable transaction fees ("Transaction Fee") plus the Principal (together referred to as the "Transaction Amount"). Payment is due at the time your Transaction is submitted for processing. Our Transaction Fee schedule is subject to change from time to time at our sole discretion.

Returned Item Fee – In addition to the Service Fee, we will charge a one-time Returned Item Fee of US\$35 per Transaction, or a lesser amount if limited by applicable law, if Viamericas' ACH payment request is rejected by your bank due to account closure or insufficient funds.

Servicing Fee – If Recipient does not claim or attempt to claim any money made available to that Recipient, we may attempt to contact the Recipient and/or the Sender, informing them of the procedure that must be followed to collect said funds. Transactions not disbursed or refunded to Sender pursuant to its instructions within 30 days following expiration of the order may be assessed a non-refundable Servicing Fee of two dollars (\$2.00) per month from the send date (or where such charge exceeds the maximum amount permitted by law, the maximum amount permitted by law), which will be deducted from the amount sent.

Third Party Fees – Viamericas is not responsible for any fees or charges that may be indirectly imposed to the Customer by other financial institutions used to transfer, credit or deposit the Transaction Amount. For example, some credit card issuers may treat the use of your credit card to pay for the Service as a "cash advance" rather than a purchase transaction, thus imposing additional fees and interest rates on the transaction.

Viamericas is not responsible for any insufficient funds charges, NSF fees, chargeback fees, or other, similar charges that might be imposed on you by your bank, credit card issuer, or other provider in

order to configure any Transaction. Similarly, if you submit a Transaction that results in Viamericas being charged non-sufficient fund fees, chargeback fees, or other similar fees, you agree to reimburse us for all such fees.

Unless otherwise required by law, Viamericas will not be responsible for certain third party charges or taxes collected on Transactions by a person other than Viamericas that may result in the Recipient receiving less than the a Transaction's disclosed amount.

Miscellaneous Fees – Certain additional fees and charges may apply for services not listed above. We will disclose the cost of any such services to you at the time you make the request, and you authorize us to charge any fees for these services to your bank account or balance of pre-purchased services.

5. **ELIGIBILITY.** The Service is available only to Senders who are U.S. residents, 18 years of age or older, who can form legally binding contracts. Viamericas may refuse or discontinue the Service to anyone at any time, in its sole discretion.

Only Senders who undergo a customer identification, verification and/or validation process may complete a Transaction using the Service. Customers will be required to accurately provide all of the information requested by Viamericas, and complete any forms and registration material that may be requested. Online customers must also validate their identity each time they wish to configure an online Transaction by satisfying all identity validation processes and procedures imposed by the websites and/or mobile applications which include but may not be limited to providing a unique user name and password ("User ID") that will identify them as a registered user. The User ID will be used for all subsequent connections to the Service, where applicable. Customers will be responsible for the safekeeping of such information and will be liable for the fraudulent or unauthorized use of their User ID.

Not Available to Certain Residents. The Service will only be available to individuals residing in jurisdictions where Viamericas is authorized and/or licensed to do business. People residing in states, countries, and jurisdictions where Viamericas is not licensed and/or authorized to do business may be restricted from accessing the service.

The Service is intended to be used to send money to Recipients that you know personally. Notwithstanding the previous, the Service may also be used to top up wireless carrier accounts, process payment of bills for select products and services, or make contributions to certain charitable organizations. The use of the Service is generally not available to send money to legal entities, although Viamericas may at its discretion allow such Transactions on an ad hoc basis. Customers should contact Viamericas' Compliance Department to request a Transaction to or from a legal entity.

6. **REPRESENTATIONS OF USERS.** By using this Service, you represent that:
- a) you understand and will abide by the terms of this Agreement;
 - b) you are not using the Service in connection with any illegal, fraudulent, speculative, deceptive or manipulative act or practice and therefore agree to use the Services only for bona fide and lawful purposes;
 - c) that all information you provide, including but not limited to your profile information and all data entered in connection with any Transfer or other transaction, will be complete, up to date, and accurate in all respects;
 - d) you have ensured that your contact, and bank account or debit/credit card information is up to date; and,
 - e) that you are not engaging in the following restricted activities: (1) opening more than one account with Viamericas; (2) using an anonymizing proxy; (3) providing a cash advance from

your credit card to yourself; and (4) using the Service to send or receive a transaction on behalf of another individual, charity, or company.

7. PAYMENT.

You may elect to fund Transactions using any payment method made available by Viamericas which include but are not limited to cash, ACH, and credit/debit card payments. When selecting ACH or debit/credit card as your funding option, you authorize Viamericas to debit the Principal Amount along with any applicable fees pursuant to the payment instructions you provide us at such time. You also authorize us to initiate debit or credit entries to bank account or credit/debit card balances to correct errors in the processing of any Transaction, provided that any such correction is made in accordance with your original authorization, applicable laws and regulations. Errors include reimbursements of incorrect payment amounts and resubmission of an adjusted amount as well as returns for amounts collected in excess to an amount authorized by a Sender. Upon identification of an error with your payment, Viamericas will use reasonable efforts to promptly contact you and advise you of the situation using the contact information you provided to the Company.

In addition, if you elected to funds a Transaction using your bank account or credit/debit card, you authorize the financial institution at which your bank account is maintained or your credit/debit card issuer to accept Automated Clearing House ("ACH") credits or debits to such account or appropriate charges and debits to your cards. You further authorize us to obtain information regarding your payment from the financial institution at which your bank account is maintained or who is responsible of issuing your credit/debit card to resolve payment posting problems. Your authorization will remain in full force and effect until we receive notification from you of its termination. Any termination will become effective as soon as we confirm receipt thereof or have had a reasonable amount of time to act on it.

If Viamericas payment collection attempts are declined or if for any other reason not attributable to Viamericas it is unable to debit a bank account, charge a credit/debit card, or collect from any other selected payment instrument for a Transaction you have originated that Viamericas has advanced and processed, you will be liable to us for the amount of that Transaction. You hereby authorize us to resubmit any outstanding charge up to two (2) times each week until we successfully collect any amount owing or receive an express stop order on your behalf.

8. TRANSACTION PAYOUT REQUIREMENTS.

Ensure that the account and currency details selected are correct before sending. If the details are incorrect, money may be credited to the wrong account and may not be recoverable. We rely on the accuracy of the information you provide, and generally do not allow for changes to Transactions once they have been submitted.

Since Recipients will be required to prove their identity before receiving any Funds Transferred by either presenting a valid, unexpired identification document listed in the acceptable forms of identification posted by the different payout correspondents, and/or providing a Transaction tracking number, the Sender is solely liable for the accuracy of all the information provided for identification purposes and will bear all responsibility for any delay attributable to such deficiencies. Customer grants Viamericas permission to store all such data, as necessary to provide the Service.

Our authorized payout correspondents are local banks, money exchange houses, and other third party service providers. Viamericas will attempt to provide up-to-date information regarding the location, availability, and hours of work of our payout agents. However, you agree that Viamericas will not be responsible for any inaccurate or incomplete information posted or presented to you. Sender appoints Recipient as agent for the purpose of receiving funds.

9. **CURRENCY EXCHANGE.** When the option is available, Funds Transfers may be remitted in U.S. dollars or the local currency of the destination country. A currency exchange rate may be applied when U.S. dollars are converted to another currency at an exchange rate that will be set by Viamericas pursuant to its business policies and disclosed at the time of each Transaction. The exchange rates established for conversion purposes to process any Transaction may result in additional revenue for Viamericas. Any difference between the exchange rate at which Viamericas purchases foreign currency and the exchange rate given to you will be kept by Viamericas in addition to the Transaction Fees charged. The currency and applicable exchange rate for any Transaction will be fixed at the time the transaction is configured and accepted and will be listed on the receipt issued for each Transaction. The exchange rate posted in the receipt will remain valid until the Transaction expires 30 days following the date they were configured.
10. **CANCELLATIONS AND REFUNDS.** You may cancel an international Transaction within 30 minutes of authorizing your Transaction, unless funds or mobile top-up have already been paid out to the Recipient. Cancellation requests that are submitted after the 30 minute window closes are ordinarily not granted. Request a refund by either selecting such option through the use of our website, app, or in-app module, or by requesting our Customer Service Representatives to cancel the Transaction.

Viamericas will refund cancelled transactions at no additional cost to the Sender within three business days of receiving a Sender's request. We will not be able to process your cancellation request unless and until we receive confirmation by our payout correspondents that such order has not been distributed, an effective stop order is in effect, and all transferred funds have been placed on hold. Viamericas will not be responsible or liable to you or any other person for its failure to cancel a Transaction before it is disbursed except as otherwise set forth in this Agreement or required by law. Customer will remain liable for previously authorized Transactions until Viamericas confirms the successful cancelation thereof.

Viamericas will try not to debit your payment instrument after we have received your request for cancellation. However, in the case where Viamericas initiated an irreversible request for funds from your financial institution prior to receiving your request for cancellation, your payment instrument may be debited after you have cancelled your Transaction. Viamericas will refund your money after it has received the funds from your financial institution, crediting the same payment instrument used to pay for the Transaction.

Notwithstanding the foregoing, residents of the below listed states should read the following:

- **California.** The following applies to Transactions configured by Senders in California:

RIGHT TO REFUND: You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if Viamericas does not forward the funds received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of funds to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.

If your instructions as to when the funds shall be forwarded or transmitted are not complied with and the funds have not yet been forwarded or transmitted you have a right to a refund.

If you want a refund, you must fax your written request to Viamericas at (301) 215-9295, or mail it to Viamericas Corporation, attn: Customer Service, 7910 Woodmont Avenue, Suite 220, Bethesda, MD 20814, USA. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code.

- **New Hampshire.** The following applies to Transactions configured by Senders in New Hampshire: Senders are entitled to a refund of the Principal and Transaction Fee if their Transaction is not paid out according to the information they provide about their Recipient, unless the Transaction is in violation of this Agreement or applicable law. In the case of any such refund, the Transaction will also be cancelled.
- **Washington.** The following applies to Transactions configured by Senders in Washington state: You, the customer, are entitled to a refund of all moneys received for transmittal within ten days of receipt of a written request for refund unless any of the following occurs:
 1. The monies have been transmitted and delivered to the recipient prior to receipt of the written request for a refund;
 2. Instructions have been given committing an equivalent amount of money to the person designated by the customer prior to receipt of a written request for a refund;
 3. Viamericas, or its authorized delegate, has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or
 4. Viamericas is otherwise barred by law from making a refund.

11. **ERRORS.** You have a right to dispute errors in your Transaction. If you think there is an error, contact us within 180 days of the Transaction at 1-866-VIA-7272 or send an e-mail notification to customerservice@viamericas.com . You can also contact us for a written explanation of your rights. If you notice an error related to our Service in your bank or credit card account, direct your questions and concerns immediately to Viamericas. Contacting Viamericas promptly is the best way to minimize potential losses.

12. **EXPIRATION.** If Viamericas has made a Funds Transfer available to a Recipient and Recipient has failed to claim such funds within 30 calendar days following the date when the Transaction was placed, the Transaction will automatically expire ("Transaction Expiration"). Viamericas will make the original Principal Amount minus all applicable Servicing Fees available for refund to the Sender.

For expired orders, Sender is only entitled to a refund of the Principal Amount less any applicable Servicing Fees, upon Sender's request. Refunds will be made within fourteen (14) days of receipt of a valid written request from Sender. Refunds may be made, at Viamericas' discretion, by issuing a check to the Sender, or by instructing any Viamericas Authorized Delegate in reasonable proximity to the Sender to make the refund to the Sender.

13. **DAILY AND TRANSACTION LIMITS.** Viamericas imposes Transaction limits on some or all Senders and Recipients relating to the value of any Transaction, the cumulative value of all Transactions during a period of time or the number of Transactions per day or other period of time. We will not be liable to you if we do not process a Transaction that would exceed any internally established transactional limits. Viamericas allows certain customers to exceed these limits if they have completed all of the required Special Services Transaction Forms, the Transaction is approved by Viamericas' Compliance Department, and the funds used to pay for the Transaction are wired directly from the customer's bank account to Viamericas' master customer funds account. We reserve the right to change or modify these limits without notice to you.

14. **TRANSACTION PROCESSING.** Viamericas may at its sole discretion refuse to process a Transaction or limit the amount that may be transferred using the Service. Transactions may also be delayed or cancelled by Viamericas without notice for reasons that include, but are not limited to: fraud and AML compliance review, identity verification, requests for additional information, and compliance with applicable laws. You may be entitled to a refund in certain circumstances.

15. **COLLECTION OF INFORMATION AND IDENTITY VERIFICATION.** By law, we are required to obtain, verify, and record information that identifies Senders and Recipients. Viamericas is

dedicated to aiding efforts to combat money laundering activities and the funding of illegal activities, and thus may also lawfully obtain information about you and the Recipient from other sources without your knowledge, subject to our Privacy Policy.

You hereby authorize us to make use of all available resources to validate the information that you provide us and to request any and all reasonable information that we may deem necessary. This may include asking you for additional information and the submittal of specific documents as well as requiring you to take steps to confirm the information you provide. You authorize Viamericas to additionally verify all information against third party databases and obtain any consumer report on you it considers necessary to evaluate your application for any lawful purpose and agree to accept all disclosure requests that may be reasonably requested by Viamericas directly from you.

You authorize Viamericas to request your mobile carrier to use your mobile subscriber details for verifying your identity. Those details may include name, billing address, email, and phone number.

If Viamericas is unable to verify the information you provide or you unreasonably refuse to collaborate with any of our information requirements, your application for a transaction may be rejected. Furthermore, if we ascertain you provided false information, your profile may be terminated and any pending transfers may be cancelled. In addition, you may be subject to civil and criminal penalties.

Information about you and your Transactions may be provided to government authorities and enforcement agencies.

16. **PROHIBITED TRANSACTIONS.** Services provided by Viamericas may not be used in violation of this Agreement or applicable laws. The use of Viamericas' Services for any of the following activities is strictly prohibited: gambling, sexually oriented materials or services, laundering money, funding terrorist organizations, and the sale or purchase of controlled substances, firearms, or tobacco.

Viamericas has the right to terminate your profile and to refuse to process (or may reverse) any Transaction if it believes, in its sole discretion, you are using the Service for any illegal or improper purpose or if: (a) any payment received is reversed because the payment information that was used was not authorized; (b) we have reason to believe any Transfer may not be authorized by you or you were aware the sufficient funds were not available in your bank account; (c) any Transaction involves funds subject to a hold, dispute or legal process preventing their withdrawal from the Bank Account or Debit Card Account; (d) any Transaction would violate any law, rule or regulation applicable to the Service, you or the financial institution where your Bank Account, Debit Card Account or Credit Card Account is held; (e) any Transaction is not in accordance with any other requirement stated in this Agreement or any of our policies, procedures or practices; or (f) for our mutual protection, we have reasonable cause not to process a Transaction request.

You agree that neither Viamericas nor any representative, collection agent, employee or payout correspondent will be held responsible or liable to you or any other person for such action except as required by law. Viamericas may report suspicious activity to appropriate law enforcement organizations or other government agencies when it deems necessary pursuant to its internal guidelines and rules.

17. **TRANSACTION HISTORY.** Upon request, Senders will be provided with access to the records of their Transactions completed within the preceding five (5) years. All Transaction information provided on the receipt will be available either directly online, by contacting our Customer Service Representatives at our Call Center, or by direct request to the Authorized Delegate who configured your Transaction. If Viamericas is required under applicable law to provide you with written statements, you acknowledge and agree that your activity history will be provided to you online in lieu of written statements, or may be printed by an Authorized Delegate.

18. **USER ID.** Your User ID should be stored in a safe place at all times. You agree not to give your User ID to any unauthorized individuals. If you forget your User ID you may retrieve it online or contact us at 1-866-VIA-7272 or by e-mail at customerservice@viamericas.com, or write to us at Viamericas Corp., 7910 Woodmont Avenue, Suite 220, Bethesda, MD 20814, USA.
19. **LOST OR STOLEN USER ID.** If you believe that your User ID has been lost or stolen or that someone has attempted or may attempt to send or receive funds using your User ID, or if you have any questions regarding the Service, call us at 1-866-VIA-7272 during regular business hours, write to us at Viamericas Corp., 7910 Woodmont Avenue, Suite 220, Bethesda, MD 20814, USA, or send an e-mail notification to customerservice@viamericas.com.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PRIOR TO VIAMERICAS' NOTIFICATION OF THE LOSS OR THEFT OF YOUR USER ID, YOU SHALL REMAIN RESPONSIBLE FOR ALL TRANSACTIONS INVOLVING YOUR USER ID, EXCEPT IN THE EVENT OF A VIAMERICAS DATA BREACH.

20. **DISCLOSURE OF INFORMATION TO THIRD PARTIES.** By providing transfer instructions, you consent to have your name and e-mail address being made available as identification to any Recipient that you designate to receive funds. Viamericas may share your transactional information with technology service providers and payout partners for the purpose of processing your transaction. Viamericas values your privacy. Please click here to view Viamericas' [Privacy Policy](#), which is incorporated herein by reference. You should check the Privacy Policy regularly for changes. Viamericas reserves the right to verify any of the information you provide.
21. **COPYRIGHT AND TRADEMARKS.** Viamericas brands and trade names, its web site, mobile applications and their content, and all other intellectual property rights (including but not limited to copyrights, patents, database rights, trademarks and service marks) are owned by Viamericas or third parties and all right, title and interest therein and thereto shall remain the property of Viamericas and/or its licensors, successors or other third parties. No right, title, or interest in any content or intellectual property is transferred whether as a result of downloading or otherwise. The use of all online content and other intellectual property requires the written permission of Viamericas or the applicable title holder. You agree not to copy, modify, publish, distribute or transmit Content or remove any copyright, trademark or other proprietary notice or legend contained on the site on the content (or printed pages thereof) unless expressly authorized in writing for that purpose by Viamericas or the applicable title holder. You further agree not to engage in or use any automated devices, data mining, robots, scraping or similar data gathering or extraction methods to access or use the Service. Viamericas and other names and indicia of Viamericas' products and/or services referenced herein are exclusive trademarks and service-marks or registered trademarks of Viamericas. Other product and company names appearing in the site may be the trademarks of their respective owners.
22. **LOCATION.** In order to better serve you, Viamericas may attempt to obtain your geolocation while you are logged into the website, application, or in-app module. Viamericas may require that you grant access to your location through your mobile device or other online platform.
23. **ELECTRONIC COMMUNICATION.** To the extent permitted by law, you consent to receipt in electronic form all of the disclosures we would otherwise be required to provide to you in paper form, including those listed below. Your consent will remain in effect until you withdraw it. You may withdraw your consent to receive further notices or disclosures electronically at any time by contacting us at 1-866-VIA-7272 or customerservice@viamericas.com and providing your name and mobile phone number or e-mail address and telling us you are withdrawing your consent. Withdrawal of consent to receive electronic notices will result in the closure of your account.

By providing Viamericas with a mobile phone number, you consent to receiving text messages from us to: (i) service your transaction, or (ii) investigate or prevent fraud. We will not use autodialed or prerecorded calls or texts to contact you for marketing purposes unless we receive your prior express written consent. You do not have to agree to receive texts to your mobile phone number in order to use the services offered by Viamericas. You can decline to receive texts to your mobile phone number in several ways, including by replying "STOP" to our text message or contacting customer support. Standard telephone minute and text charges may apply.

If you provide us with the mobile number of any other person or entity when initiating or requesting a payment through the Service, you represent and warrant to us that the person or entity has consented to receive text messages from us related to that payment. Standard text messaging rates may apply based on your plan with your mobile phone carrier."

24. **GENERAL COMPLIANCE WITH LAWS; INDEMNITY.** You shall comply with all applicable laws, statutes, ordinances and regulations regarding your use of the Service. You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, employees, agents, and consultants harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, your use of our website, your violation of any law or the rights of a third party, or otherwise arising out of your use of the Service and any intentional wrongdoing.
25. **PROBLEMS WITH SERVICE.** Please let us know if you think there has been an error or problem with your remittance transfer. Call us at 1-866-VIA-7272, send us an e-mail at customerservice@viamericas.com, write to us at Viamericas Corp., 7910 Woodmont Avenue, Suite 220, Bethesda, MD 20814, USA, or visit the File a Complaint page on our website.

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- Your name and address or telephone number;
- The error or problem with the transfer, and why you believe it is an error or problem;
- The name of the person receiving the funds, and if you know it, his or her telephone number or address; and
- The dollar amount of the transfer; and
- The transaction number.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Residents of certain jurisdictions may also consider the following:

- Alaska. If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with Viamericas, you may contact the Alaska Department of Commerce, Community and Economic Development, Division of Banking and Securities, Money Service Businesses at (907) 269-4594 or by mail at: 550 West Seventh Avenue, Suite 1850, Anchorage, AK 99507.
- California. If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with Viamericas, you may contact the California Department of Business Oversight at its toll-free telephone number, 1-800-622-0620, by email at consumer.services@dbo.ca.gov, or by mail at Department of Business Oversight, Consumer Services, 1515 K Street, Suite 200, Sacramento, CA 95814.

- Colorado. Entities other than FDIC-insured financial institutions that conduct money transmission activities in Colorado, including the sale of money orders, transfer of funds, and other instruments for the payment of money or credit are required to be licensed by the Colorado Division of Banking pursuant to the Money Transmitters Act, Title 12, Article 52, Colorado Revised Statutes. If there are questions or concerns regarding a transaction with a licensee, please contact the Colorado Division of Banking at 303-894-7575 or by mail at: Colorado Division of Banking, 1560 Broadway, Suite 975, Denver, Colorado 80202. Consumer complaints should be in writing, providing as much detail as possible. Please include the following information:
 - The name of the institution and the name of any person(s) at the institution with whom the complainant has had contact. Include telephone number(s) and addresses.
 - A complete description of the complaint and any efforts that have been made to resolve the complaint directly with the institution.
 - Copies of any available documentation supporting the complaint and efforts toward resolution.
 - Any suggestions regarding a preferred resolution of the complaint.

- Illinois. If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with Viamericas, you may contact the Illinois Department of Financial and Professional Regulation toll free at 1-888-473-4858.

- Maryland. The Commissioner of Financial Regulation for the State of Maryland will accept questions or complaints from Maryland residents regarding Viamericas Corporation at: Commissioner of Financial Regulation, Attention Complaint Unit, 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, toll-free telephone number: 1-888-784-0134.

- Massachusetts. If you are a resident of Massachusetts and you have an unresolved complaint, you may contact the Consumer Assistance Section of the Massachusetts Division of Banks at (800) 495-2265 ext. 501 (outside of Massachusetts, call (617) 956-1500 ext. 501), or by sending a written complaint to the Division of Banks, 1 South Station, Boston, Massachusetts 02110.

- Minnesota. Send an email to customerservice@viamericas.com to voluntarily disqualify yourself from sending or receiving Transactions with Viamericas. All requests will expire one year from the date of request, unless requested for longer, or until you terminate the request in writing. Viamericas may automatically inform the Minnesota Department of Commerce Financial Institutions Division to include such individual on Minnesota's "No Transmit List." The Financial Institutions Division may from time to time provide the "No Transmit List" to Viamericas and any individuals on such list shall be unable to send or receive Transaction. Please see Minn. Stat. 53B.27 for more information on the "No Transmit List."

- Texas. After first contacting Viamericas, if you are a Texas resident and you still have an unresolved complaint regarding Viamericas money transmission or currency exchange activity, please direct your complaint to: Texas Department of Banking: 2601 North Lamar Boulevard; Austin, Texas 78705; 1-877-276-5554 (toll free);
 - <http://www.banking.state.tx.us>.

- Washington. Complaints concerning money transmission (Including currency exchange) may be filed with the State of Washington Department of Financial Institutions by using any one of the methods below:
 - By Mail: The State of Washington, Department Financial Institutions, P.O. Box 41200, Olympia, WA 98504-1200
 - By Phone: (360) 902-8811 or (877)-RING DFI (877-746-4334)
 - By E-mail: CSEnforceComplaints@dfi.wa.gov
 - Online: <http://www.dfi.wa.gov>

26. **RESOLUTION OF DISPUTES BY ARBITRATION.** Any dispute or claim arising from or relating to the provision of the Service that involves a claim by you or any claims made by anyone connected with you or claiming through you for less than \$10,000, exclusive of interest, arbitration fees and costs, shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Arbitration Rules for the Resolution of Consumer Related Disputes. Any other dispute or claim arising from or relating to the Service shall be settled by arbitration administered by the AAA under its Commercial Arbitration Rules, with such arbitration to be held in Bethesda, Maryland.

If you initiate the arbitration, you must notify us in writing at Viamericas Corporation/Office of the General Counsel, 7910 Woodmont Avenue, Suite 220, Bethesda, MD 20814, USA. If we initiate the arbitration, we will notify you at the last known postal or e-mail address on file with us. If we initiate arbitration and/or any legal action to collect money owed to us under this Agreement, and if we substantially prevail on our claims in arbitration, you agree to pay all our costs for such arbitration and/or action, including any reasonable attorneys' fees. Judgment on any award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction thereof.

The parties agree that neither of them shall have the right to participate as a representative or a member of any class of claimants pertaining to any claim subject to arbitration under this Section 23 and that claims of third parties shall not be joined in any arbitration between the parties. The parties acknowledge and agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. §1-16.

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief. In addition, disputes involving claims that you have infringed or have threatened to infringe our intellectual property rights are not subject to arbitration. If any portion of this Section is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Section.

THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, THEY ARE WAIVING ALL RIGHTS TO A TRIAL BY COURT OR JURY AS A MEANS OF RESOLVING ANY DISPUTES ARISING OUT OF OR RELATING TO THE SERVICE. This provision does not prevent you from contacting the appropriate regulatory agency with any questions or complaints (see "Problems with Service" below). Within 30 days after initiating a transaction, a Customer may opt-out of this provision by emailing customerservice@viamericas.com with their request to opt-out.

27. **CLASS ACTION.** Customers agree that all legal actions or claims arising from or relating to any Transaction or the Services shall be brought in their 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, Customer may opt-out of this provision by emailing customerservice@viamericas.com with their request to opt-out.

28. **LIMITED LIABILITY CLAUSE.** UNLESS APPLICABLE LAW REQUIRES OTHERWISE, IN NO EVENT SHALL VIAMERICAS, ITS AFFILIATES, SERVICE PROVIDERS, OFFICERS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

CONSEQUENTIAL OR EXEMPLARY DAMAGES BEYOND THE SUM OF \$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND TRANSACTION FEES).

IN NO EVENT SHALL VIAMERICAS OR ANY OF ITS AFFILIATES, BE LIABLE ON ANY LEGAL OR EQUITABLE GROUNDS FOR LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE USE OF VIAMERICAS WEB SITE OR APP AND THEIR CONTENTS, OR ANY PRODUCTS OR SERVICES OFFERED BY VIAMERICAS OR THIRD PARTIES (WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF VIAMERICAS OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. VIAMERICAS SHALL NOT BE LIABLE FOR THE ACTS OR OMISSIONS OF THE RECIPIENT'S BANK, SERVICE PROVIDER, OR THEIR RESPECTIVE REPRESENTATIVES, UNLESS APPLICABLE LAW REQUIRES OTHERWISE.

29. **TERMINATION.** Viamericas, in its sole discretion, may terminate this Agreement, your access to Viamericas' web site or your participation in the Service without notice and for any reason at any time, including but not limited to, tampering, hacking, modifying or otherwise corrupting the security or functionality of the Service. In the event of termination, the Principal Amount of any pending Transaction will be refunded.
30. **LINKS TO OTHER WEBSITES.** The Viamericas website may contain links to other web sites and resources (the "Linked Websites"). Links do not imply that Viamericas is associated with or endorses a Linked Website, or is legally authorized to use any trademark, trade name, logo or author symbol displayed in or accessible through the links, or that any Linked Websites endorse or are authorized to use any trademark, trade name, logo or author symbol of Viamericas or any of its affiliates.
31. **OTHER TERMS AND CONDITIONS.**
- a) **APPLICABLE LAW.** THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF MARYLAND, WHETHER OR NOT YOU LIVE IN MARYLAND, WITHOUT REGARD TO THEIR PROVISIONS WITH RESPECT TO CONFLICTS OF LAW.
 - b) **COOKIES.** Viamericas reserves the right to store information on your computer or other electronic device in the form of a "cookie" or similar file. We use such files to present the Site to you more quickly and in a way that is tailored to your pattern of use and stated preferences. We may also use cookies to aid in fraud prevention and security. You may delete or disable our cookie file after each visit to our Site, but this will slow your access to the Site on the next visit.
 - c) **ASSIGNMENT.** We may assign this Agreement without obtaining your consent. You may not assign or transfer this Agreement without our prior written consent.
 - d) **OPT OUT.** Please see our Privacy Policy to instructions regarding how to opt out of email, push notifications and/or SMS notifications from Viamericas.
 - e) **PROVISIONS SEVERABLE.** If any provision of this Agreement is held to be invalid or unenforceable, the rest of this Agreement will not be affected.
 - f) **LEGAL ACTION.** If we initiate any legal action to collect money owed to us under this Agreement, you agree to pay all our costs for such action, including any reasonable attorneys' fees.
 - g) **LICENSES.** Most states in the United States require money transmitters to be licensed. An updated list of our licenses can be found on our website by clicking [HERE](#).
 - h) **TAXES.** Transaction funds may be subject to withholding by payout correspondents to pay certain taxes and charges levied under the laws of the country where the Transaction was directed to be paid out.
 - i) **DISCLAIMER OF VARIOUS WARRANTIES.** Except where expressly stated otherwise, and to the extent permitted by law, the following applies:
 - i. WE PROVIDE OUR WEB SITE, APP, IN-APP MODULE, AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY.
 - ii. VIAMERICAS IS NOT A PARTY TO, AND DISCLAIMS ALL RESPONSIBILITY FOR, THE UNDERLYING TRANSACTION FOR WHICH A FUNDS TRANSFER IS MADE THROUGH

VIAMERICAS. VIAMERICAS DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATED TO THE VIAMERICAS SERVICE INCLUDING ANY PRODUCTS OR SERVICES OBTAINED THROUGH VIAMERICAS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF INFORMATION OR OTHERWISE, AND ANY WARRANTY WITH RESPECT TO THE ABSENCE OF PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT OR THE LIKE.

- iii. Viamericas does not endorse and is not responsible for the accuracy of any statement, opinion, or advice given nor for the reliability of any product or service offered by anyone other than Viamericas.
- j) **ACKNOWLEDGEMENT.** You acknowledge that Viamericas is not a bank, and that any interest earned on funds awaiting clearance will be the property of Viamericas. You acknowledge that Viamericas is not an escrow service.
- k) **MOBILE SERVICES.** The Service is also accessible via a mobile device. To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates and other fees may apply.
- l) **CONTACT INFO UPDATES.** You must promptly update your customer profile following a change of e-mail address, phone number, or address. Otherwise, Viamericas may not be able to inform you of important customer notifications or transactional information.
- m) **LANGUAGE.** In the event of an inconsistency between the English and non-English text language text on or related to our website, app, or in-app module, the English text shall be binding.