

WORLDWIDE FINANCIAL CONSULTANTS

GENERAL TERMS AND CONDITIONS FOR REMOTE MONEY TRANSFER SERVICES

PLEASE READ THIS AGREEMENT CAREFULLY. BY ACCESSING THE WEBSITE OR USING THE SERVICE, YOU AGREE TO BE BOUND BY (1) THIS AGREEMENT, (2) THE WORLDWIDE FINANCIAL CONSULTANTS GLOBAL PAYMENTS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THESE TERMS, PLEASE DO NOT ACCESS THE WEBSITE OR USE THE SERVICE.

NOTE:

WFC is an Agent of City National Bank of New Jersey, a federal chartered bank. All money remittance services are fulfilled by City National Bank of New Jersey. All monetary transmissions are in compliance with federal banking regulations and state licensing requirements pertinent to Money Services Business. Through its federal charter license, City National Bank is able to promote its Money Remittance Service in all fifty U.S. states and international markets.

USER AGREEMENT

THE HEADINGS CONTAINED IN THIS AGREEMENT ARE FOR REFERENCE PURPOSES ONLY.

This document describes how you should use our Service and the conditions to which you are subject when you use it.

These **General Terms and Conditions for Remote Payment Services** (hereinafter "the **User Agreement**" or "**Agreement**"), govern the relationship between you (hereinafter "**Customer**") and Worldwide Financial CONSULTANTS (WFC) Global Payments, LLC doing business as "Clicktransfer" (hereinafter "**WFC**" or "Company"), with respect to the use of this money remittance website (for purposes of this Agreement, "website" includes our mobile websites, and our mobile applications) and the services associated with it ("Service").

As used throughout this Agreement, the terms "WFC", "Company", "we", "us", and "our" refer to Worldwide Financial CONSULTANTS Global Payments, LLC doing business as "Clicktransfer" together with its employees, consultants, directors, successors, subsidiaries, affiliates, and assignees. The terms "you," "your," and "Customer" refer to users of the Service, whether in their capacity as senders, recipients, beneficiaries, or visitors to our websites.

1. Interpretation.

The legal relationship created between WFC and the Customer (hereinafter referred to as "the **Parties**"), is a valid contract and its will is expressed solely, exclusively and completely by this Agreement.

In case there is any contradiction between these general conditions and the terms and conditions of a specific service, the terms and conditions of a specific service shall always prevail.



2. Scope of application of this Agreement.

The conditions contained in this document will apply to the money remittance and monetary transfers conducted through our platform.

These general conditions apply to the contracting of products, services and transactions that WFC, as payment service provider, agrees to provide its Customers and apply to the following WFC payment services and operations:

- Deposit taking and saving ;
- Money transfers;
- Issuance and receipt of individual and bulk transfers, sporadic or permanent, national or international, between users of payment services located overseas (OFAC permitted jurisdictions only);
- Transactions in which the consent of the payer is transmitted by means of telecommunication, digital or computer devices, and the payment is made through the operator of the network or telecommunications or computer system, acting only as an intermediary between the Customer and WFC.

3. Use of the Service and Age Eligibility of Users.

You must be at least eighteen (18) years old to access or use the Service as a Sender. You must be able to form legally binding contracts under applicable law.

You may only use WFC to save and send money transfers to family and friends. You may not submit or receive a money transfer on behalf of any other person or entity.

4. Use WFC for legal purposes only.

You should never use WFC to send or receive a money transfer that may be unlawful. You should only send money for legal purposes, and only to people you know, such as your family and friends. To ensure the correct use of our services, we utilize proprietary compliance and anti-fraud policies and procedures, which are mandated by the Bank Secrecy Act, the USA Patriot Act, and other applicable U.S. laws and regulations.

If we detect that you or your recipient are engaging in illegal activities, using WFC for commercial purposes, or otherwise violating WFC User Agreement, we have the right to modify or discontinue your use of the WFC service immediately, and we will take action against your account.

5. Responsiveness of Service.

The speed of money transfer service is subject to several factors including but not limited to the following:

- Approval by the WFC proprietary anti-fraud verification system;
- Funds availability from sender's payment account (checking, credit, or debit card);
- Recipient country banking hours and banking system availability;

- Difference in time zones, weekend bank processing availability and local bank holidays; and Receiving agent hours of operation

6. Identification and Authentication Mechanisms.

We need your email and mobile to identify you as a user. To confirm that we have received your information correctly we will send you an email with a link and an SMS with a code to activate your account.

As a means of identifying Customers to perform operations through the WFC web application, Customers should provide their contact email address and the password they will use to access the online platform. Once the contact details are provided, Customers will receive an email with a link which they will have to access to activate their user accounts. When accessing the link that is provided via email, Customers are required to enter a one-time password received on the mobile phone provided as contact number.

The Customer undertakes to preserve the confidentiality of the information provided to WFC for authentication. In case of loss, theft, or any event that could affect its confidentiality, the Customer must inform WFC immediately. Until WFC is notified, WFC will be released from all responsibility carried out in such time interval.

7. Operation, Transaction Fees, Authorization to Charge and Cellular Phone Charges:

Transaction Fee:

For each Transaction you make, WFC may charge a commission in addition to the money you want to transfer. Depending on the payment mode you elect, there could be an additional commission charged by the payment gateway.

Authorization to Charge:

For each transaction you make, you agree to pay WFC a transaction fee (the "transaction fee") in addition to the monetary amount of the transaction. Additional fees may apply when you submit a Transaction that results in non-sufficient fund or chargeback. You agree to reimburse WFC for fees incurred.

In order for WFC to collect payment from you, you hereby authorize WFC to access, charge, or debit funds from any of the payment instruments you provide us in connection with your use of the Service including but not limited to credit card, debit card or bank account (hereinafter " WFC Account"). If your payment fails or is insufficient, we may re-try debiting your WFC Account one or more times or you may authorize us to debit a different form of payment. For example, if there are insufficient funds in your bank account at the time you submit the Transaction, upon obtaining your authorization and specific instructions, we will debit the alternative form of payment disclosed by you.

You hereby represent and warrant that you are the lawful owner or have legal rights over the payment instrument(s) you disclosed to WFC.

Operation:

Given that a certain period of time may elapse from the time you start the Transaction until it is effectively enforceable, there may be variations, positive or negative, in relation to the exchange rate to be applied in the transaction in question.

You can request a confirmation of execution of the Transaction in addition to seeing the summary and the status of your Transaction on our website.

As a means of testing the operations performed, WFC keeps digital records of all transactions.

8. Receipt and Execution of Transactions.

Upon receipt of a Transaction order, WFC may: (i) accept it and proceed with its execution; (ii) require confirmation or additional information from the Customer if WFC deems it necessary for any reason; (iii) block the transaction in case of security problems or (iv) reject the transaction in accordance with the provisions of the following clause.

The moment WFC receives notice of the Transaction is deemed to be the Transaction time. If the time of receipt is not a business day for WFC, the Transaction will be deemed received the next business day. Upon informing the Customer, WFC may establish a deadline or cut off time on any given day for which transactions occurring any time thereafter shall be considered to be received the next business day. Execution of the Transaction is made at the moment WFC has all necessary funds available to be remitted.

9. Beneficiary's Requests.

Beneficiaries or recipients may initiate a money remittance request on behalf of the sender.

Saving and sending requests:

- No fees; you can save or send requests to loved ones for free;
- To receive your request, your sender does not need to have a WFC account. To fulfill your request, however, the sender must register and create an account with WFC. If they don't already have one, they can create one by providing basic information.
- You can send requests to any of your friends and family members all over the world.
- To check on your request status, log into your account and select "My requests." You can then see if your request is pending, requested, cancelled, accepted, or declined.

10. Currency exchange.

The applicable exchange rate to your Transactions shall be the rate in effect on the day that we receive your payment, not the day you order the Transaction. If we receive your funds on a non-business day, the currency exchange rate to be applied will be the rate in effect on the next business day (when financial markets open up).

WFC will only provide a currency exchange service associated with the Transaction contracted by the Customer pursuant to this Agreement.

We and the intermediary service providers may profit when you pay for a Transaction in one currency and the Transaction is paid out in another currency, which is based on the difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you. You agree, when you send a Transaction to a Beneficiary's bank account, that the bank account is denominated in the same currency as the Transaction (e.g., if your Transaction calls for us to deposit Euro into the Beneficiary's bank account, then you confirm that the Beneficiary's bank account is denominated in Euro).

11. Restricted Activities. As a user of our websites or Service or in the course of your interactions with the Service, you agree not to:

- a. Breach this User Agreement, or any other agreement between you and Company;
- b. Open more than one account;
- c. Provide false, inaccurate, or misleading information;
- d. Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- e. Use an anonymizing proxy;
- f. Provide yourself a cash advance from your credit card (or help others to do so);
- g. Share Transaction numbers or information with anyone except the Service Company, or Beneficiary. Furthermore, you will advise the Sender or Beneficiary not to share Transaction numbers or information; or
- h. Violate any other restrictions in this User Agreement.

12. Security.

We are committed to securing your financial information and employ proven technology to protect and secure your personal information. WFC has established adequate procedures for the recovery of user data.

The access by the Customer to the payment services contracted through the WFC web application will be carried out through identification and authentication mechanisms using personal user data (combination of your unique use keys, email, username and password, non-transferable keys, and electronic signature).

Your electronic signature has the same validity as your written signature and it entitles you to utilize our money remittance services.

It is your responsibility to keep your signature data secret. The Customer must properly safeguard its personal user data that WFC provides for the use of the Services, as well as to ensure its valid use and strictest confidentiality.

13. Security Waiver.

The Transactions carried out will be valid and will have full legal effects provided that the access keys and the electronic signature are in compliance and the conditions established in this Agreement are fulfilled.

Please be aware that if someone uses your electronic signature and personal data to initiate an order, WFC will proceed with the remittance accordingly.

WFC will be relieved of any responsibility derived from those operations that would have taken place prior to the notification of the loss, theft of the access keys or electronic signature by the Customer.

The Customer is solely and fully responsible for the operations made using the personal data and electronic signature prior to the Customer's notification to WFC of the loss or theft. Further, the Customer accepts these transactions as if they were made by him/her even if they were made by a person other than the Customer or authorized person.

For security reasons, when a number of consecutive errors occur in the provision of the password or the electronic signature, WFC may choose to have the services blocked and the password or the electronic signature canceled. After such cancellation, the electronic signature and passwords will be re-issued upon receiving Customer's request.

WFC is exempt from any liability that may arise from improper, incorrect or negligent use of the user personal data, from its loss, theft, or subtraction, from its assignment to third parties, or from any other act or omission of the Customer or of a third party that makes fraud possible.

14. Disclaimer for the operation of WFC web application.

WFC is not liable for your use of our service in violation of our User Agreement, including all risks associated with the purchase of goods or payment for services of any kind, such as (but not limited to) losses you suffer for undelivered or defective goods and services you pay for using the WFC service.

WFC is not responsible for any damage or error that arise from using its website.

WFC will provide its services and contents through our website in a continuous way using all the technical means at its disposal to carry out such service satisfactorily.

WFC is not responsible for damages of any nature that could derive from the availability and technical continuity of the operation of the website or lack of it. In particular, WFC does not guarantee that access to this website is uninterrupted or error-free. Under no circumstances shall WFC be liable for any losses or damages of any kind arising from access to and use of the website, including, but not limited to, those caused to computer systems or those caused by the introduction of viruses. In any case, WFC will carry out all the necessary actions to restore its services in case of technical failure in due time and form.

WFC may, when it deems it appropriate, make corrections, improvements or modifications to the information contained in the website, without creating any right of claim or compensation or acknowledgment of any liability.

WFC is not liable for damages and losses of any nature that could derive from the knowledge obtained by unauthorized third parties of the Customer's personal data or the Customer's use of the website.

15. Disclaimer of liability for the improper use of Customer's personal data.

WFC is not responsible for the theft of passwords or its consequences.

The Customer is solely and exclusively responsible for the protection of personal data and transactions done on the website utilizing the Customer's information. WFC is not responsible for the improper use of Customer's personal data and the consequences derived from the misuse by the Customer or unauthorized third parties.

16. Disclaimer for acts or omissions of third parties.

WFC is not responsible for the damages that your actions may cause if you do not follow WFC's instructions.

In no case will WFC be liable for any kind of damages, whether actual, indirect, or otherwise, or for the loss of profits that may have been incurred by the Customer, as a result of actions or omissions, delays, or defective fulfillment of the Customer and/or third parties, such as, without limitation, any other payment service provider or banking entity, or as a result of any failure or delay of any electronic or fax transmission, abnormal situations, unpredictable situations and cases of force majeure. Nor shall WFC be responsible for any delay or breach of its obligations that is motivated by the imperative application of a legal provision or order of a competent authority.

17. Transactional Records.

By accepting these conditions, you authorize us to save your data and information pertinent to all of your transactions.

The Customer and, as the case may be, the user, expressly authorize WFC to record, electronically or by any other means, all data in relation to operations, or consultations performed in relation to the Transaction. The records resulting from the aforementioned recordings constitute the documentary basis of this Agreement and may be used as evidence in any judicial or extrajudicial proceeding that may derive from this Agreement, its annexes and any contracts associated with the same. WFC undertakes to keep the records under the time period established by law.

18. Collection of information

- a. **Privacy Policy.** By agreeing to this User Agreement, you acknowledge and consent to our Privacy Policy which is an agreement between you and the Company. The Privacy Policy can be found on our [website](#).
- b. **Customer Identification Program.** To help the government fight the funding of terrorism and money laundering activities, the law requires that we obtain, verify, and record information about you. We may require that you provide us with nonpublic, personal,

identifying information about you, your Recipient or your Beneficiary. We may also lawfully obtain information about you from other sources without your knowledge, including non-personal identifying information that we may obtain while you visit our websites.

- c. **Government Disclosures.** We may provide information about you and your Transactions to government authorities and enforcement agencies, as described in our Privacy Policy.

19. Communications with the Customer.

We will keep you informed through electronic means (email or SMS and other digital means such as pop-up messages or push notifications).

All communications or notifications to be made to the Customer shall be made in electronic format, telephone, fax or other similar means; WFC is not responsible for sending printed communications on paper, unless expressly agreed with the Customer for a particular matter.

20. Modification of the Terms and Conditions.

If at any time WFC changes the conditions of the service, after publishing those conditions on WFC website, it will be assumed that you have accepted and are therefore bound by them on your future transactions. Notwithstanding the foregoing, all modifications that WFC considers favorable to the Customer may be automatically applied, without any prior notice or prior written consent.

21. Suspension

WFC may block or suspend any Transaction and/or use of the Services by the Customer in the event that WFC has reasonable doubts as to: (i) the security of the payment system or a specific transaction ; (ii) the fraudulent use of the payment system or the possible existence of fraud in relation to a particular Transaction; and (iii) if the Transaction is carried out against a credit granted by WFC to the Customer and WFC considers that there has been a significant change in the risk of non-payment by the Customer.

22. Regulations.

The Customer expressly agrees that the validity and execution of this Agreement are subject at all times to current regulations related to: (i) money services business both at the national and international levels, (ii) national and international banking compliance and regulations, as well as (iii) consumer protection and fraud prevention.

