

## 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"). In the event there is any inconsistency between the English version of this Agreement and the French version, the English version shall be binding.

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. Western Union may limit the ability to send Money Transfers to certain countries, in accordance with applicable law and its policies. Money Transfers will normally be paid to the Receiver in cash, cheque or a combination thereof, or in selected U.S locations via a Western Union payout card, subject to currency availability and the conditions applicable to the selected payment location. 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.

Certain money transfer services, transfers that exceed certain principal amounts, and/or transfers to certain destinations may take longer or be subject to additional restrictions. At the time you select your destination country through the Website, you will be provided the opportunity to review the restrictions applicable to sending Money Transfers to such country. Alternatively, you may call the Customer Service telephone number listed below to obtain such information. For certain international destinations, the Receiver must provide the answer to a test question provided by the Sender ("Test Question") in order to receive a payout for some or all Money Transfers to that destination, and in those destinations, the Receiver may be required to provide either proper identification or the correct answer to the Test Question, or both, to receive payment. Please contact Western Union at the Customer Service telephone number listed below for current information regarding the availability and/or the necessity of Test Questions for your selected destination.

Western Union reserves the right to limit the principal amount of a Money Transfer, or to decline to accept or pay any Money Transfer that it or its agents determine in their sole discretion violates any applicable law or Western Union policy. When required by applicable law, Money Transfers sent or received in Canada will be reported to federal, provincial, local and/or foreign authorities. In order to complete a Money Transfer transaction, you will be required to provide Western Union with certain information to allow us to verify your identity and or/to complete the transaction. Please refer to Western Union's Online Privacy Statement for information concerning Western Union's use of this and other personal information.

Western Union provides the Money Transfer Service internationally through its affiliates, third party agents, and representatives and payouts to Receivers will be made through such persons and entities.

#### **FEEES, 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.

**Payment.** Transfer fees and the principal amount are due and payable before Western Union processes the transaction. You must pay for the Service with funds from your Scotiabank account. If you do not have sufficient funds in your bank account, or if Western Union does not receive authorization from Scotiabank, the transaction will be not be processed and funds will not be transmitted to the Receiver. Western Union assumes no liability for damages resulting from or arising out of non-payment of the Money Transfer by reason of non-receipt of authorization from Scotiabank. Each time you use the Service you agree that you have authorized Scotiabank to debit your designated Scotiabank account for the principal amount, the transfer fee and any other applicable fees. (Your agreement with Scotiabank governs your use of your bank account, and you must refer to that agreement to ascertain your rights and liabilities as an account holder).

## **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 Sender's 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.

## **RESOLUTION OF DISPUTES**

Any dispute, controversy or claim arising from or relating to this Money Transfer shall be referred to and finally resolved by arbitration administered by ADR Chambers Inc. ("ADR Chambers") under the ADR Chambers Arbitration Rules. Unless the parties mutually agree or the arbitral tribunal determines that the arbitration shall proceed in writing, by telephone conference, or otherwise without an oral hearing, such arbitration will be held in the most populous city in the province from which the Money Transfer was sent, or in such other location as the parties may mutually agree. Each party shall bear its own lawyer's, expert's and witness fees, which shall not be considered costs of arbitration. 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 paragraph and that claims of third parties shall not be joined in any arbitration between the parties. If any portion of this paragraph is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this paragraph. **THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT AS EXPRESSLY PROVIDED IN THIS PARAGRAPH, 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 THIS 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. THESE CONDITIONS CANNOT BE CHANGED OR SUPPLEMENTED ORALLY.

Western Union and its agents reserve the right to decline to send or refuse to pay any money transfer that either of them determines in their sole discretion violates any applicable law or Western Union Policy.

**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.