

**WESTERN UNION® MONEY TRANSFER<sup>SM</sup> SERVICES ("TRANSFERS") ARE PROVIDED ON THE FOLLOWING TERMS AND CONDITIONS**

Western Union Japan K.K. ("WU Japan") offers Type 2 Fund Transfer Service

**STANDARD TIME FOR TRANSACTIONS**

Western Union Japan K.K. ("WU Japan") transfers (funded in cash) can be sent and picked up at most locations of Agents ("Agents") of Western Union Group (including WU Japan) worldwide (collectively, "Western Union"). Regular Transfers are usually available within 10 minutes for pick up by the receiver, subject to the opening hours of the payment location. The Next Day/2 Day and account-based money transfer services are available upon request to limited countries. The money sent using the Next Day/2 Day money transfer service will be available for collection within 24 and 48 hours respectively. Account-based money transfer services are available to limited countries, and generally take up to 5 business days, though transfers to mobile wallets are often available within minutes. 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. Call the number below for details. Some locations are open 24 hours.

**PAYMENT**

Transfers will normally be paid in cash, but some Agents may pay by cheque or a combination of cash and cheque or may offer or the receiver may choose other ways to receive funds and some money transfers may be paid to accounts. All Transfers are subject to availability, receivers showing documentary evidence of their identity and providing all details about the money transfer required by Western Union, including sender's and receiver's names, country of origin, approximate sum, MTCN and any other conditions or requirements applicable at the Agent location. The sender authorizes Western Union to honor the receiver's choice of method to receive funds even if it differs from the sender's. Transfers shall be paid to the person that Agents deem entitled to receive the Transfer 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 the "To Send Money" form 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.

Applicable law prohibits money transmitters from doing business with certain individuals and guidelines applicable to such laws provide the rules to prevent transactions with anti-social forces. Western Union is required to screen all transactions against lists of names provided by the governments of the countries in which we do business, including the US Treasury Department's Office of Foreign Assets Control (OFAC), the European Council, the Japan Financial Intelligence Center and lists of anti-social forces. If a potential match is identified, Western Union researches the transaction to determine if the name matched is the Individual on the relevant list. On occasion, customers are required to provide additional identification or information, delaying transactions. This is a legal requirement for all transactions processed by Western Union (inclusive of transfers that originate and terminate outside of the US). Western Union shall avoid any connection with

any anti-social forces. You acknowledge and confirm that in line with applicable law, funds sent or received shall not, directly or indirectly be to/ from North Korea or Iran (or such other countries as may be prohibited from time to time in accordance with applicable law)

## **FOREIGN EXCHANGE**

Transfers will normally be paid 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 the sender presents to an Agent 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 the transfer and the receiver will receive the foreign currency amount shown on the money transfer application form ("Application"). 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 on the Application are 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 fee. Additional information about exchange rates for specific destination countries can be obtained by calling the number below.

Sending and receiving in countries that provide payment in multiple currencies: Senders must select the currency of payment at the time the Transfer is made. The transfer fee and the money Western Union (and 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 the sender selected. Western Union (and its Agents, mobile phone or account provider) may make additional money when your funds are converted into the currency selected by the receiver.

## **SMS**

Where available, Western Union offers free SMS notification to senders to indicate that a Transfer has been collected from a location. Charges applied by the service provider are the exclusive responsibility of the sender. If permitted by applicable law, the SMS will be sent to the sender's mobile number they have provided on the Application. Western Union will send SMS messages to a third party gateway for delivery, however delivery is the responsibility of third parties, and cannot be guaranteed. Western Union is not responsible for undelivered SMS or technical malfunctions that occur outside of its proprietary systems.

## **ACCOUNT BASED TRANSFERS**

Where available, the receiver may incur additional fees for receiving a Transfer 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 it. 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 that the account number provided (including mobile phone numbers for mobile accounts) does not belong to named receiver, the Transfer will be credited to the account number provided by the sender. Western Union may make money from fees associated with use of an account. Western Union accepts no responsibility to the sender 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.

## **REFUND**

Western Union will refund the Transfer principal amount (at the applicable exchange rate described herein in effect at the time the refund is made) upon the sender's written request if payment has not been made. The sender must present the receipt with the money transfer control number. This refund process may take up to 3 months depending on the circumstances surrounding the Transfer. Transfer fee refunds are made upon sender's written request if the Transfer is not available to the receiver within a reasonable amount of time or time specified by the service, subject to the business hours of, and availability of funds at, the location selected for payment and other conditions, including, without limitation, conditions beyond the control of the Agent, such as inclement weather or telecommunications failure. Transfer fees are not refunded if the transfer is stopped at the sender's request. Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws. To the extent allowed by law, Western Union may deduct an administrative charge from Transfers that are not picked up within one year of the send date.

## **LIABILITY**

WESTERN UNION DOES NOT GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICE PAID FOR BY TRANSFERS. THE SENDER'S TRANSACTION DATA IS CONFIDENTIAL TO HIM AND SHOULD NOT BE SHARED WITH ANY PERSON OTHER THAN THE RECEIVER. THE SENDER IS CAUTIONED AGAINST SENDING MONEY TO ANY PERSON HE DOES NOT KNOW. IN NO EVENT SHALL WESTERN UNION OR AGENTS BE LIABLE IF THE SENDER COMMUNICATES TRANSACTIONAL DATA TO ANY PERSON OTHER THAN HIS RECEIVER. IN NO EVENT SHALL WESTERN UNION OR AGENTS BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT IN PROVIDING TRANSFERS 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 AND TRANSFER FEE). IN NO EVENT WILL WESTERN UNION OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT LIMIT WESTERN UNION'S OR AGENTS LIABILITY FOR DAMAGES RESULTING FROM WESTERN UNION'S OR ANY OF ITS AGENTS GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN THOSE JURISDICTIONS WHERE SUCH A LIMITATION OF LIABILITY IS VOID.

Western Union reserves the right to change the Transfer service without notice. Western Union and Agents may refuse to provide Transfers to any person.

## **DATA PROTECTION**

Your personal information is processed under applicable laws and is controlled by Western Union. We use personal information you provide to us when using our products and services, as well as other information that is collected or generated during our relationship with you. This includes information from other services like money transfers, bill payments, loyalty or membership program details, previous use of our services history, and marketing choices. This information is collected and used to provide you with the services you have asked for and for activities such as administration, customer service, anti-money laundering, compliance and legal duties, to validate your details, to help us understand our consumers by doing analysis and research of the information we hold, to measure marketing return on investment and brand satisfaction, to conduct market research surveys, to comply with legal and regulatory duties related to anti-money laundering and counter-terrorist financing; detection, prevention and prosecution of fraud and theft as well as preventing illegitimate or prohibited use of our services or other illegal or wrongful activities to help prevent and detect fraud, debt and theft, to help us improve our products, services and operations, and, subject to your choices, send you commercial communications by email, telephone, post, SMS and by any other relevant channel.

Western Union may use, collect from and share with other businesses that work with us, information from other products and services and convenience and/or rewards programs, for which you have registered. This information may be used for any of the purposes in this section. We will hold and retain the information that you give us about another person including the details of the receiver of our services in order to execute the transaction. Prior to providing this information you are obliged to notify and secure authorisation from the other person on the use of this information as set out in this section. The provision of this information is optional information, but needed to execute the transaction and provide these services to you. Without it, Western Union is unable to execute the money transfer or payment service, facilitate convenience activities or other requested services.

We may provide the information we hold to parties located in countries other than the country in which the information originally was collected or created, including to affiliates in the United States, for the purposes set out in this section. The categories of data transferred include personally identifiable information, contact details and information relating to the money transfer, transaction history, and any other information supplied by you. We may also provide the information to other organisations and authorised service providers, including those that help us run our business, if there is a reasonable need to do so, to carry out or aide the money transfer, future services, or for any of the reasons or uses set out in this section. We may add to information you provide with information from other businesses or individuals, including information to validate the accuracy of your information provided by you. By checking the last box in the Application, you acknowledge and consent that such transfers of information outside of your country of residence may occur. Western Union will disclose Your Information to other third parties (in any manner or method Western Union deem appropriate as notified at its website [[Privacy Policy](#)]) to understand and improve our product and service offerings to you unless you contact us on [0034 800 400 733\*] to instruct us not to. Western Union and our affiliates worldwide may disclose your personal information, including without limitation your name, customer ID number, address and bank account information, (i) if we are required to do so by domestic or foreign law or legal process or (ii) to law enforcement authorities or other government officials (including those in this country, the United States or elsewhere) for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.

You have a right to ask us to see and get for a copy of your information for which we may charge a small sum. You can also correct, erase or limit our use of the information which is incomplete, inaccurate or out-of-date. You may object at any time on legitimate reasons to the use of your information, where the processing is not required to complete the service, by a law or regulation.

If you wish to exercise these rights or If you no longer wish to receive commercial communications from Western Union, please call 0034 800 400 733\* during regular business hours or write to Metro City Kamiyacho 7F, 1-5, Toranomom 5-chome, Minato-ku, Tokyo, Japan.

## GENERAL PROVISIONS

The Transfer and your relationship with WU Japan shall be exclusively governed by, and interpreted in accordance with, Japanese law. Our contract is with the sender. We have no obligations to any other party, such as a party the sender sends funds on behalf of. We will promptly investigate any claims arising out or relating to the Transfer. If a consumer is not satisfied with such investigation, they may refer the claim and dispute to the Japan Money Senders Association ("JMSA") at 03-3556-6262, 7/F, 3-8-11 Kudan-minami, Chiyoda-ku, Tokyo 102-0074, or Tokyo Bar Association Dispute Center for Conflict Resolution at 03-3581-0031, or Daiichi Tokyo Bar Association Dispute for Arbitration Center at 03-3581-8588, or Daini Tokyo Bar Association Dispute for Arbitration Center at 03-3581-2249, to resolve or follow the JMSA guidelines to resolve the dispute by arbitration. to resolve or to resolve the dispute by arbitration.

Transfers are NOT money sending transactions provided by a bank, etc., do not involve any acceptance of deposits, savings or installment savings, or similar matters prescribed in Article 2 Paragraph of the Banking Act, and are not subject to any insurance payments under Article 53 of the Deposit Insurance Act or Article 55 of the Agricultural and Fishery Cooperation Savings Insurance Act. For the benefit of customers, all of Western Union's performance is covered by a performance security deposit preservation contract with Mizuho Bank. The required security deposit amount is determined on every Saturday at 24:00 midnight New York time (every Sunday at 1:00pm Tokyo time) as the maximum of the required security deposit amounts during the 7-day period of the previous week from Sunday 0:00 midnight New York time to Saturday 24:00 midnight New York time. The required security deposit will be added to the performance security deposit preservation contract with Mizuho Bank as stated above. In case the performance security deposit preservation contract does not work for any reason, the required security deposit will be deposited with the official depository within 3 (three) business days (excluding Sundays, Saturdays, holidays prescribed in the Act on National Holidays, January 2nd, January 3rd, and from December 29th to December 31st) from the end of the 7-day period so specified in the preceding sentence. The fact that Western Union uses Agents to perform services does not change the rights and duties between Western Union and its customers. Such rights and duties remain as if the services performed by the Agents were performed by Western Union itself.

Transfers are provided by WU Japan through a network of authorized Western Union®Agents worldwide.

Western Union has developed procedures to outline the proper handling of consumer fraud claims. The Western Union global consumer fraud claims procedures are designed to respond to potentially fraudulent money transfer transactions and take appropriate action to mitigate the risk to consumers and Western Union. These procedures outline the process for consumers initiating a consumer fraud claim request to Western Union and describes the method for data collection, investigation and reimbursement. Customers may call the Western Union Fraud hotline# 0120-961-623 to lodge a claim request.

FOR CUSTOMER SERVICE, COMPLAINTS, OTHER INQUIRIES INCLUDING THE STATUS OF YOUR TRANSFER, PLEASE CALL 0034 800 400 733\* OR WRITE TO METRO CITY KAMIYACHO 7F,1-5. TORANOMON 5-CHOME, MINATO-KU TOKYO, JAPAN. The numbers

outside of Japan are available by calling the above number, from any Agent or on the local Western Union website.

\* Free calls from landlines and public phones. Some standard network charge may apply

©2021 WESTERN UNION HOLDINGS, INC. All Rights Reserved. Last Revised May 2021