



*moving money for better*

## My WU<sup>SM</sup> Terms and Conditions

|                           |                                     |
|---------------------------|-------------------------------------|
| License                   | Western Union International Limited |
| Programme effective since | October, 2009                       |

Important Information for Participants in the My WU Programme. This My WU Programme Agreement (“Agreement”) contains the terms and conditions governing the My WU Programme (“Programme”). The terms “Western Union” “we” “us” and “our” used in this Agreement mean Western Union International Ltd., an Irish registered company with number 372428, based at Richview Office Park, Unit 9, Clonskeagh, Dublin 14, Ireland. “You” and “your” means the person to whom a My WU Number is issued pursuant to this Agreement (“Number”).

**1. This is your Contract with us.** You should read this Agreement and keep it for your records. By enrolling, using the Number or by otherwise participating in the Programme, you agree to the terms of this Agreement. Your Number is required to perform any Programme transactions. Your Number remains the property of Western Union and must be returned to us immediately upon our request in case of abuse, cancellation of the Agreement or ending of the Programme. To benefit from all its advantages, your Number can only be used by you. Its use is subject to the terms of the Agreement. This Number is personal and cannot be shared.

### **2. Description of the Programme.**

You may enroll in the My WU Programme without receiving a financial product or service from Western Union or its affiliates. Enrollment in the Programme provides you with the following benefits:

**A. Convenience:** The Programme allows you to request completion of a qualifying Western Union® transaction (“Qualifying Transaction”) more conveniently. The Programme allows information about you to be available automatically whenever you present your Number when conducting a Qualifying Transaction. Qualifying Transactions are subject to applicable product- or service-specific terms and conditions, which may vary from time to time. In order to use the Number and participate in the Programme, you must fulfill all requirements pursuant to law.

**B. Rewards:** The Programme may enable you to earn points or other rewards or benefits (“Points”) for each Qualifying Transaction you complete using your Number. A description of Qualifying Transactions and the Points, if any, you earn for each Qualifying Transaction can be found in the Programme materials. Qualifying Transactions and the Points earned are subject to change at Western Union’s sole discretion and without notice. The current amount of Points on your Number is available on request by contacting the My WU Programme as set forth below under Section 10.

**3. Participation in the Programme.** The Programme is open to private individuals who are 18 years and older and have a main residence at a valid address in your country. Only one enrollment per person will be accepted. We may, in our discretion, refuse to accept your enrollment if you do not satisfy our enrollment criteria.

**4. Obtaining Points for Transactions without Your Number.** If you carried out a Qualifying Transaction but did not use your Number, you may still acquire Points by contacting us at the number provided in Section 10 below. We reserve the right not to issue Points if we cannot verify the transaction.

**5. Redeeming your Points.** Once you accumulate the requisite Points for the available rewards, you may redeem your Points by either logging into [www.wu.com/mywu](http://www.wu.com/mywu) or contacting us at the number provided in Section 10 below. The rewards and required Points to redeem such rewards can be found by logging onto

[www.wu.com/mywu](http://www.wu.com/mywu) and both are subject to change at Western Union's sole discretion and without notice. Points are neither negotiable nor redeemable for cash.

**6. Rewards and Benefits.** Western Union may from time to time require you to verify certain information about yourself (for example, e-mail address or mobile phone number) before you can earn, receive and/or redeem Programme rewards and benefits. All rewards and benefits offered are subject to change and availability or cancellation without any prior notice from us.

**7. Important Information about your Points.** Points expire one year from date of the Qualifying Transaction. Any Points earned on your Number will be forfeited when your Number or your participation in the Programme is suspended, terminated, cancelled, closed, revoked, found to be fraudulent or declared void under law. Points are not considered earned until actually redeemed by you and have no cash value and will not earn interest and are not insured against loss. Points cannot be purchased, sold, combined or transferred in any way. Maintaining the Number and the Points are your sole responsibility. Rewards will not be replaced if lost or stolen nor will Points used to redeem such Rewards be reaccredited.

**8. Communications.** By providing your home telephone number, email address and/or mobile telephone number as part of the enrollment process, you expressly consent to Western Union contacting you from time to time by telephone, e-mail or SMS/MMS messaging and targeted or personalized messaging (e.g. on social media and other digital channels) with news, offers, services, promotions and other communications concerning Western Union and/or other companies with which Western Union has a relationship. You understand and agree that any charges imposed by the provider of such services are your sole responsibility. You can withdraw your consent at any time by either logging into [www.wu.com/mywu](http://www.wu.com/mywu) to manage your preferences or contacting us as set forth in Section 10 below.

**9. Consent to Process, Disclose and Transfer Information to Third Parties.**

A. By participating in the Programme, you agree that Western Union may use personal information you provide to us when using the Programme and our other products and services, as well as other information that is collected or generated during our relationship with you for the purposes and ways described in this section. This includes information from other services like money transfers, bill payments, loyalty or membership programs, previous use of our services history, and marketing choices. This information is used to provide you with the services you have asked for and for activities like administration, customer service, anti-money laundering and other legal or compliance requirements, to validate your details, to help us understand our consumers by doing analysis and research of the information we hold, 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.

B. Western Union may also use, collect from and share with other businesses and service providers that work with us, information from other products and services and convenience and/or rewards programs you have with us, 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. If you give us information about another person, you are obliged to notify and secure authorisation from the other person for our use of this information as set out in this section. The provision of information to Western Union is optional information, but needed to execute the Programme and provide these services to you. Without it, Western Union is unable to provide the Programme, facilitate convenience activities or other requested services.

C. We may provide the information we hold to parties and locations outside your country, including countries such as the USA, for the purposes set out in this statement. The categories of data transferred are personally identifiable information, contact details and information relating to the Programme, transaction history, and any other Information supplied by you. We may provide the information to other organisations, including those that help us run our business and this Programme, if there is a reasonable need to do so, to carry out or aide the Programme and the service you have requested, for 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 the information provided by you. Western Union

may also give information to third parties, where there is a reasonable need, to help prevent and detect crime, to prosecute offenders, national security or other legal reasons.

**D.** The information we hold may be accessed by Western Union and our affiliates including but not limited to Western Union International Bank GmbH, Western Union Payment Services Ireland Limited and Western Union Financial Services, Inc. and any authorized third party service providers for any of the reasons set out in this section or for other purposes to which you have agreed. You have a right to ask us to see and get a copy of your information, for which we may charge a small fee. You can also correct, erase or limit our use of the information which is incomplete, inaccurate or out-of-date. And you may object at any time for legitimate reasons to the use of your information, where the processing is not required to complete the service, or not required by law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from Western Union, please contact Western Union as described in section 10.

**10. Contacting Western Union.** You may contact Western Union: to withdraw from the Programme, to report a lost or stolen Number, or to change or correct your personal choice or request a copy of the data that Western Union maintains about your participation in the Programme. You may contact Western Union by logging onto [www.wu.com/mywu](http://www.wu.com/mywu), email: [privacy@westernunion.com](mailto:privacy@westernunion.com) (to change or correct your personal choice or request a copy of the data that Western Union maintains about your participation in the Programme) write to us at: [Gabon.Customer@westernunion.com](mailto:Gabon.Customer@westernunion.com)

**11. Dormancy.** If you do not use your Number for a period of one year, we may suspend your participation in the Programme without notice to you.

**12. Assignment.** Notwithstanding any other provision in this Agreement, you may not assign or transfer this Agreement or your Number or allow others to use your Number. You will be responsible for any unauthorized use of your Number unless and until you report it lost or stolen to Western Union by contacting us under Section 10. We may assign our rights or delegate our duties under this Agreement in our sole discretion.

**13. Governing Law.** This Agreement and the relationship between the Parties shall be governed by, and interpreted in accordance with, Gabonese law. The Parties hereby irrevocably submit to the jurisdiction of the Gabonese courts

**14. Provisions Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will not be affected.

**15. Amendment.** We may, from time to time, amend the terms of this Agreement by posting it on our website. The terms of this Agreement can be obtained anytime by logging onto [www.wu.com/mywu](http://www.wu.com/mywu) or by contacting the My WU Programme as set forth above under Section 10. Should you not accept any modifications to this Agreement, you must either (a) notify Western Union in writing within 15 days, such notice giving rise to the termination of this Agreement or (b) terminate use of your My WU Number. If you are currently enrolled in Western Union Gold Card Programme, this Agreement amends and replaces the agreement governing that programme.

**16. Cancellation.** We may cancel the Programme, this Agreement or your entitlement to participate in the Programme immediately and without notice to you. You may cancel this Agreement at any time by notifying Western Union in writing. If you do this, your participation in the Programme will terminate within thirty (30) days after we receive your written request to cancel. Cancelling this Agreement will not affect your obligations under this Agreement to the extent that such obligations are capable of surviving the termination of this Agreement.