

## WU Shop Terms of Use

### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE INTRODUCTION

1. **Who we are and how to contact us.** <https://wushop.westernunion.com/ro/en/> is a site operated by members of the Western Union group ("We") – the Western Union provider for your country is listed in the Annex A.

By using our site, you confirm that you accept these terms of use and that you agree to comply with them. If you do not agree to these terms, you must not use our site. We recommend that you print a copy of these terms for future reference.

2. **There are other terms that may apply to you.** These terms of use refer to the following additional terms, which also apply to your use of our site:

- Our My WU<sup>SM</sup> [Terms](#)
- Our Privacy [Policy](#)
- Our Acceptable Use [Policy](#) which sets out the permitted uses and prohibited uses of our site. When using our site, you must comply with this Acceptable Use Policy.
- Our Cookie [Policy](#) which sets out information about the cookies on our site.

3. **You must keep your account details safe.** You may use the security details which you registered for opening a My WU Account to access WU Shop. When you use WU Shop, you must treat these security details as confidential and ensure they are not disclosed to any third party. If you know or suspect that someone else has gained access to your security details, you must notify us as soon as possible.

### CASH BACK VIA WU SHOP

4. **Generating Cash Back.**

**A.** You may generate Cash Back by signing into your My WU Account and accessing a Partner's website using the shopping links available at WU Shop to make a Qualifying Purchase. We may ask you for proof of purchase to finalise any Cash Back rewards.

**B.** You can only generate Cash Back on purchase transactions which meet our eligibility criteria (each a **Qualifying Purchase**) and do not violate applicable law (they are not made fraudulently). A Qualifying Purchase is a purchase whereby a user either (i) connects to the Partner via a designated link from WU Shop; (ii) opening the Western Union app; (iii) clicking on a link in an email from Western Union that goes directly to a Partner site; or (iv) any other method applicable at the time of the purchase. You must complete your purchase during the same shopping session you started after clicking on the shopping link. If you visit other sites before completing your purchase, your purchase might not be associated with the Programme and you might not earn Cash Back.

**C.** Should you miss any purchases, please report them by completing the Missing Purchase form (which can be found in the Cash Back Overview page in WU Shop) for further investigation by the Partner. You are obligated to produce documentation or information in order to verify (i) the purchase, (ii) eligibility and/or (iii) compliance including but not limited the actual date of purchase, proof of purchase via Store-generated receipts, invoice, ID copy etc. and present them upon request. All claims must be made within ninety (90) days from the date of purchase.

**D.** You may earn Cash Back on your net purchase amount, which excludes taxes, fees, shipping costs, gift-wrapping, discounts, credits or extended warranties. Other restrictions/limitations may apply, including the following:

- (i) You may not earn Cash Back on travel services until the travel is completed.
- (ii) You may only earn Cash Back on subscription-based products or purchases that are bundled to subscription-based products in the first month of the subscription and only on the core component of the bundle.
- (iii) You may not earn Cash Back for the purchase and/or redemption of gift cards.

(iv) For purchases made in foreign currencies, the Cash Back awarded may be subject to currency conversion fluctuations when the amount gets applied to available Cash Back from the customer to withdraw.

E. It may take some time for the Cash Back to be added to your My WU Account – please allow up to 120 days from the date of your Qualifying Purchase.

5. **Cash Back Payout.** From time to time, you may request that we payout Cash Back to you (a **Payout**) – each Payout is not guaranteed and shall be fulfilled entirely at our discretion, subject to fulfilment of various conditions (including confirmation from the relevant Partner regarding your Qualifying Purchase). You may request a Payout via your My WU Account. The minimum amount of Cash Back eligible to be withdrawn, depending on applicable account currency, is provided in the FAQ section at mywu.com. Balances below the applicable minimum amount shall remain in your My WU Account until paid out or expired. You can request a Payout of Cash Back through (i) cash pick-up at a Western Union agent location; or (ii) any other available payment method in your Programme country as we may make available from time to time (each a **Payout Method**). Available Payout Methods may change without notice. We may from time to time require you to verify certain information about yourself (for example, e-mail address or mobile phone number) or provide us with your bank details before we can process a redemption. Each Payout Method shall involve the remittance by us (or another licensed Western Union affiliate) of funds to you in accordance with your instructions. You may be charged a transaction fee to withdraw the cash. The amount of time it takes to process a payment as well the transaction fee varies by the Payout Method.
6. **Important Information about Cash Back.** Cash Back does not represent a deposit or any other kind of stored value; where Cash Back is generated through Qualifying Purchases, funds are paid to us and shall only be paid out to you (at our discretion) and in accordance with these Terms. Cash Back will not earn interest and the funds will not be insured by any national or supranational compensation scheme against our insolvency. Cash Back cannot be purchased, sold, combined or transferred in any way.
7. **Dormancy.** Your Cash Back expires in the event of inactivity, i.e., no Qualifying Purchases occurred for a period of 2 years (24 months) or more or earlier if we terminate this Agreement
8. **Partner Terms.** We are not the supplier of the goods and services listed by our Partners on WU Shop. We provide a link to the Partner but you will conclude a purchase contract directly with the Partner. The identity of the Partner as well as its terms and conditions are available on the website of the selected Partner. Cash Back amounts vary by Partner's store and product category and may contain exclusions in the exclusions in the terms of the offer and the applicable store page. A product purchased via WU Shop is covered by the applicable Partner's return, exchange and shipping policies. Please review these terms carefully. You acknowledge that Partners or its tracking agency's decision is final in relation to the payment of any commission to us and in turn, our decision is final in relation to generating the Cash Back to you. We will make all reasonable endeavors to secure the payment of commission on a transaction, but we do not and cannot make any guarantee in this regard. In the event we do not receive the expected commission for a transaction for whatever reason, we will not be liable to pay the relevant Cash Back to you. We are also not responsible for changes to, or discontinuance of, any Partner, or for any Partner withdrawal from the WU Shop, or for any effect on accrual of Cash Back caused by such changes, discontinuance or withdrawal.
9. **Partner Liability.** We are not liable for any losses which you might incur in connection with any failure or breach with respect to the safety, quality or delivery of goods and services purchased via the Programme. Cash Back offers may also be subject to separate Partner terms and conditions.

## WEBSITE CONTENT AND LINKING

10. **Do not rely on information on this Site.** The content on our site is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our site.

Although we make reasonable efforts to update the information on our site, we make no representations, warranties or guarantees, whether express or implied, that the content on our site is accurate, complete or up to date.

11. **How you may use material on our site.** We are the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our site for your personal use. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

You must not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our site in breach of these terms of use, your right to use our site will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

12. **We are not responsible for websites we link to.** Where our site contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

13. **User-generated content is not approved by us.** This website may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.

14. **How to complain about content uploaded by other users.** If you wish to complain about content uploaded by other users, please contact us as set forth in the Contact Us section at My WU portal.

15. **Rights you are giving us to use material you upload.** When you upload or post content to our site, you grant us the following rights to use that content a worldwide, non-exclusive, royalty-free, transferable licence for other users, partners or advertisers to use the content for their purposes to expire when the user deletes the content from the site.

16. **Rules about linking to our Site.** You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page.

We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with the content standards set out in our Acceptable Use [Policy](#). If you wish to link to or make any use of content on our site other than that set out above, please contact us as set forth in the Contact Us section at My WU portal.

## **LIABILITY**

17. **Our responsibility for loss or damage suffered by you.** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

Please note that we only provide our site for domestic and private use. You agree not to use our site for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

If defective digital content that we have supplied, damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

18. **We are not responsible for viruses and you must not introduce them.** We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-of-service attack or a distributed denial-of service attack. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our site will cease immediately.

19. **We are not responsible for system failures.** We do not guarantee that the Site will be continuously available free of interruptions or errors. We are not responsible for any losses you might incur in the case of a system failure or interruption (or if we suspect any manipulation of our systems). We are not responsible for damage resulting from the use (or lack thereof) of the Site by another user or third party, or damage resulting from technical defects.

## GENERAL

20. **How we may use your personal information.** We will only use your personal information as set out in our [Global privacy statement](#).
21. **Which country's laws apply to any disputes?** If you are a consumer, please note that these terms of use, their subject matter and their formation, are governed by the law in which you are resident. The courts of the country in which you are resident shall have exclusive jurisdiction over any disputes relating to these terms.