

## VIP Rewards Terms of Use

10/29/2021

These VIP Rewards Membership Terms (“**Terms**”) are applicable to all members of our VIP Rewards scheme.

All benefits that we offer to VIP Members are conditional upon compliance with these Terms and the terms and conditions for the My WU<sup>SM</sup> Programme (“**My WU Terms**”) located at <https://cdn.mywu.com/legal/us/en/tc.pdf>. Definitions used in the MyWU Terms have the same meaning in these Terms unless otherwise stated.

We may make changes to these Terms for any of the following reasons (a) because of a change in law; (b) if the change benefits you; (c) any reasonable and proportionate change for a reason we cannot foresee. You may be notified of changes by e-mail, SMS or, within your My WU Account; we may also give you reasonable notice of changes by posting them on [www.mywu.com](http://www.mywu.com). You can tell us you do not accept any changes by contacting us as set forth in the Contact Us section at My WU portal, but this will end the Agreement. If you do not object to the change and continue to use the Services, we will take that as your acceptance of the change.

The following provisions govern the use of VIP Rewards Membership:

### I. VIP Rewards Membership

1. In addition to the basic benefits available to My WU members, we offer a paid membership, which provides access to various “VIP Rewards” (a “**VIP Membership**”). The VIP Membership shall commence once the user has subscribed and paid for their VIP Membership (“Purchase Date”) to become a “VIP Member” and continues unless it is terminated by us or you.

2. You may purchase a VIP Membership through an Annual Billing Plan only.

The Annual Billing Plan is a full lump sum payment of amount provided in the FAQ section at My WU portal payable as one amount on the Purchase Date or the Renewal Date (defined below) and covers a 12-month period from the Purchase Date or Renewal Purchase Date (defined below) (“**Subscription**”).

When purchasing a VIP Rewards Membership, you shall provide us with valid, up-to-date and complete debit/credit card, contact and billing details. You further authorize us to bill such debit/credit card on the Purchase Date (and the day after the 12-month anniversary of the Purchase Date (“Renewal Purchase Date”)) for the Membership Fee due for the applicable Subscription. If, for any reason, your credit/debit card company refuses to pay the amount billed for the Membership Fee, we may, at our option, suspend or terminate VIP Member’s VIP Rewards Membership and require VIP Member to pay the overdue amount by other means acceptable to us.

3. An ‘active’ VIP Member is a user who: (a) takes advantage of the basic and exclusive benefits, as defined in the sections below, within 12 months from the Purchase Date or a Renewal Purchase Date of the VIP Rewards Membership and (b) a user whose VIP Rewards Membership has not been terminated for any reason during the 12 months period from the Purchase Date or a Renewal Purchase Date.

4. A 'passive' VIP Member is a user whose VIP Rewards Membership has expired but has taken advantage of the exclusive benefits defined in section IV below, whose exclusive benefits may continue for a further period subject to the validity period for such benefits defined in section IV below.

## **II. Eligibility, Account Registration and cancellation**

1. To be eligible to use the Site, you must be a natural person the age of majority (i.e., old enough to enter a binding contract) in your jurisdiction, and in no event younger than 18 years of age.

2. You can subscribe for the VIP Rewards by paying a subscription fee in advance on an annual basis – if you change your mind about your subscription, you can cancel it within 14 days of registration (Cooling-off Period”) by clicking on the cancel membership button in your My WU Account. We will reimburse payments for products, services and licenses, provided that they have not yet been used. Your right of withdrawal against the purchase of services or licenses is voided once they have been used proportionately or completely. We reserve the right to cancel existing VIP Rewards subscriptions temporarily or ultimately and withhold benefits associated with the VIP Rewards membership for violation of these Terms.

3. The VIP Rewards Membership is non-transferable. Only one person may be enrolled per VIP Rewards Membership account.

4. You must let us know of any name, email or address change on your account by updating your information in the wu.com profile page.

5. The VIP Rewards Membership is an ongoing subscription that will continue unless and until you terminate your Subscription, or we terminate it.

6. We will bill the periodic Membership Fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). We reserve the right to remove any member from the VIP Rewards Membership in the event of any fraud or abuse in connection with the VIP Rewards Memberships or breach of the My WU Terms. You may terminate your VIP Rewards membership at any time after the Cooling-Off Period (as defined in this clause), by clicking on the cancel membership button in your My WU Account. Otherwise, your VIP Rewards Membership continues with billing of the next periodic Membership Fee to your account. No refunds or reimbursement of any Membership Fee will apply unless otherwise explicitly stated in these Terms.

## **III. Basic VIP Rewards Benefits**

1. Through the VIP Rewards Membership, a user can avail basic Membership benefits and exclusive deals and offers in relation to Qualifying Purchases such as ability to earn up to twice of the Cash Back. "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 WU Shop's browser extension indicator that appears when visiting a Partner site; or (iv) clicking on a link in an email from Western Union that goes directly to a Partner site. To learn more about how about Cash Back, please see our [WU Shop Terms of Use](#).

2. In addition, the user has access to a variety of exclusive VIP Rewards only offers according to section IV of these Terms.

#### **IV. Exclusive VIP Rewards Benefits**

“WU Shop Travel deals” is an offer in partnership with Priceline.com, Booking.com and Agoda (each a “Partner”).

1. Every hotel booking you make on WU Shop will generate 6% Cash Back.
2. The 6% Cash Back will be available for a within 5 days of your return from the end of your hotel booking.
3. For all purchases which you make on a Partner site, the terms and conditions of the Partner shall apply.

#### **V. Miscellaneous**

1. We will not be liable for any default due to any technical or system failure or any event beyond our reasonable control. You agree to access the Site regularly to view these Terms of Use, and to ensure that they are kept up-to-date with any changes to these Terms.

2. To the fullest extent permitted by law, we are not liable for any loss or damages which may arise in connection with the use of the VIP Rewards Membership. This provision shall survive termination of the relationship between you and us.

Nothing in these Terms excludes or limits our responsibility in any way for:

- death or personal injury which is caused by our negligence or the negligence of our employees, agents or subcontractors;
- our fraud or fraudulent misrepresentation, or the fraud or fraudulent misrepresentation of our employees, agents or subcontractors; or
- any other matter for which we cannot exclude or limit our responsibility by law.

3. Any terms and conditions applicable to these Terms which are illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, prohibition or unenforceability without invalidating the remaining provisions.

4. These terms are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which may arise out of or in connection with these Terms.