

## EDGE PLATFORM USER AGREEMENT

The WU®EDGE Platform is provided by Western Union Business Solutions, an operating division of The Western Union Company, a global leader in money transfer, foreign exchange, and payment services. Western Union Business Solutions is a global provider of financial services, including cross border payments and foreign exchange products. Western Union Business Solutions operates through local affiliates (each an **Affiliate**) around the world. This EDGE Platform User Agreement (**User Agreement**) is a legally binding agreement between you and Custom House Financial (UK), Limited. If you are also a customer of a local Western Union Business Solutions Affiliate listed [here](#) then such Affiliate is also a party to this User Agreement (the terms **WUBS**, **we**, **us** and **our** refer to Custom House Financial (UK), Limited and each Western Union Business Solutions Affiliate with whom you have entered into Terms and Conditions for the receipt of Services). You agree that your use of the Platform is subject to and governed by this User Agreement. You accept this User Agreement by creating a user profile, accessing the Platform and/or in any other way that we make available through the Platform (including but not limited to ticking a box that confirms your acceptance of this User Agreement).

### **1. Definitions.**

#### **1.1.** Capitalised terms used in this User Agreement shall have the following meaning:

**Access Methods:** the unique user name and password that a User creates to access the Platform.

**Content:** any data or information that you submit to the Platform, excluding any data or information that relates specifically to any Services that we provide.

**Customer:** an entity or individual that has agreed to the Terms and Conditions and is fully accredited and authorised by a local WUBS Affiliate to access the Services.

**Edge Functionality:** such functionality as provided by the Platform, and determined by WUBS in its sole discretion.

**Intellectual Property Rights:** all intellectual property rights throughout the world, including any copyright, design, patents, trademarks, database, applications for any of the above, moral rights, know-how, domain names or any other intellectual or industrial property (and any licences in connection with any of them) whether or not registered or capable of registration and wherever subsisting in the world.

**Payee:** any third party to which a Customer instructs WUBS to deliver a payment pursuant to Services that WUBS provides.

**Payee Information:** the Payee information, including but not limited to the Payee's bank account details, that is required by WUBS to provide Services.

**Platform:** the web pages and content available to access at [www.wuedge.com](http://www.wuedge.com) or such other uniform resource locator that WUBS may make available from time to time.

**Privacy Statement:** WUBS online privacy statement, a copy of which can be located [here](#).

**Services:** The various foreign exchange and global payment services that WUBS provides to its Customers pursuant to its Terms and Conditions.

**Terms and Conditions:** The terms and conditions entered into by a Customer with a WUBS Affiliate that govern that provision of Services.

**User:** any entity or individual who accesses the Platform and is not a Customer.

## **2. Background.**

**2.1. Background.** The WUBS entities listed above comprise the Western Union Business Solutions division of the Western Union Company. Western Union Business Solutions provides foreign exchange and global payment services to its Customers and has developed the Platform to assist Customers to manage their international payments and receipts and to enable Customers and Users to interact with each other for this purpose.

**2.2. Terms and Conditions.** In the event that you are a Customer this User Agreement supplements your Terms and Conditions. For the avoidance of doubt the Terms and Conditions will continue to apply to all of the Services that we provide to you and this User Agreement will apply to your access to and use of the Platform.

## **3. Disclaimers**

**3.1.** You acknowledge and agree that you are responsible for the accuracy and completeness of your Content and any Payee Information that you provide to us. You understand that your failure to provide us with and maintain accurate Content and Payee Information may result in delayed or non-delivered transactions.

**3.2.** You acknowledge and agree that you are responsible for verifying the identity of all Customers and Users with whom you interact through the Platform. Any User or Customer submitting Payee Information through the Platform is responsible for ensuring that such information is bona fide, accurate and complete. You understand that your failure to verify the Customers and Users with whom you interact or your failure to provide or verify complete and accurate Payee Information (whetehr provided by you or to you) may result in loss or damage. In no event will WUBS be liable to any Customer or User for completing a transaction for a Customer that relies upon erroneous Payee information provided by a Customer or a User.

- 3.3. The reports and information provided by WUBS in the Platform are prepared as of a particular date and time and will not reflect subsequent changes in market values or rates. WUBS is under no obligation to update or keep current the information contained in the Platform.
- 3.4. Unless specifically stated otherwise, all market values and rates and portfolio valuations, including any mark to market valuations, are indicative only and are provided for general informational purposes. Actual conversion rates available from WUBS with respect to Services are only available and provided at the time you enter into a transaction with WUBS. Although the Platform is designed to provide informative and useful information and, with respect to Services that you have entered into accurate information the reports and information provided through the Platform should not be relied upon as being determinative of any financial information relevant to transactions you have entered into with WUBS, and in no event, shall information in this Platform be construed as superseding any other confirmations, disclosures or valuations provided by WUBS to you, as may be required by applicable law. To the extent applicable by law, the reports and information provided herein should not be taken as providing definitive information for the purposes of valuations and disclosures required under the European Market Infrastructure Regulation (Regulation (EU) No. 648/2012) ("EMIR"), in particular valuations required pursuant to the portfolio reconciliation obligation set out in Article 11 of EMIR and the reporting obligation set out in Article 9 of EMIR. Notwithstanding the above the specific daily and monthly statements of account that are made available to Customers in Hong Kong who engage in leveraged foreign exchange trading with Western Union Business Solutions (Hong Kong) Limited (WUBS HK) will be accurate and up-to-date for the purpose of WUBS HK's compliance with the Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules.
- 3.5. The information available through the Platform does not constitute investment advice and is not intended to be used as the basis for making investment decisions. WUBS does not provide any investment services or products or services or products intended for speculative purposes. This information does not constitute an invitation or inducement to engage in investment activity of any kind. Despite any information WUBS may provide, you should use your independent judgment and consult with your own independent advisors in evaluating whether to enter into a transactions with WUBS. WUBS is not registered with the U.S. Commodity Futures Trading Commission as a Commodity Trading Advisor, as a Swap Dealer, or in any other capacity. WUBS is not a member of the U.S. National Futures Association. Protections that would otherwise be available under the U.S. Commodity Exchange Act, the rules of the U.S. Commodity Futures Trading Commission, or the rules of the U.S. National Futures Association will not be available to you in connection with your relationship with or transactions with WUBS.
- 3.6. You understand and agree that the Edge Functionality is subject to change at any time without notice to you and that not all Users and Customers may be able to access the same features and functionality provided by the Platform.
- 3.7. We acknowledge that laws may imply certain conditions and warranties in this User Agreement and confer certain rights and remedies that cannot be excluded or modified (Rights). This User Agreement does not exclude or modify any of those Rights if to do so would contravene a law or make any part of this User Agreement void.
- 3.8. Each User acknowledges and agrees that it is not receiving financial services from WUBS and that its access to the Platform is solely for the purposes described in this User Agreement.

For all Services provided by a WUBS Affiliate to a Customer, Customer and all Users agree that WUBS acts solely at the instruction of Customer and WUBS is under no obligation to accept any instruction from a User with respect any services and that WUBS shall have no liability to a User for any Services it provides to a Customer.

#### **4. Operating Rules**

##### **4.1.** When using the Platform you agree to:

- comply with all applicable laws;
- provide accurate information to us and keep it updated; and
- comply with all of our security requirements.

##### **4.2.** When using the Platform you agree that you will not:

- engage in any illegal activity;
- engage in any activity that is false or misleading;
- engage in any activity that breaches any other term of this User Agreement;
- invite entities or individuals that you do not know to join the Platform;
- abuse, harass or harm any person, act in an obscene, discriminatory or otherwise objectionable manner or take any action that infringes or violates someone else's rights;
- send any unsolicited or unauthorised advertising, spam or any other unwelcome communications to anyone;
- disclose any information that you do not have a right to disclose;
- upload anything that includes viruses or any other malicious code or engage in any other form of cyberattack against the Platform;
- state or imply that you are affiliated with or endorsed by WUBS;
- manipulate or override any of the security features of the Platform; or
- provide your Access Methods to any other person.

##### **4.3.** You agree that we may immediately modify or delete any content that you upload to the Platform in the event that we believe it breaches any of these operating rules.

#### **5. Messaging and Information Sharing.** The Platform enables Customers and Users to establish networks, send messages and share information with each other. You acknowledge and agree that:

- (i) information and content that you share or upload to the Platform may be seen by other Customers and Users in your network as authorised by you;
- (ii) your profile may be searchable by other Customers and Users who may initiate contact with you over the Platform (however you have the option of disabling this feature at any time); and
- (iii) WUBS may send notifications to you by email, or through other delivery channels (including but not limited to mobile device messaging services, telephone or post) resulting from other Customers and Users use of the Platform (for instance inviting you to join their network, seeking payment information from you, uploading invoices for your review and action or notifying you of a payment) and that such notifications may include information about WUBS and the Edge platform.

#### **6. Intellectual Property**

**6.1. Platform License.** If you are a Customer the license to access WUBS online payment system set out in your Terms and Conditions applies to your use of the Platform. If you are a User we hereby grant you a non-exclusive, non-transferable, and non-sub-licensable license to use the Platform while this User Agreement remains in effect.

**6.2. Platform License Restrictions.** You acknowledge and agree that all Intellectual Property Rights in and to the Platform shall remain WUBS exclusive property. You agree not to permit use of the Platform by any third party. You agree not to directly or indirectly copy, modify or create derivative works of the Platform or decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of the Platform.

**6.3. Content License.** As between you and us, you own the Content that you upload to the Platform. You hereby grant WUBS a royalty free, worldwide, transferable and sub-licensable right to use, copy, modify, distribute, and process the Content for the purpose of providing the Platform and delivering the Edge Functionality and any Services without further consent, notice and/or compensation to you or others. You represent and warrant that you have all the rights necessary for your Content that is uploaded, stored or shared on or through the Platform and that the collection, use, and retention of your Content will not violate any law or rights of others.

## **7. Platform Security**

**7.1.** If you are a Customer you acknowledge and agree that the provisions in your Terms and Conditions that apply to online payment system security apply to your use of the Platform and are incorporated herein by reference.

**7.2.** If you are a User you acknowledge and agree that:

- (i) the security of your access to the Platform, including but not limited to the security and secrecy of your Access Methods, will at all times be your sole responsibility;
- (ii) you have taken appropriate security measures to protect your Access Methods, computer systems and mobile devices;
- (iii) your Access Methods are not the same as passwords that you use for other websites, applications or services or based on guessable information such as personal telephone number, birthday or other personal information.

**7.3.** In addition you agree that you will at all times maintain, appropriate protection against malicious software, including viruses, trojan horses, spyware, or any other computer code, files or programs, designed to disrupt, interrupt, disable, damage, destroy, limit the functionality of, infiltrate, or illicitly extract information from any device, software, system or telecommunications equipment.

## **8. Privacy**

**8.1.** Our Privacy Statement sets out in detail how we collect, use and disclose personal information that we receive from you, your rights with respect to such personal information and how you may contact us in the event that you have

any questions or concerns with respect to your personal information.

## **9. Indemnity and Limitation of Liability**

**9.1. Indemnity.** You agree to indemnify and hold WUBS harmless for any damages, losses, costs and expenses incurred by WUBS including any legal fees or expenses arising out of your:

- (i) unlawful or negligent use of the Platform;
- (ii) intentional misuse of the Platform; or
- (iii) breach of this User Agreement.

## **10. No Warranty**

YOU UNDERSTAND AND AGREE THAT THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE"

BASIS. WE MAKE NO WARRANTY THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. WE TAKE REASONABLE EFFORTS TO ENSURE THAT THE PLATFORM AND THE CONTENT PROVIDED BY US IS ACCURATE AND RELIABLE HOWEVER WE DO NOT GUARANTEE THAT THE PLATFORM IS ACCURATE, COMPLETE OR UP-TO-DATE NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PLATFORM OR THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PLATFORM. WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING THE PLATFORM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND ACCURACY OF DATA.

## **11. Limitation of Liability**

TO THE EXTENT PERMITTED BY LAW YOU UNDERSTAND AND AGREE THAT:

- (I) WE SHALL NOT BE LIABLE DIRECTLY OR INDIRECTLY, IN ANY WAY FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF, OR IN CONNECTION WITH, YOUR USE OF, OR RELIANCE ON, OR ARISING FROM DECISIONS BASED ON, THE PLATFORM OR ANY OF ITS CONTENT;
- (II) WE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA OR LOST PROFITS ARISING FROM OR RELATING TO YOUR USE OF THE PLATFORM OR ANY OTHER MATTER RELATING TO THE PLATFORM; AND

(III) OUR TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS UNDER ANY THEORY OF LAW UNDER THIS USER AGREEMENT WILL NOT EXCEED US\$1,000.

## **12. Termination**

**12.1. Termination.** Either you or WUBS may terminate this User Agreement at any time by providing notice to the other. In the event that you are a Customer this User Agreement will also terminate immediately in the event that your Terms and Conditions are terminated for any reason. Upon termination you will no longer have any rights to access or use the Platform.

**12.2. Survival.** The following provisions of this User Agreement will survive termination:

- Clause 3 (Disclaimers);
- Clause 6.2 (Platform License Restrictions);
- Clause 6.3 (Content License);
- Clause 7 (Platform Security);
- Clause 8 (Privacy);
- Clause 9 (Indemnity and Limitation); and
- Clause 11 (General).

## **13. General**

**13.1. Governing Law and Venue.** This User Agreement is governed by:

- (i) If you are a Customer, the governing law and venue applicable to your Terms and Conditions, which is specifically incorporated herein by reference; and
- (ii) If you are a User, this User Agreement and any disputes arising thereunder shall be exclusively governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

**13.2. Transfer of Rights and Obligations.** The rights and obligations set out in this User Agreement may not be assigned, transferred, novated or otherwise dealt with in any other way by you without first obtaining our prior written consent. You agree that we will have the right to assign, transfer, novate or otherwise deal with our rights and obligations under this User Agreement (Authorised Dealing) and hereby consent to any such Authorised Dealing.

We will provide notice to you of any Authorised Dealing either before the Authorised Dealing takes effect or as soon as reasonably practicable thereafter.

13.3. Modification of User Agreement. We reserve the right to change, amend or otherwise modify this User Agreement at any time. If we exercise this right we will provide notice to you and/or post a revised version of the User Agreement on the Platform.

13.4. Severability. If any provision in this User Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder of the provisions will remain in full force and effect.

13.5. Notices. Notices that are required to be delivered under this User Agreement will be delivered as follow:

- (i) If you are a Customer through any of the means set out in the notices section of your Terms and Conditions; and
- (ii) If you are a User by email. We will send email notices to the last email address that you have provided to us through the Platform and you can send email notices to us at [notices@wuedge.com](mailto:notices@wuedge.com). Email notice will be deemed delivered upon confirmation of delivery from the information system from which the communication was sent.

13.6. Third Party Rights. Save with respect to any WUBS entity this User Agreement does not confer any rights and is not enforceable by any person or entity that is not a party to this User Agreement.