

MERCHANTRADE ASIA SDN BHD (hereafter “Merchantrade”) WESTERN UNION® MONEY TRANSFER<sup>SM</sup> SERVICE IS PROVIDED ON THE FOLLOWING TERMS AND CONDITIONS

Merchantrade Western Union® Money Transfer<sup>SM</sup> transactions can be sent and picked up at most locations of Western Union® service providers in Malaysia (Service Providers) and Western Union agents, including those outside Malaysia (Agents). Customers may call the number listed for the address and hours of nearby locations. Some locations are open 24 hours.

Regular money transfers are usually available within minutes for pick up by the receiver, subject to the opening hours of the receiving Service Provider/Agent location. The Next Day/2 Day and account-based money transfer services are available upon request to limited countries/territories. 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 transfers 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/territories 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.

Money transfers will normally be paid in cash, but some Service Providers/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 cash payments 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/territory of origin, approximate sum, MTCN and any other conditions or requirements applicable at the Service Provider/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. Cash money transfers shall be paid to the person that Service Providers/Agents deem entitled to receive the transaction 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 Service Providers/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/territories.

Applicable law prohibits money transmitters from doing business with certain individuals and countries/territories. Western Union is required to screen all transactions against lists of names provided by the governments of the countries/territories in which Merchantrade does business, including the US Treasury Department’s Office of Foreign Assets Control (OFAC) and the European Union. 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).

TRANSFER FEES - Written information explaining how Western Union charges the sender for making a money transfer will either be displayed prominently at the Service Provider/Agent location or shown to the sender prior to completion of the payment order. Unless applicable law in the destination country/territory requires otherwise, the sender will bear all fees for the money transfer. In certain cases, payment of a money transfer may be subject to local taxes and service charges.

**FOREIGN EXCHANGE** - Money transfer payments will normally be made in the currency of the destination country/territory (in some countries/territories 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 a Service Provider/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 transfer and the receiver will receive the foreign currency amount shown on the transaction form. In a few countries/territories 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 transaction form may be 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 Service Providers/Agents) and us in addition to the transfer fees. Additional information about exchange rates for specific destination countries/territories can be obtained by calling us or at [www.westernunion.com](http://www.westernunion.com).

**Sending and receiving in countries/territories that provide payment in multiple currencies:** Senders must select the currency of payment at the time the send money transaction is made. The transfer fee and the money Merchantrade and Western Union (or its Service Providers/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/territories it is possible to decide to receive the funds in a currency different from the one that the sender selected. Western Union (or its Service Providers/Agents, mobile phone or account provider) may make additional money when your funds are converted into the currency selected by the receiver.

## **SPECIAL SERVICES**

**TELEPHONE NOTIFICATION** to the receiver that the money transfer is available for pick up is offered in most countries for an additional fee. **MESSENGER DELIVERY** of a cheque or a bank draft is available in some countries/territories to selected destinations for an additional fee. **SUPPLEMENTAL MESSAGES** may be included for an additional fee with money transfers sent to most countries/territories.

**SMS** – Where available, Western Union offers free SMS notification to indicate that the transaction has been collected by the receiver (for the sender) or that funds are available for collection (for the receiver). Charges applied by the service provider are the exclusive responsibility of the sender or receiver. If permitted by applicable law, the SMS will be sent to the sender's and/or receiver's mobile number they have provided. Western Union will send SMS messages to a third party gateway for delivery. 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 the sender's funds 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 the transaction. 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 the the account number provided (including mobile phone numbers for mobile accounts) does not belong to the named receiver, the transfer will be credited to the account number provided by the sender. Merchantrade and 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 - Merchantrade will refund the principal amount of a money transfer (at the applicable exchange rate described herein in effect at the time the refund is made) upon the written request of the sender if payment to the receiver is not made or credited within 45 days. Transfer fee refunds are made upon sender's written request if the money transfer is not available to the receiver within the time specified for the selected 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 Western Union or its Service Provider/Agents, 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, Merchantrade may deduct an administrative charge from money transfers that are not picked up within one year of the send date.

LIABILITY – NEITHER MERCHANTRADE NOR WESTERN UNION GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICES PAID FOR BY MEANS OF A MONEY TRANSFER. THE SENDER'S TRANSACTION DATA IS CONFIDENTIAL TO HIM AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN HIS RECEIVER. THE SENDER IS CAUTIONED AGAINST SENDING MONEY TO ANY PERSON HE DOES NOT KNOW. IN NO EVENT SHALL MERCHANTRADE, WESTERN UNION OR ANY OF ITS SERVICE PROVIDERS/AGENTS BE LIABLE IF THE SENDER COMMUNICATES TRANSACTIONAL DATA TO ANY PERSON OTHER THAN HIS RECEIVER. IN NO EVENT SHALL MERCHANTRADE, WESTERN UNION OR ANY OF ITS SERVICE PROVIDERS/AGENTS BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, 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 OF THE MONEY TRANSFER AND THE TRANSFER FEE). IN NO EVENT WILL MERCHANTRADE, WESTERN UNION OR ITS SERVICE PROVIDERS/AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT LIMIT OUR, WESTERN UNION'S OR SERVICE PROVIDER'S/AGENT'S LIABILITY FOR DAMAGES RESULTING FROM OUR, WESTERN UNION'S OR SERVICE PROVIDER'S/AGENT'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN THOSE JURISDICTIONS WHERE SUCH A LIMITATION OF LIABILITY IS VOID. NEITHER MERCHANTRADE NOR WESTERN UNION SHALL BE LIABLE TO YOU FOR ANY COSTS, EXPENSES, LOSSES OR DAMAGES WHATSOEVER ARISING FROM THE TRANSFER OR DISCLOSURE OF INFORMATION (AS DEFINED BELOW) WHETHER BY REASON OF ANY MISSTATEMENT, OMISSION, DELAY OR ANY OTHER MATTER IN CONNECTION THERETO WHATSOEVER.

When a Service Provider/Agent accepts a cheque draft, credit or debit card or other non-cash form of payment, neither Merchantrade, Western Union nor the Service Provider/Agent assumes any obligation to process or pay the money transfer if the form of payment is uncollectible, nor do they

assume any liability for damages resulting from nonpayment of the money transfer by reason of such uncollectibility. Merchantrade reserves the right to change these terms and conditions or the offered service without notice. We, Western Union and its Service Providers/Agents may refuse to provide service to any person.

**DATA PROTECTION** – Your personal information is controlled by and processed by Merchantrade and Western Union under applicable laws. Merchantrade may 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 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 Merchantrade 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.

Merchantrade and 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. Merchantrade 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 our 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, Merchantrade and Western Union is unable to execute the money transfer or payment service, facilitate convenience activities or other requested services.

Merchantrade may provide the information Merchantrade hold to parties located in countries/territories other than the country in which the information originally was collected or created, including to Western Union 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. Merchantrade 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. Merchantrade 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. Western Union (and global affiliates) and Merchantrade may disclose your personal information, including without limitation your name, customer ID number, address and bank account information, (i) if Merchantrade 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/territory, 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.

The Information Merchantrade hold may be accessed by Western Union, Merchantrade and its affiliates including any authorized third party services 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 Merchantrade 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. 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, or required by a law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from Western Union, please contact Merchantrade.

**CONTRACT AND CUSTOMER RELATIONS** - Our contract is with the sender. Merchantrade have no obligations to any other party, such as a party the sender sends funds on behalf of. If you are not satisfied with the service you should telephone us. A representative will investigate your concerns fairly and speedily.

The Merchantrade Western Union Money Transfer Service is provided by Merchantrade and supported outside of Malaysia by Western Union Financial Services, Inc., an American company (for commercial services transactions) and Western Union International Limited, an Irish company (for money transfers), through a network of authorised Service Providers/Agents and representatives.

**Merchantrade details:**

Name: Merchantrade Asia Sdn Bhd

Registration No: 199601038238 (410591-T)

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Merchantrade Call Centre Number: 1300 888 606

Merchantrade Operating Hours: 24 hours a day (Monday – Sunday)