



Compass Payment Solutions LLC

Agreement

Terms and Conditions

CONSUMER FRAUD ALERT: PROTECT YOURSELF, BE CAREFUL WHEN A STRANGER ASKS YOU TO SEND MONEY, ESPECIALLY FOR INTERNET AUCTIONS, NEWSPAPER OR

TELEPHONE OFFERS. Compass Payment Solutions does not guarantee delivery or suitability of goods or services paid for with Services. **Compass Payment Solutions** is not an escrow service provider. Customer and Receiver agree not to use Services for escrow purposes.

THE SERVICES, AS DEFINED BELOW, ARE PROVIDED TO YOU SUBJECT TO THE FULL TERMS AND CONDITIONS AND APPLICABLE LAW.

WHEN YOU SEND MONEY WITHIN THE U.S. OR ITS TERRITORIES (“U.S.”) OR OUTSIDE THE U.S COMPASS PAYMENT SOLUTIONS MONEY TRANSFER SERVICES (COLLECTIVELY, THE “SERVICE(S)”) ARE PROVIDED BY COMPASS PAYMENT SOLUTIONS LLC. ALL PORTIONS OF THE SERVICES (U.S. AND NON-U.S.) ARE SUBJECT TO THESE TERMS AND CONDITIONS (“AGREEMENT”) And APPLICABLE LAW.

Additional information regarding the Services may be obtained in this Agreement. As used in this Agreement, **Compass Payment Solutions** refers to transactions sent within the U.S. and Outside the US. Service and funds availability depend on certain factors including the Service selected, the selection of delayed delivery options, special terms applicable to each Service, amount sent, destination country, currency availability, regulatory or consumer protection issues, identification requirements, delivery restrictions, agent location hours, and differences in time zones. “Receiver(s)” or “Final Receiver(s)” means the recipient designated by the client (“You” or “Your”) to receive funds sent by You in the Expected Payout Institution (“EPI”). For

transactions sent within the U.S., EPI generally means any bank location You have designated as destination. For transactions sent outside the U.S., EPL generally means the financial institution in the destination country You identify. The receiver will normally receive funds by wire. Certain countries and/or jurisdictions may impose a tax, fee and/or tariff on the Receiver's receipt of, or access to, transferred funds. Transactions may be reported to applicable authorities. **COMPASS PAYMENT SOLUTIONS RELIES ON THE INFORMATION YOU PROVIDE US TO SEND MONEY. PLEASE REVIEW ALL TRANSACTION DETAILS FOR ACCURACY BEFORE CONTINUING YOUR TRANSACTION. PLEASE MAKE SURE THE ACCOUNT NUMBER, BANK DETAILS AND CONTACT INFORMATION ARE CORRECT. OTHERWISE, MONEY MAY BE SENT TO THE WRONG ACCOUNT AND MAY NOT BE RECOVERED.**

REFUNDS: Subject to applicable law: (a) transactions may be canceled for a refund of the transfer amount, unless the funds have been sent and deposited at the time **Compass Payment Solutions** receives Your written request; (b) **Compass Payment Solutions** will not provide a transfer fee refund if funds are not available within the specified timeframe due to an error in your instructions and (c) **Compass Payment Solutions** may charge You a fee to refund the transfer amount back to You in those instances where Receiver rejects Your funds. Any and all refunds will be processed back to your original bank or financial institution without exception.

SPECIAL TERMS FOR INTERNATIONAL TRANSACTIONS: Notwithstanding the foregoing, and subject to applicable law, international transactions may be canceled for a full refund of the transfer amount and fees paid within 15 minutes of payment, unless the funds have been deposited. You may also receive a full refund in certain circumstances if You successfully assert an error or as otherwise provided under applicable law.

RESOLUTION OF DISPUTES: Unless You opt out as set forth below, any dispute arising from or relating to this transaction shall be resolved by final and binding arbitration as per the "Revised Florida Arbitration Code" The arbitrator shall also decide what is subject to arbitration.

This Agreement is governed by the Federal Arbitration Act, and any award shall be subject to judicial confirmation. **Any arbitration shall take place on an individual basis; class actions or arbitrations are not permitted.** If any part of this paragraph is deemed invalid, it shall not invalidate the other parts. If NAM is unavailable, the parties or a court will select another arbitrator. You may opt out of arbitration within 30 days after initiating a transaction by contacting **COMPASS PAYMENT SOLUTIONS. IF YOU DO NOT OPT OUT, YOU WILL WAIVE ANY RIGHT TO A TRIAL BY JURY OR JUDGE IN COURT AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION.**

LIMITATIONS OF LIABILITY: TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

- (a) IN NO EVENT SHALL **COMPASS PAYMENT SOLUTIONS** BE LIABLE FOR DAMAGES WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ITS EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, and
- (b) IN NO EVENT SHALL **COMPASS PAYMENT SOLUTIONS** OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR THE LIKE.

INTERNATIONAL TRANSACTIONS: When You send money outside the U.S., You are contracting with **COMPASS PAYMENT SOLUTIONS**, to make money available to Final Receiver. **COMPASS PAYMENT SOLUTIONS** is not responsible for the currency exchange rate that will be applied by Final Receiver.

GENERAL: This Agreement, together with all items incorporated by reference, embodies the entire understanding among the parties. It supersedes all prior understandings and cannot be modified orally. **Compass Payment Solutions** has the right to assign this Agreement to any party, at any time without your consent. This Agreement is governed by Florida law without regard to conflicts of law rules. If an Agreement provision is found invalid, remaining provisions shall be valid. Services are directed solely to persons 18 and over. The English language version controls if there is an inconsistency between English and non-English Agreement versions. You and Receiver represent that Your use of Services does not violate: (a) any law, including, without limit, laws relating to money

laundering, illegal gambling activities, support for terrorist activities or fraud; and/or (b) this Agreement. Information provided to **Compass Payment Solutions** shall be truthful and complete. You shall indemnify **Compass Payment Solutions** and its Agents for all losses of any kind (including attorney fees) arising out of any Agreement breach by You or Receiver. **Compass Payment Solutions** reserves the right to change Services without notice. **Compass Payment Solutions** and its Agents may refuse to provide Services to any person.

PRIVACY: We may collect and disclose personal information to third parties as explained in our Privacy Statement. To get a copy, visit www.compay.net or email compliance@compay.net.

We collect personal information, for example, when You transact with us (e.g., using the Services); submit information on applications, forms, and by other means; register for communications; Information disclosed may include financial data (e.g., information on transactions with us and other financial matters), contact information and identification, Recipients may include financial and non-financial companies, service providers, government agencies. You may direct us to limit certain disclosures, and Your choice will apply until You change Your choice, or we delete Your data. To limit disclosures (opt out) email compliance@compay.net.