

## **TERMS AND CONDITIONS OF REGISTRATION OF A USER ACCOUNT ON ONLINE PLATFORM**

### **CREATING A USER ACCOUNT**

The service Western Union ® Online Money Transfer (hereinafter: the Service) in Serbia is provided by TENFORE d.o.o. (hereinafter: TENFORE), through the online platform <https://www.wuonline.rs>.

To use the Service you need to create a User Account first, then go through the process of establishing and verifying identity at some of our Location or the process of video-identification and sign the Framework Agreement, after which you will be allowed to use the Service.

If your identity is not established and verified within 30 days following the moment you created the User Account, the User Account and all data will be permanently deleted. In the case you want to use the Service, it will be necessary to create again the User Account.

The online platform allows you to store the information (including personal information and information of other persons to whom you send or from whom you receive money) which you may access for easier provision of the Service.

### **LOGIN INFORMATION**

The e-mail address that you register will be your username for logging. One user may not register more than one User Account. You are obliged to protect your login information (username and password) and not to disclose them to anybody. If your username or password is compromised, please notify TENFORE immediately in the manner defined by the Framework Agreement.

### **DELETING USER ACCOUNT**

At any time you may submit a request for deleting User account with no additional costs, by contacting TENFORE in the manner defined by the Framework Agreement.

### **DISABLING USER ACCOUNT**

TENFORE may at any time disable your User Account, either due to events that are beyond the control of TENFORE or Western Union, technical problems with the connection, violation of the present Terms and Conditions of Registration of User Account or provisions of the Framework Agreement that regulate the provision of Service or for any other reason, at the sole and absolute discretion of TENFORE.

### **ACCESS TO THE USER ACCOUNT AND USE OF THE SERVICE**

As a user of the Service, you agree to the following:

1. that you will ensure that the data on the User Account are up-to-date, for the purpose of providing the regular use of the Service;
2. that you will access the User Account and use the Service exclusively for lawful purposes and in a lawful manner and that you agree to perform all activities related to the User Account and Service in accordance with the principle of good faith and fairness;
3. that you will comply with all guidelines, notices and instructions related to the use of the Service and/or access to the User Account, as well as any changes thereof issued by TENFORE;
4. that you will ensure that any information or data that you publish or source are accurate and
5. that you will comply with any request by TENFORE or Western Union to provide additional documentation or information in order to enable TENFORE or Western Union to verify your identity.

The use of the Service is limited only to users with established and verified identity and who have User Account and signed the Framework Agreement.

## **PRIVACY**

You will be required to provide TENFORE and Western Union with certain personal information so that they can verify your identity, obtain payment authorization from the issuer of payment instrument and execute the transaction. The information on collection and processing of personal data is an integral part of the General Terms and Conditions for the Provision of Western Union Online Money Transfer Service (<https://wuonline.rs/docs/wu/general-terms-and-conditions-sr.pdf>).

## **LIMITATION OF LIABILITY**

### 1.Unauthorised transactions

Login data and password are confidential and you must not share them with third parties. To the extent permitted by legal regulations, TENFORE and Western Union disclaim all liabilities for transactions imitated and executed using your login information and password, without your authorisation. In no event shall TENFORE and Western Union be liable for any indirect, special, incidental or consequential damages. This disclaimer does not limit the liability of Western Union for any losses, to the extent that such losses result from negligence or willful omissions by Western Union.

### 2.Provision of the service to the extent available, regardless of the will of TENFORE or Western Union

The online platform and its contents, as well as the provision of the Service, depend on a number of factors, not all of which are under the control of TENFORE and Western Union. In this sense, TENFORE and Western Union shall not provide any guarantees regarding the availability of the Service at all times, and the functioning of the online platform itself and the display of its content. TENFORE and Western Union shall not provide any legal guarantees regarding the legal work you undertake by executing individual payment transactions, and/or regarding the intellectual property rights of third parties.

Nothing stated herein is intended to limit or reduce the application of any legal provisions that govern the rights of users of the Service. To the extent permitted by law, the liability of TENFORE or Western Union for breach of any term, provision or warranty, implied or imposed by any applicable legislation in the field of financial service user protection that cannot be lawfully excluded, is limited to liability, at the option of TENFORE or Western Union, to re-provide an individual payment transaction or pay fee for re-provision of that individual payment transaction.

## **DELIVERY OF CONFIRMATIONS AND COMMUNICATION**

You agree that communication with TENFORE will be carried out in the manner defined by the Framework Agreement.

## **LIMITED ACTIVITIES**

Regarding your access to the online platform and User account or during your interaction with some other user or third person, you must not:

1. violate any law, regulations or third persons' rights, provisions of the Framework Agreement or any other guideline stated on the online platform;
2. violate any rights of TENFORE and Western Union relating to copyright, patents, protected brand, corporate secrets or other intellectual property rights;
3. provide any false, incorrect or misleading information;
4. access the online platform via VPN proxy or any other type of anonymized access;
5. try to distribute or propagate malicious code on the online platform and/or the interests and property of other users or third persons;
6. attempt to gain unauthorised access to the online platform or otherwise interfere or disrupt other computing systems or networks connected to the Service;
7. transfer your User Account to a third party;
8. use your User Account for any illegal purpose or criminal activity of any kind or
9. commit or support any illegal activity or fraud of any kind.

If we reasonably suspect that you have performed any of the activities specified in the previous paragraph or any activity that is contrary to laws, we can take the following measures:

1. report any suspicious or illegal activities to the competent authorities;
2. cancel or decline any individual payment transactions that you have initiated or attempted to initiate;
3. suspend or close the User Account or
4. take such additional steps that TENFORE or Western Union, in its sole discretion, deems necessary, including taking legal actions against you.

In the event of disabling your User Account, we will notify you thereof in reasonable time and provide you with an opportunity to request access renewal, when and if appropriate. Any access renewal is done at the sole and absolute discretion of TENFORE and Western Union and is subject to applicable guidelines and procedures of TENFORE and Western Union.

## **INTELLECTUAL PROPERTY**

The name and logo of TENFORE and WESTERN UNION, as well as all names or logos associated with the online platform or the Service, are trademarks or registered trademarks of these companies (or their representatives, agents, business partners or licensed agents, as applicable). You hereby confirm that you are aware that the online platform, website, Service and all technologies used in connection with the Service represent intellectual property and contain information about the owner of the property rights. You may not use, reproduce, distribute, modify or use to create derivative works; publicly display (including framing of content) or commercially use any part of the online platform, website or Service, and/or. the above-mentioned registered or unregistered trademarks, intellectual property or information about the holders of property rights, except when it is necessary to make a reasonable number of copies (without modification ) for personal, non-commercial use. All web page headers, their graphic contents, icons, buttons and scripts represent the protected intellectual property rights of TENFORE and Western Union and you may not reproduce, distribute, change or use them without the prior written consent of the owner of the property rights.

All rights and interests regarding the online platform, website, its content, Services, the technology used in connection with the Service, as well as any technology and contents created or derived from the aforementioned items, are the sole property of TENFORE and Western Union (or its subsidiaries, suppliers, business partners or licensed agents, as applicable).

## **LINKS TO INTERNET RESOURCES**

TENFORE or Western Union may provide links on the online platform to other websites, including those managed by third parties, other than TENFORE or Western Union. These links are set up to enable users to familiarize themselves with contents and services of third parties that we believe may be of interest to users, and TENFORE and Western Union are not responsible for the availability of the content of those websites, or the services offered by third parties. TENFORE and Western Union are not responsible for the contents of such websites. Accessing websites or using third-party services is at your own risk.

## **NO WAIVER OF RIGHTS**

If TENFORE or Western Union fails to exercise any right or provision of the present Terms and Conditions or any provision of the use account, it does not mean that they have waived that right or provision.