

## CHOICE MONEY TRANSFER, INC. / SMALL WORLD USER AGREEMENT

This User Agreement governs the terms under which you may access and use Choice Money Transfer, Inc. / Small World 's website. For purposes of this User Agreement, "website" or "online service" includes [www.SmallWorldfs.com](http://www.SmallWorldfs.com), and our mobile applications and any associated online services. The website enables you to send cash from the convenience of your computer or mobile device to beneficiaries virtually anywhere in the world, subject to these terms and conditions (a "money transfer").

You are not authorized to use the website if you do not agree to be bound by the terms set forth in this User Agreement. By accessing or using the online service, you agree to be bound by the terms and conditions of this Agreement, as may be amended from time to time. Please read this User Agreement carefully and make sure you understand it fully before using the website.

As used throughout this User Agreement, the terms "Choice Money Transfer / Small World ", "we", "us", and "our" refer to Choice Money Transfer, Inc. / Small World Financial Services Group Limited, together with its employees, consultants, directors, successors, subsidiaries, affiliates, and assignees. The terms "you" and "your" refer to users of the online service, whether in their capacity as Senders, Beneficiaries or visitors to our website.

### TERMS AND CONDITIONS

Choice Money Transfer / Small World assumes no responsibility in relation to the material included in these pages. This material: a) does not necessarily provide information that is exhaustive, complete, exact or up-to- date; b) may contain links to external pages over which we have no control and whose contents may be unknown to us, reasons for which we decline all responsibility; c) does not provide professional or legal advice.

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Nonetheless, in the event that an error should be found in these pages, we ask you to inform us of it so that we can rectify as soon as possible.

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Transactions placed by users residing in one of Choice Money Transfer / Small World's U.S. licensed states will be doing business with Choice Money Transfer, Inc. d/b/a Small World Money Transfer, Small World Financial Services Group. If user is outside of the U.S., users will be doing business with another Small World Financial Services Group Limited subsidiary.

Choice Money Transfer / Small World does not necessarily coincide with the information and opinions contained in these web pages.

Choice Money Transfer / Small World takes no responsibility for the misuse of the contents of these web pages on the user's behalf.

Choice Money Transfer / Small World takes no responsibility for any information not contained in these web pages and as such, not issued directly under the control of Choice Money Transfer / Small World or not published with its name. In particular, Choice Money Transfer / Small World is not responsible for the contents and the information contained in the web pages of third parties connected by links with the web pages pertaining to Choice Money Transfer / Small World.

Choice Money Transfer / Small World reserves the right to update the contents of these web pages whenever it may see fit, as well as to delete them and to limit or prevent access to them, whether temporary or permanent. Choice Money Transfer / Small World is not obliged to control the information and opinions that users may transmit in the open forums of these web pages. However, Choice Money Transfer / Small World reserves the right to delete from its web pages any information or opinion from users that may be contrary to the law in force, especially when this represents an infringement of fundamental individual rights and liberties.

Whenever it is necessary to use a password or user name to access a service contained in these web pages, the user is obliged to keep it secret and use it diligently. In the event of the loss or negligent use of the password, the user will be responsible for any use that third parties may have been able to make of it.

UNDER NO CIRCUMSTANCES DOES CHOICE MONEY TRANSFER / SMALL WORLD ACCEPT RESPONSIBILITY FOR POSSIBLE DAMAGE, WHETHER DIRECT, INDIRECT, SPECIAL OR OF ANY OTHER NATURE, DERIVED FROM THE USE OF THIS WEB PAGE OR OF ANY OTHER WEB PAGE TO WHICH THE USER IS DIRECTED FROM THIS ONE, INCLUDING, WITHOUT ANY LIMITATION, ANY LOSS OF PROFITS, STOPPAGE OF BUSINESS, LOSS OF PROGRAMMES OR OTHER DATA FROM THE INFORMATION TREATED IN THE USER'S SYSTEM, EVEN WHEN WE HAVE BEEN EXPLICITLY INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

#### ANTI-MONEY LAUNDERING COMPLIANCE

Choice Money Transfer / Small World is licensed to conduct business in the states listed below. In accordance with the requirements of the Electronic Code of Federal Regulations, the Bank Secrecy Act, the USA PATRIOT Act, and all relevant state regulations, Choice Money Transfer / Small World employs a full time staff to monitor all agencies and transactions to ensure compliance with all applicable laws and regulations relating to the prevention of money laundering. Simply put, these laws define the circumstances under which financial institutions such as Choice Money Transfer / Small World are required to take reasonable steps to verify both the identity of its customers and the source of their funds. Some agencies, such as the Office of Foreign Asset Control, set limitations as to persons, organizations and even countries with whom a financial institution such as Choice Money Transfer / Small World can do business. It is important to note that these requirements do not necessarily depend on the size of the transaction. Through the use of sophisticated software filters and individual analysis, we are required to monitor all transactions for evidence of individuals engaged in a pattern of transactions that give rise to a reasonable suspicion that they are "structuring" their transactions to avoid providing information or documentation to verify their identity and/or source of funds. Thus, customers may be required to provide valid government identification and other information and documentation regarding the transaction and their source of funds, regardless of the size of the transaction.

The information provided by customers for fulfillment of our compliance obligations is considered non-public personal information. As such, Choice Money Transfer / Small World is prohibited by law from releasing this information except insofar as it is necessary to complete the customer's transaction or in response to a request by a state or federal government agency.

### <h3>1. OVERVIEW OF THE ONLINE SERVICE</h3>

The online service is intended for our customers to send money transfers and mobile reloads to beneficiaries. We recommend that the online service only to be used send money to people you know personally. You should not use the online service to send money to someone you do not know.

CONSUMER FRAUD ALERT: PROTECT YOURSELF FROM SCAMS AND FRAUD. PROTECT YOURSELF. BE CAREFUL WHEN A STRANGER ASKS YOU TO SEND MONEY, ESPECIALLY IN CONNECTION WITH AN INTERNET, NEWSPAPER OR TELEPHONE OFFER OR PROMOTION. We do not guarantee delivery or suitability of goods or services paid for with money transfers initiated through our online service. If you believe someone is trying to scam or defraud you or your Choice Money Transfer / Small World username or password have been lost or stolen, please contact us immediately by telephone 1-866-210-8002 or email at [online.usa@smallworldfs.com](mailto:online.usa@smallworldfs.com).

Anytime you use our online service, you should safeguard your password and only use Choice Money Transfer / Small World for legal purposes only. If you want to learn more about sending money safely with Small World / Choice Money Transfer, please read our Privacy Policy.

Definitions:

- Sender: is the person who uses the online service to send money or to send mobile reloads.
- Beneficiary: is the person for whom a Sender makes a bill payment through the online service. (For instance, imagine that you use the online service to pay a bill for your relative). Your relative would be your Beneficiary and the company which receives the payment is the Online Service Company for that Transaction). You understand that the person referred to as a Beneficiary in this User Agreement may be referred to as the "Beneficiary" on your bill payment receipt.
- Receiving Country: is the country in which the Beneficiary or Online Service Company receives money or a mobile reload through our service.
- Transaction: is a specific instruction to send money through the online service.
- Transaction Amount: is the amount of money that the Sender provides to Choice Money Transfer / Small World to be sent in the Transaction, without the Transaction Fee.
- Transfer Fee: is the fee that the customer will pay for the transfer cost
- Other Fees: Additional fees for the customer to pay such as: bank or card fees, international bank fees and/or taxes or charges levied by the Beneficiary's country.
- Total to Beneficiary/ Payout Amount: is the amount paid out to the Beneficiary or Online service Company, excluding any taxes or charges that may be levied under the laws of the receiving Country (Transfer Taxes).

### 2. OFFER AND ACCEPTANCE

In the case that you submit a Transaction, it shall be deemed as a request for us to process your Transaction, an offer which we may accept or reject at our sole discretion from our head office in Englewood Cliffs, New Jersey.

Please read this Agreement carefully before using the website. By using the website and by clicking to accept or agree to the terms of use when this option is made available to you, you accept and agree to be bound and abide by these terms of use and our Privacy Policy with respect to the service and money transfer transactions originated from the website. If you do not want to agree to these terms of use or the Privacy Policy, you must exit the website, and not use our money transfer service.

### 3. ACCESS TO THE ONLINE SERVICE

i) Eligibility of Users: To be eligible to use our online service as a Sender, you must be at least eighteen (18) years old. In addition, you must be able to form legally binding contracts under applicable law and other restrictions may apply.

ii) Not available in certain countries: The online service may not be available in whole or in part in different countries and jurisdictions as determined by local laws and regulations.

iv) Mobile Online Services: You can also access our online service via mobile device. You may incur mobile carrier's standard charges, data rates and other fees not related to fees charged by Choice Money Transfer / Small World for mobile online services.

### 4. REMITTANCE

a) Charges:

Choice Money Transfer / Small World reserves the right to reject credit card and debit card transactions if the client is not in USA. If you are traveling please use the payment mode of ACH (Direct Debit). Be aware that proof of Address and Identification will be requested.

For each transaction sent on your behalf, charges may apply in addition to the Transfer Fee. When those fees and charges are known, we will notify you of them before processing the transaction or, in some cases, provide an estimated amount. Your payment must be made on the same day as you are sending the transaction for processing. Choice Money Transfer / Small World only accepts payments in U.S. dollars (USD). If you send a transaction, where Choice Money Transfer / Small World receives less funds than required, chargeback fees, insufficient funds fee or similar charges may be imposed and you agree to reimburse Choice Money Transfer / Small World for all the mentioned charges

b) Foreign Currency:

When initiating a send Transaction, you agree to transfer the money in the set currency of where your Beneficiary is located. In addition to the Transfer Fee, a currency exchange rate may apply to the Transaction. Currency is converted to at an exchange rate set by us. Any difference between the rate given to you and the rate received by us will be kept by Choice Money Transfer / Small World in addition to the Transfer Fees. You may find out the current foreign exchange rate provided by Choice Money Transfer / Small World to its customers by calling toll-free to 1-866-210-8002 or by viewing the disclosed exchange rates posted on the website.

Subject to applicable law, the actual or estimated currency exchange rate applicable to Your transaction will be provided to you on the written disclosures provided to you by Choice Money Transfer / Small World in connection with your Transaction. Payouts will generally be made in the national currency of the payout location ("local currency"). We are not responsible for the currency exchange rate that will be applied if the Beneficiary chooses to receive a currency other than the currency where s/he is located.

c) Payments:

You authorize us to access, charge and debit funds from any of the Payment Methods that we make available in our online service. This will include, but not be limited to, credit card, debit card or an ACH transaction (direct debit). We do not accept pre-paid cards and corporate/business cards. If the payment cannot be fully completed or is an insufficient amount, we may retry debiting one or more times or, you shall change the payment method and pay us with a different payment method. You represent and guarantee to be the legitimate owner of the payment method used.

If you choose to pay by debit/credit card, please note that your transaction will be processed from a bank in the United Kingdom as Small World Money Transfer is a multi-national corporation with global headquarters in London, United Kingdom, not in the USA. Therefore, please only use a card that does not charge foreign or international transaction fees. If you are not sure your debit/credit card charges a foreign or international transaction fee, please contact your bank first. We are not responsible if after this disclaimer you continue with the transaction.

d) Other Charges:

Choice Money Transfer / Small World is not responsible for any additional charges from financial Institutions related to the payment methods that we make available in our online service. Choice Money Transfer / Small World will not be responsible for charges caused by lack of funds, overdraft or additional costs or fees charged by your bank, credit/debit card issuer, providers related to use of the online service.

e) Scheduled Money Transfers:

When using this online service, you authorize Choice Money Transfer / Small World to create a transaction in your name. When creating money transfer Transactions that involve currency exchange, you understand that it's impossible for Choice Money Transfer / Small World to guaranty a future exchange rate. By using the website, you acknowledge and accept the exchange rate offered by Choice Money Transfer / Small World for the day.

f) Pre-Payment Disclosures and Receipt:

Prior to making a payment, Choice Money Transfer / Small World will provide you with the following pre-payment disclosures:

- Amount to be transferred
- Front-end fees and taxes

- Exchange rate (or estimate as permitted by law)
- Covered third-party fees
- Total amount to be received by designated recipient

Upon your making a payment in connection with a Transaction, Choice Money Transfer / Small World will provide you with a receipt containing the following information:

- Applicable pre-payment disclosures
- Date of funds availability
- Name of designated recipient
- Error resolution/cancellation
- State regulator and CFPB contact information
- Transfer date (applicable for transfers scheduled 3+ business days before date of transfer and first in a series of pre-authorized RTs)

## 5. TRANSACTIONS PAID OUT

### i) Involved Service Providers:

We operate with local banks, money exchange houses, and other third party online service providers to pay in the destination countries.

You agree on sending the Transaction Amount to the Beneficiary as specified in the Transaction with the purpose of receiving the funds related with the online service. We will make an effort to keep up to date the locations, availability and timetables of our online service providers. You agree, acknowledge and accept that Choice Money Transfer / Small World will not in any way be responsible for any incomplete or inexact information that may be published on our websites.

### ii) Identity Verification

You may be required to provide us with certain information, including certain government-issued identification documents, to allow Choice Money Transfer / Small World, among other things, to verify your identity and to complete the Transaction. You agree that the information you provide is not false, inaccurate or misleading. Please refer to our Privacy Policy for information concerning use of your information.

You authorize Choice Money Transfer / Small World and third party providers to contact the Beneficiary and save all required information necessary for a proper performance of the Transaction.

You represent and warrant that the information in the account or bank details are correct, as money may not be recovered if it's sent to the wrong account.

## 6. LIMITATIONS / RESTRICTIONS

### i) General Limitations.

At any moment, and without prior notice and our full discretion, we may reject any Transaction or limit the amount to transfer, for any transaction or group of transactions.

ii) Delay Policy.

Your Transaction may be delayed or canceled in our discretion and without prior notice before the Beneficiary or third party supplier has received the Transaction Amount. We may delay or cancel the Transaction for any reason, that include among others: lack of identity verification, payment method validation, fraud and anti-money laundering compliance review, contacting or locating you, your Beneficiary, the online service provider. Working timetable, system availability or disposal of currency may also be a reason for delay. Nonetheless you are entitled to request a refund in certain circumstances.

iii) Restrictions on Commercial Transactions. You may only use the online service to send money for and/or to Beneficiaries that you know for non-commercial purposes. If the online service is used for commercial purposes, we may, in our sole discretion, cancel your Transaction/s and close your account.

iv) Unauthorized Transactions.

The purpose of our online service is to allow customers to transfer money to families and friends. We may, in our sole discretion, cancel any transaction or close any account that we suspect has been used for any non-personal reasons. You may not use the online service in violation of this Agreement, applicable laws, rules or regulations. It is a violation of this Agreement if you use the online service for any of the following, but limited to, activities: sexually oriented online services or materials, gambling, fraud, money laundering, financing of terrorist organizations, buying or selling tobacco, firearms, medicines or banned drugs; or sending money to a politically exposed person or a Beneficiary that has previously violated this Agreement. If you use our online service for these purposes, Choice Money Transfer / Small World reserves the right to report the activity to the authorities.

v) Restricted Activities.

As a user of the online service, you agree that you will not do any of the following:

- Breach this or any other agreement between you and Choice Money Transfer / Small World.
- Open more than one account.
- Provide false, incorrect or misleading information.
- Fail to cooperate with any investigation or to provide confirmation of your Identity or any other information we may need.
- Use an anonymous proxy server. ● Make a cash advance from your credit card (or help others to do so).
- Share transaction data or other information with anyone but the online services firm, your recipient and/or your Beneficiary and you will instruct the recipient or Beneficiary not to share transaction numbers or other information.
- Violate any other restriction of this end user agreement.

vi) Eligibility.

We reserve the right, in our sole discretion, to reject transactions involving certain payment instruments. In addition, we may reject transactions, from certain senders or those directed to certain beneficiaries or to certain online services firms, including those persons who appear on the Specially Designated Nationals list, Noncooperative Countries and Territories list or any other list issued by the USA government, the Treasury Department or any other governmental agency.

vii) Others.

You are not allowed to send or receive transactions:

- 1) On behalf of any other person,
- 2) On behalf of any firm or person
- 3) On behalf of any charity organization without our consent.

You may send transactions to online services firms or beneficiaries who you personally know. At any time and in our sole discretion, we may reject any transaction, close multiple accounts linked to: any individual, persons related to that individual or persons sharing a household with that individual.

viii) Impossibility of any Change.

You may not change your transaction details once it has been processed by us, except as may be permitted by law. It is your responsibility to review the transaction details provided to us for accuracy before it is submitted for processing.

## 7. COLLECTION OF INFORMATION

Privacy policy.

By accepting this user agreement you acknowledge and accept the privacy policy of "CHOICE MONEY TRANSFER / SMALL WORLD" which constitutes an agreement between you and "CHOICE MONEY TRANSFER / SMALL WORLD". To read our privacy policy, please click this link.

Divulgence of Information to the Government: The law allows the release and/or disclosure of non-public personal information about you and transactions conducted by you to government authorities and enforcement agencies as explained in our privacy policy.

Client Identification Program: We are required to collaborate with the government to help fight against terrorist financing, money laundering and other financial crimes. U.S. law requires that we obtain, verify and maintain information about you. For that reason we may ask you to provide us with nonpublic, personal identifying information, about you or your beneficiary. We may also lawfully obtain information about you from independent sources, without your knowledge or consent, including non-personal identifying information that we may obtain when you visit our website. Information verification: You authorize us to verify whatever we consider is necessary through the sources we need in order to validate the information you provide us. This may imply a request for additional info, requiring you to take steps to confirm your email address, mobile device or financial instruments or verify against 3rd party databases or any other sources. This can also include the verification of your beneficiary's information.



## 8. ERRORS AND PROBLEMS

### a. Error Resolution

What To Do If You Think There Has Been An Error or Problem:

If you think there has been an error or problem with your remittance transfer:

- Call us at 1-800-268-6458; or
- Write to us at Complaints Management, 560 Sylvan Avenue, Englewood Cliffs, NJ 07632, 10118; or
- E-mail us at [cs@smallworldfs.com](mailto:cs@smallworldfs.com)

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please provide us with:

- (1) Your name and address [or telephone number];
- (2) The error or problem with the transfer, and why you believe it is an error or problem;
- (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address;
- (4) The dollar amount of the transfer; and
- (5) The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of certain documentation we used in our investigation.

### b. Complaints

To submit any complaints related to services rendered by Choice Money Transfer / Small World, please contact us at 1-866-210-8002 or by email at [online.usa@smallworldfs.com](mailto:online.usa@smallworldfs.com)

### c. State-Specific Provisions for Complaints:

The following provisions apply to the residents of the states identified below. Please note that Choice Money Transfer / Small World is also authorized to process money transfers for residents in South Carolina since a license is not required.

California : [www.dbo.ca.gov](http://www.dbo.ca.gov)

Phone: 866-275-2677

Mail:

Department of Financial Protection and Innovation

Attn: Consumer Services 2101 Arena Boulevard, Sacramento, CA 958134

If you have complaints with respect to any aspect of the money transmission activities conducted on the website or mobile app, you may contact the California Department of Financial Protection and Innovation at its toll-free telephone number, 1-866-275-2677, by email at [consumer.services@dbo.ca.gov](mailto:consumer.services@dbo.ca.gov), or by mail at the Department of Financial Protection and Innovation, Consumer Services, 12101 Arena Boulevard, Sacramento, CA 958134.

Connecticut : <http://www.ct.gov/dob>

Phone: 860-240-8299

Mail: Connecticut Department of Banking Attn: Government Relations and Consumer Affairs 260 Constitution Plaza Hartford, CT 06103-1800

Delaware : <http://www.banking.delaware.gov>

Phone: 302-739-4235

Mail: Office of the State Bank Commissioner Attn: Compliance 555 E. Loockerman St., Suite 210 Dover, DE 19901

District of Columbia : <http://disb.dc.gov/>

Phone: 202-727-8000

Mail: District of Columbia Department of Insurance, Securities and Banking Attn: Compliance 810 First St., NE, Suite 701 Washington, DC 20002

Florida : <http://www.flofr.com>

Phone: 800-342-2762

Mail: Florida Dept. of Financial Services 200 East Gaines St. Tallahassee, FL 32399

Georgia : <http://www.dbf.georgia.gov>

Phone: 770-986-1633

Mail: Dept. of Banking and Finance 2990 Brandywine Rd., Suite 200 Atlanta, GA 30341-5565

Illinois : <http://www.idfpr.com/DFI>

Phone: 312-814-6910

Mail: Illinois Department of Financial and Professional Regulation 100 West Randolph St., 9th Floor Chicago, IL 60601

Maryland : <http://www.dllr.state.md.us>

Phone: 410-230-6077

Mail: Commissioner of Financial Regulation 500 N. Calvert St., Suite 402 Baltimore, MD 21202

Michigan : <http://www.michigan.gov/difs>

Phone: 877-999-6442

Mail: Michigan Dept. of Insurance and Financial Services 611 W Ottawa St, 3rd Floor Lansing, MI 48933

New Jersey : <http://www.state.nj.us/dobi>

Phone: 609-292-7272

Mail: NJDOBI P.O. Box 471 Trenton, NJ 08625-0471

New York : <http://www.dfs.ny.gov>

Phone: 800-342-3736

Mail: NY Dept. of Financial Services Attn: Consumers Assistance Unit One Commerce Plaza Albany, NY 12257

North Carolina : <http://www.nccob.gov>

Phone: 888-384-3811

Mail: Commissioner of Banks 4309 Mail Service Center Raleigh, NC 27699-4309

Ohio : <http://www.com.ohio.gov/fiin>

Phone: 800-321-3100

Mail: Ohio Department of Commerce Division of Financial Institutions Attn: Consumer Complaints 77 High Street, 21st Floor Columbus, OH 43215

Pennsylvania : <http://www.portal.state.pa.us>

Phone: 800-722-2657

Mail: Pennsylvania Department of Banking Attn: Consumer Services 17 N Second St., Suite 1300 Harrisburg, PA 17101-2290

Rhode Island : <http://www.dbr.ri.gov/divisions/banking>

Phone: 401-462-9503

Mail: Rhode Island Department of Business Regulation Attn: Division of Banking 1511 Pontiac Avenue, Bldg. 68-2 Cranston, RI 02920

Tennessee : <http://www.tn.gov/tdfi>

Phone: 800-778-4215

Mail: TN Dept. of Financial Institutions Attn: Consumer Resources Section 400 Dreaderick St., 6th Floor Nashville, TN 37243

Texas : <http://www.dob.texas.gov>

Phone: 877-276-5554

Mail: Texas Department of Banking 2601 North Lamar Blvd. Austin, TX 78705

Virginia : <http://www.scc.virginia.gov>

Phone: 804-371-9657

Mail: VA Bureau of Financial Institutions 1300 East Main St., Suite 800 Richmond, VA 23218-0640

## 9. CANCELLATION AND REFUNDS

### a. Money Transfer Cancellation and Refunds Disclosures (All States Except California)

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at 1-800-268-6458 within thirty minutes of payment for the transfer. When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account. Please note that your bank or card provider may take up to 15 business days to process the credit to your account in accordance to their policies. Refunds are only made in U.S. dollars.

### b. State-Specific Money Transfer Cancellation and Refund Disclosures (California Only)

**RIGHT TO REFUND:** You, the customer, are entitled to a refund of the money to be transmitted as a result of this agreement if Choice Money Transfer / Small World does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you. If your instructions as to when the money shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted you have a right to a refund of your money. If you want a refund, you must write us via e-mail at [online.usa@smallworldfs.com](mailto:online.usa@smallworldfs.com). You can also write us at: Choice Money Transfer / Small World, Attn: Online Customer Service, at 560 Sylvan Avenue, Englewood Cliffs, NJ 07632. In case you do not receive your refund, you may be entitled to your money back plus a penalty of up to US\$ 1,000 and attorney's fees according to Section 2102 of the California Financial Code."

## 10. CHOICE MONEY TRANSFER / SMALL WORLD'S INTELLECTUAL PROPERTY

You acknowledge and agree that Choice Money Transfer / Small World as the sole owner of the online service which includes: our websites, text, graphics, links, buttons, logos, and images, as well as all other Choice Money Transfer / Small World patents, copyrights, trademarks, trade secrets, online service marks, logos, and product and online service names that are all exclusively owned by Choice Money Transfer / Small World (the "Choice Money Transfer / Small World Intellectual Property"). You agree not to display, use, copy, or modify the Choice Money Transfer / Small World Intellectual Property in any manner. You are only allowed to view and retain a copy of our website pages for your own personal non-commercial use. Additionally you agree not to:

1. use any automated devices, data mining, robots, or any other similar practice for data gathering or extraction methods to access or use the online service;

2. modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the online service, in whole or in part, except the information you upload to the online service through legally permissible means;
3. remove or modify any author, trademark or other proprietary notice or legend displayed on our websites (or printed pages thereof); or
4. infringe on Small World's / Choice Money Transfer's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

The software and the technology underlying the online service are the property of Choice Money Transfer / Small World, its affiliates and any other brand name under the Small World Financial Services group. Subject to the terms and conditions of this User Agreement, Choice Money Transfer / Small World hereby grants you a non-transferable, non-sub licensable, and non-exclusive right and license to use the object code of any software on your device(s) solely in connection with the online service, provided that you agree not to copy (except as expressly provided herein), modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the software. Any rights not expressly granted herein are reserved by Choice Money Transfer / Small World.

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#### 11. DISCLAIMER OF WARRANTIES

TO THE EXTENT PERMITTED BY LAW, THE ONLINE SERVICE AND SOFTWARE ARE PRESENTED "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION. EXPRESS, IMPLIED OR STATUTORY. WE, OUR SUBSIDIARIES, EMPLOYEES, SUPPLIERS, VENDORS, AND SERVICE PROVIDERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. We make reasonable efforts to ensure that transactions are processed in a timely manner. However, we cannot make any representations or warranties regarding the time needed to complete the processing due to certain factors that are beyond our control. This warranty gives you specific legal rights and other conditions may arise in connection therewith, which may vary from state to state. Notwithstanding the foregoing, you have the right for a refund as is expressed herein.

#### 12. LIMITATION OF LIABILITY

Excluding for claims specified in SECTION 2102 OF THE CALIFORNIA FINANCIAL CODE ARISING FROM TRANSACTIONS ORIGINATED IN CALIFORNIA, UNDER NO CIRCUMSTANCES SHALL CHOICE MONEY TRANSFER / SMALL WORLD, ITS SUPPLIERS, VENDORS, ONLINE SERVICE PROVIDERS, ONLINE SERVICE COMPANIES, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES BEYOND THE SUM OF \$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND TRANSACTION FEES), INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IN CASE CHOICE MONEY TRANSFER / SMALL WORLD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) AS A RESULT OF

NEGLIGENCE ON THE PART OF SMALL WORLD / CHOICE MONEY TRANSFER, ITS SUPPLIERS, VENDORS, ONLINE SERVICE PROVIDERS, ONLINE SERVICE COMPANIES, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS.

### 13. DISPUTE RESOLUTION AND GOVERNING LAW

#### a. Governing Law

This User Agreement shall be governed according to the laws of the State of New Jersey, and any activity relating to the online service shall be deemed to have been performed in New Jersey. Any dispute, conflict, claim or allegation related with the online service or User Agreement (a "Claim") shall be governed by and construed in accordance with the laws of New Jersey.

#### b. Disputes with Choice Money Transfer / Small World

Any problem or dispute with Choice Money Transfer / Small World's online service may be reported to our Online Customer Service. In the event there is any dispute between you and Choice Money Transfer / Small World, our goal is to obtain as much information as we can in order to resolve it. If our solution is not satisfactory, we will seek to provide you with a neutral and cost-effective means of resolving the dispute expeditiously.

#### c. Arbitration

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. The arbitrator shall also decide what matters are subject to arbitration. The arbitration will be administered by Choice Money Transfer / Small World.

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. You may opt out of arbitration within 30 days after initiating a Transaction by writing us at: Choice Money Transfer / Small World, Attn: Online Customer Service, at 560 Sylvan Avenue, Englewood Cliffs, NJ 07632. 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.

#### d. Forum for Disputes

In the event that you opt out of arbitration as described in section 14c above; you agree that any claim against Choice Money Transfer / Small World must be resolved in the Superior Court of New Jersey, Bergen County, unless both parties agree to a forum for the resolution of the claim.

#### e. Improperly Filed Litigation

All claims you bring against Choice Money Transfer / Small World must be resolved in accordance with section 14. All claims filed or brought contrary to Section 14 of this agreement shall be considered improperly filed and a breach of this Agreement. In the event of such a breach, Choice Money Transfer / Small World may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD from you, provided that Choice Money Transfer / Small World has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the action.

#### 14. INDEMNITY

You agree to indemnify and hold harmless Choice Money Transfer / Small World, its suppliers, vendors, online service providers, online service companies and their respective subsidiaries, officers, agents, partners, employees, and consultants from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the online service, your connection to the online service, your violation of the User Agreement, or your violation of any rights of a third party arising from this Agreement.

#### 15. ELECTRONIC COMMUNICATIONS

You agree that this User Agreement shall be entered into electronically. Unless otherwise required by law, the following communications will only be transmitted electronically and not in printed paper format or through any other non-electronic means: 1) This User Agreement and our Privacy Policy and all its modifications, amendments or appendixes to them.

2) Your transactions reported through the online service.

3) Any kind of notice or disclosure related to the online service including, without limitation, those required by Federal or State law.

4) Any communication with the client related to the online service including communications related to claims or errors or non-authorized use of the online service.

5) Any other kind of communication related to Choice Money Transfer / Small World or the service.

You may withdraw your consent to receive all communication announcements via the electronic means, which shall have the effect of terminating your access to the online service. If you wish to withdraw your consent, please notify us in writing at: Choice Money Transfer / Small World, Attn: Online Customer Service, at 560 Sylvan Avenue, Englewood Cliffs, NJ 07632. To access and retain the any electronic communications directed to you pursuant to this Agreement, you will need the following:

1) An internet browser which allows the use of JavaScript's, supports the 128bits encryption and accepts first party cookies.

2) An e-mail account with capability to read Choice Money Transfer / Small World emails.

3) An internet connection and a device which support the before mentioned requirements.

#### 16. ADDITIONAL INFORMATION

##### a. Client updates:

You must inform us immediately of any change in your e-mail or telephone by updating your profile on our website. In the event that Choice Money Transfer / Small World does not have the correct contact information, we may not be able to notify you with important information or changes in your transaction status.

##### b. Licenses:

We are required by most U.S. jurisdictions in which we operate to have licenses to process money transfer transactions for consumers. A full listing of the state licenses that Choice Money Transfer / Small World Transfer holds can be viewed [here](#).

c. Entire Agreement:

This User Agreement constitutes the entire agreement between you and Choice Money Transfer / Small World and governs your use of the online service, superseding any prior agreements between you and Choice Money Transfer / Small World.

d. No Waiver:

In case Choice Money Transfer / Small World does not enforce or exercise a right or provision of this User Agreement, this shall not constitute a waiver of the right or provision in question, and shall not guarantee that Choice Money Transfer / Small World will repeat any such actions in the future. If any provision of the User Agreement is found by an arbitrator or court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give appropriately valid effect to the intention of the User Agreement as reflected in the provision, and the other provisions of the User Agreement shall remain in full force and effect.

e. Modifications:

Except as required by law, we may modify this Agreement without prior notice to you. You can review the latest version of the User Agreement on our webpage. If do not agree with any of the modifications, you may terminate your use of the online service at any time by providing notice of the termination in writing to Choice Money Transfer / Small World. If you are using the online service after the effective date of any modification or amendment, you shall be deemed to have accepted that amendment or modification. You are prohibited from modifying the terms of this User Agreement and acknowledge that any attempts by you to change this User Agreement shall be void.

f. Language:

In case there is any inconsistency between the different versions of our websites in English, Spanish or any other language, including the User Agreement, the English text shall control and bind the parties.

g. Assignment:

Subject to applicable law, Choice Money Transfer / Small World may assign this Agreement to a third party without your consent.

h. Special note for international use:

Export controls. Software available in connection with the service and the transmission of applicable data, if any, is subject to United States export controls. No software may be downloaded from Choice Money Transfer / Small World or otherwise exported or re-exported in violation of U.S. Export laws. Downloading or using the software is at your sole risk. You agree to comply with all local rules and laws regarding your use of the service, including as it concerns online conduct and acceptable content.

## 17. SECURITY



The security and integrity of your account are our main priority. We work hard to make sure your information is safe and secure with us. We recommend and urge you not to send money, make any mobile reloads or pay any fee for someone you do not know personally and trust. You must be especially careful with offers that seem too good to be true. In case you think you have been or might be a victim of any kind of fraud, please do not hesitate in contacting us immediately at: 1-866-210-8002. If you observe someone using the online service in an inappropriate or impermissible way, please notify us by e-mail at: [online.usa@smallworldfs.com](mailto:online.usa@smallworldfs.com). In the event that you receive any fictitious e-mails purporting to be from "Choice Money Transfer / Small World", please forward it to [online.usa@smallworldfs.com](mailto:online.usa@smallworldfs.com).

#### 18. CONTACT INFORMATION

Questions, notifications, and requests for refunds or further information can be sent to Choice Money Transfer / Small World, as follows: online [online.usa@smallworldfs.com](mailto:online.usa@smallworldfs.com) or by phone at 1-866-210-8002; or by mail at Choice Money Transfer / Small World, Attn: Online Customer Service, 560 Sylvan Avenue, Englewood Cliffs, NJ 07632.

Last Modified: May 27, 2019