

Sigue Corporation®

User Agreement

Last Updated: June 2022

CONSUMER FRAUD ALERT: PROTECT YOURSELF. BE CAREFUL WHEN A STRANGER ASKS YOU TO SEND MONEY. Notify us immediately if You believe Your password has been lost or stolen or if someone might be using it without Your permission.

1. THIS IS YOUR CONTRACT WITH US

This User Agreement is a contract that governs the terms and conditions under which You may access and use Sigue® Corporation's mobile money transfer services (the "Service") and the money transfer application.

The User Agreement is made between **Sigue® Corporation** and **You**. It applies to the method of access (application) that You choose. It begins when You complete Your registration for the Service (the "Effective Date") and continues until it is terminated by You or Us. We may change the User Agreement from time to time, but the changes will only be effective after the date on which they are made and will not change the terms on which You previously used the Service.

Please read this User Agreement and keep it for Your records. By visiting, accessing, registering with or using the Site or by using the Service, You agree to be bound by the terms and conditions of this User Agreement.

DO NOT USE THE SERVICE IF YOU DO NOT AGREE TO BE BOUND BY THIS USER AGREEMENT. IN THAT CASE, YOU MUST UNINSTALL THE MOBILE APPLICATION FROM YOUR DEVICE, AND NOT ACCESS THE SERVICE THROUGH ANY OTHER PLATFORM OR MECHANISM.

2. SOME IMPORTANT DEFINITIONS

Throughout this User Agreement,

"We" (and "Us" and "Our") refer to (and only to) Sigue® Corporation, a Delaware corporation, and

"You" (and "Your") refer only to the particular user of the Service who is visiting, accessing, registering or using the Site or otherwise using the Service.

In addition, these terms have the following meanings: "**Destination Country**" means the country in which the Recipient receives money through the Service.

"Malicious Code" means computer viruses, trojans, software locks, drop-dead devices, malicious logic or trap door, worms, time bombs, corrupted files or other computer program routines that are

intended to delete, disable, deactivate, damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

"Payout Agent" means the financial institution in the Destination Country that will be paying out the Total to Recipient to the Recipient.

"Prohibited Purpose" means any unlawful purpose (whether such illegality arises in the country from which the funds are transferred or in the country where they are intended to be received, or in any territory with jurisdiction over the Sender or the Recipient) including, without limitation, the transfer or receipt of payment for illegal activities, the transfer of funds which constitute proceeds of crime or money laundering or which are obtained by illegal activity, the transfer of funds for the purpose of funding illegal activity, the transfer of funds for the purpose of avoiding the seizure of such funds by law enforcement authorities or under orders of any court of law, and any transfer of funds without the permission of their owner;

"Recipient" means someone who receives money through the Service.

"Sender" means someone who uses the Service to send money.

"Service Provider" means a local bank, money exchange house, or other third-party service providers in a Destination Country with whom We work in providing the Service.

"Total to Recipient" means the amount that is paid out to the Recipient, after any foreign exchange conversion, and excluding foreign taxes and any third-party fees charged within the Destination Country.

"Transaction" means a specific instruction to send money through the Service.

"Transfer Amount" means the amount of money that a Sender gives Us to send to the Recipient; it excludes the Transfer Fees and is calculated prior to any foreign exchange conversion.

"Transfer Fee" means the fee that We charge the Sender to send a Transaction.

3. OVERVIEW

- a. The Service. We created the Service to provide customers with a fast, safe, and cost-effective way to send money to their families and friends in other countries. The Service enables You to transfer money to Recipients located in other countries in a currency other than United States Dollars ("USD").
- b. Accessing the Service. The Service can be accessed from your Mobile Wallet Account. If You access the Service through a mobile device, Your wireless service carrier may bill You for additional charges, such as fees for SMS and data services.

- c. We recommend You save a copy of this User Agreement for Your records. You may save a copy by taking a screen shot or by downloading a copy from Our Website.
- d. For Non-Commercial Use Only. The Service is limited to non-commercial person-to-person Transactions. We do not allow money transfers to or from business entities. If We discover that You are using the Service to send Transactions to or on behalf of a business, company, or other entity (that is a “non-human” person), we may, in our sole discretion, cancel Your Transaction and close Your account. You acknowledge that We are not liable for Your use of the Service for commercial purposes (which would be a breach of this agreement), including all risks associated with the purchase of goods or payment for services of any kind, including any losses You may incur for undelivered or defective goods and services You pay for using the Service.
- e. Licensed Money Transmitter. We are a licensed provider of money transfer services and all money transmission is provided by Us through Our licenses.
- f. Fraud Prevention. For security reasons, We recommend that You only send money through the Service to people You know personally. You should not use the Service to send money to strangers. We will not be liable if You ask Us to pay someone who turns out to have defrauded You, or who fails to meet his or her obligations to You.
- g. Not Available to Certain Users. The Service may not be available in whole or in part in different countries and jurisdictions as determined by local laws and regulations.

4. ELIGIBILITY AND REGISTRATION

- a. Eligibility. You must be at least eighteen (18) years old to create a Sigue® account and to access and use the Service, and You must be able to form legally binding contracts under applicable law. Also, You must be a resident of the United States and reside in one of the 50 states or Puerto Rico, Other restrictions may apply.
- b. Registration. You first must register to use the Service, by creating a Sigue® account. Your account consists of the information entered or collected in the course of signing up for the Service and any information You subsequently add or update.
- c. Information that is Needed. To create an account, You must submit certain information, including Your name, email address, text-enabled mobile telephone number, street address and zip code. In connection with Your account or a specific Transaction, under some circumstances We may also require You to provide Your date of birth, social security number, Your

occupation, the source of the money, the reason for the transaction, and a government-issued form of identification.

- d. **Username and Password.** You will be asked to create a user name and password following our Password Guidelines.
- **Password Guidelines:** must be at least 8 characters in length and must contain at least 1 uppercase letter, 1 lowercase letter, 1 number, and 1 special character;
 - **You acknowledge and agree that, for the purpose of Your Transactions, Your password has the same effect as Your written signature;**
 - You agree to assume the entire responsibility at all times for the supervision, management, control and confidentiality of Your password;
 - You agree that You will not share Your password to any other person; and
 - You agree that You will not use another person's password.

YOUR PASSWORD IS HIGHLY CONFIDENTIAL. DO NOT SHARE WITH ANY OTHER PERSON. If You (in breach of this User Agreement) give your password to another person, You will be deemed to have authorized that person to use Your password for any and all purposes, without limitation, and, to the fullest extent permitted by law, You will assume the entire risk for fraudulent or unintentional use of Your password. We will not have any responsibility or liability to You or any other person for any losses or damages which You or anyone else may suffer if You disclose Your password to any other person, including any losses or damages arising out of the Recipient's disclosure of Your password to another person.

CONTACT US IMMEDIATELY AT 1(877) 754-9777 OR E-MAIL US AT CONTACT@SIGUE.COM IF YOU BELIEVE YOUR USERNAME OR PASSWORD HAS BEEN LOST OR STOLEN OR YOUR SIGUE® ACCOUNT IS OTHERWISE COMPROMISED.

- e. **Inquiries.** You hereby authorize Us, directly or through third parties, to make any inquiries We consider necessary to validate Your identity and to authenticate Your identity and account information. This may include asking You for further information and documentation about Your account usage and identity, and requiring You to take steps to confirm ownership of Your email address, mobile telephone number or financial instruments, and verifying Your information against third party databases or through other sources.
- f. **Additional Requirements.** In relation to Your registration and use of the Service You:
- Must provide Us with accurate, current, complete and true evidence of Your identity and any additional information or evidence We may require to confirm Your identity;

- Must supply Us with all information and documentation We may ask to process Your Transaction and to comply with the legal requirements applicable to Us;
- Must update all information You provide Us to keep it accurate, current, complete and true;
- Must not use the Service for or in connection with any Prohibited Purpose;
- Must not attempt to tamper, hack, modify, overload, or otherwise corrupt or circumvent the security or functionality of the Site, or to infect it with any Malicious Code; or copy or monitor our Site using any robot, spider, or other automatic device or manual process;
- Must not use an anonymizing proxy (a tool that attempts to make activity untraceable), or software browser to mask or conceal your IP address in order to make activity and access untraceable;
- Must not submit a Transaction to transfer money on behalf of another person;
- Must not open more than one account with Us. Multiple registrations are prohibited. You may register only once, and each user must maintain a separate account. If We detect multiple active registrations for a single user, We reserve the right to merge or terminate the registrations and close Your accounts.
- We encourage You to use the Service only to send money to people that You know personally.
- Authorize Us to receive Your mobile subscriber details from Your mobile carrier for identity verification. Those details may include name, billing address, email, and phone number.

5. SENDING A TRANSACTION

- a. Initiating a Transaction. To start a Transaction, You must log into Your Mobile Wallet account, using Your username and password (which You create following Our Password Guidelines. See section 4(d)). Every time You submit a Transaction, You are placing an order for Us to process and payout a money transfer, which We may accept or reject at Our sole discretion.
- b. Information Needed to Send a Transaction. You need to provide Us with the Transfer Amount, the Destination Country, the Payout Agent, and whether You want the Total to Recipient picked up in person by the Recipient or deposited into the Recipient's account (that is, an "Account Deposit"). For Account Deposits, You also need to provide Us with the account number and the exact name appearing on the bank account. Also, You will need to specify the method by which You will be paying the Transaction Amount and Transfer Fee.
- c. Recipient Information. We will also require You to provide certain information about the Recipient. This includes the Recipient's full legal name and address, country, and (if available)

the telephone number. Depending on other circumstances, including the amount of Your Transaction and the method for receiving the Total to Recipient, We may ask for additional information about the Recipient, including the Recipient's address, and telephone number (if available), a copy of the Recipient's government-issued personal identification document and ID number.

- d. Additional Information. Also, We may require additional information from You or from Your Recipient to process the Transaction. Depending on other circumstances, including the amount of your Transaction, We may ask for a copy of Your government issued ID, Your social security number, Your occupation, and the source of the money being sent and the reason for the transaction. Also, We may lawfully obtain information about You from other sources, including non-personally identifiable information that We may obtain while You visit the Site.
- e. Receipt. Once We accept a Transaction from You for processing and payment, We will send You a receipt to confirm the Transaction, including the Transfer Amount, Total to Recipient, exchange rate, and expected date of delivery. For Transactions paid out to the Recipient in person, the receipt also includes a confidential confirmation number that You need to send to the Recipient for him or her to present at the time of payment. You may download the receipt in a retainable form from your Mobile Wallet.
- f. We will send You the receipt by email, at the email address that You provided. Please note that, generally, email is not an encrypted medium and that email transmissions cannot be guaranteed to be secure or error-free, as information could be intercepted by third parties, or corrupted, lost, destroyed, arrive late, or be incomplete due to servers or network connections. We, therefore, cannot not accept liability for any errors or omissions in the contents of a receipt which arise as a result of email transmission.
- g. Delivery Schedule. After We have verified Your identity, and completed the screening for proper compliance with the various laws and regulations, the Transaction is promptly made available to the Recipient on or before the date indicated on the receipt for either in-person pick up at a Payout Agent location during normal business hours, or deposit into Recipient's bank account in the Destination Country. The speed of payment of a Transaction varies depending on a variety of factors, including the amount of the Transaction, the restrictions of the Destination Country and the Payout Agent (including its hours of operation), and the accuracy of the information that You provided.
- h. Limitations.
 - o We are not obligated to process any particular Transaction. We may, in Our sole discretion, choose whether or not to accept the offer to process Your Transaction. If We decide not to process Your Transaction, We will notify You promptly of that decision and repay any

money that You paid to Us for the Transaction, unless We are prohibited by law from doing so.

- We reserve the right to modify or discontinue the Service or any part of the Service without notice, at any time and from time to time.
- We may, in Our sole discretion, refuse Transactions from certain Senders or to certain Recipients, including but not limited to those on restricted or prohibited lists issued from time to time by the US Government.
- We will attempt to process Transactions promptly, but any Transaction may be delayed or cancelled for a number of reasons including but not limited to: Our efforts to verify Your identity; to validate Your Transaction instructions; to contact You; or otherwise to comply with applicable law; or due to variations in business hours and currency availability.
- i. Unlawful and Other Impermissible Use. You agree not to use the Service for any unlawful activity, including money laundering, the financing of terrorism, and other criminal activity. We reserve the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating those activities, We reserve the right to report suspected unlawful activity to any appropriate regulatory, law enforcement, or similar authority or person and to provide such authority or person any relevant information, including Your personal data.

6. PAYMENTS AND FEES

To send a Transaction, You must pay Us the Transfer Amount that You wish to send to the Recipient and a Transfer Fee. Both the Transfer Amount and Transfer Fee must be paid in United States Dollars (USD).

- a. Transfer Fees. We charge a Transfer Fee on every Transaction, which You are required to pay Us in addition to the Transfer Amount. Both are due at the time when You initiate Your Transaction. The Transfer Fees includes any fees assessed for the Transaction in connection with your Mobile Wallet, but do not include any fees that the Recipient's bank or other third parties may charge, which may be deducted from the Payment Amount (for example, by the Recipient's bank). The Transfer Fee is displayed prior to the time that You initiate Your Transaction.
- b. Other charges:
 1. Some states may assess taxes on Your Transactions. These taxes will appear on Your receipt.

2. The Recipient may receive less due to taxes and additional non-covered third party fees charged within Destination Country and may receive less due to taxes charged by the Destination Country.
 3. In addition, there may be some costs of which We may be not be aware, such as the fees charged by Your mobile service provider. Those fees and charges will not appear on Your receipt.
- c. Method of Payment. The Transfer Amount and Transfer Fee will be debited from your Digital Wallet at the time that you initiate the Transaction and You authorize Us to charge Your Digital Wallet for the Transfer Amount, the Transfer Fee, and any other applicable charges. We will process and complete Your Transaction only on the condition that the issuer of Your Digital Wallet has authorized the corresponding amounts, fees, and charges.

You are responsible for ensuring that the amount of the Transaction is within the designated limits of Your Digital Wallet. If We execute the payment of a Transaction pursuant to Your order or instructions and subsequently are advised that Your Digital Wallet has insufficient funds available, You remain liable to Us for the full amount of the Transaction.

Please note that Your user agreement with [Unified Signal] governs Your use of that Digital Wallet. You must refer to that agreement to determine Your rights and liabilities thereunder.

7. CANCELLATION OF TRANSACTIONS AND REFUNDS.

You may cancel Your Transaction for a full refund of the Transfer Amount and Transfer Fee within 30 minutes of authorizing Your Transaction if the Total to Recipient has not yet been paid out to the Recipient or deposited into the Recipient's account. You may also receive a refund in certain other circumstances as provided by law.

For California:

RIGHT TO REFUND: "You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if Sigue® Corporation 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 moneys 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 mail or

deliver Your written request to Sigue® Corporation at 13190 Telfair, Sylmar, CA 91420. If You do not receive Your refund, You may be entitled to Your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to Section 2102 of the California Financial Code."

For Washington State Transactions:

We shall refund all moneys received for transmittal within ten days of receipt of a written request for a refund unless any of the following occurs:

- a. The moneys have been transmitted and delivered to the Recipient prior to Our receipt of the written request for a refund;
- b. Instructions have been given committing an equivalent amount of money to the Recipient prior to Our receipt of a written request for a refund;
- c. We reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by You or refunding the money as requested by You; or
- d. We are otherwise barred by law from making a refund.

8. EXCHANGE RATE

- a. FX Margin. If the Transaction is paid to a Recipient in a currency (the "Payout Currency") other than United States Dollars, a retail exchange rate may be applied, in addition to the Transfer Fee appearing on the face of Your receipt, and We will retain the difference between the currency exchange rate with which We buy the currency and the currency exchange rate which We use to convert the first currency (the "Transfer Amount") into the second currency (the "Total to Recipient"). The Transfer Amount (in United States Dollars), the currency exchange rate that will be applied to Your Transaction, and the Total to Recipient (in the Destination Currency), will be displayed for Your confirmation and approval before You send the Transaction.
- b. Exchange Rate Locked In. The exchange rate that is quoted when You initiate the Transaction will be locked-in only for a limited time. If You pay for a Transaction outside this time period, the rate may change, in which case You will have to confirm a new exchange rate prior to paying for the Transaction. For each Transaction, the exchange rate and Total to Recipient that You confirm and approve will be maintained for that specific Transaction, regardless of the specific day on which the money is picked up by or made available to the Recipient.

- c. Currency Exchange. The Payout Agent must pay out the Transaction in the payout currency identified in Your instructions. If a Recipient desires payment of the Transaction in another currency, the Recipient and the Payout Agent must enter into a separate foreign exchange transaction to convert the Payout Currency into the Recipient's currency of choice. That foreign exchange transaction is a separate transaction between the Recipient and the paying Correspondent only, and We have no responsibility for or liability in connection with that foreign exchange transaction.

9. PRIVACY

- a. Review Privacy Notice. We will protect the privacy of Your information as detailed in Our on-line privacy policy. [CLICK HERE](#) to review the privacy policy. By agreeing to this User Agreement, You acknowledge and consent to Our privacy policy, which is incorporated by reference into this User Agreement.
- b. Consent to Obtain Additional Information. By agreeing to this User Agreement, You authorize Us to contact You and other individuals, through any means, to make inquiries and request additional information to validate any information We have on our records. The inquiries may include, without limitation, the following: mobile phone number verification, account verification, and requests for additional personal information from Your mobile carrier, debit card issuer, and bank. We will maintain information that We collect about You in accordance with the applicable law. These rules currently require information collected to be saved for up to ten years following the closing of your account. We will not share the information collected with non-affiliate third parties without your knowledge and consent, except as otherwise authorized or required by law or any law enforcement agency.

10. SECURITY

We at Sigue® take security very seriously, and We use state-of-the-art security measures to ensure that Your personal information remains secure. The Service is a safe and convenient way to send money to friends and family and to other people that You trust. However, We do advise You to consider very carefully before sending money to anyone that You do not know well. In particular, You should be very cautious of deals or offers that seem too good to be true: they may be scams. If You are aware of anyone or any entity that is using the Service inappropriately, please email Us using contact@sigue.com. Similarly, if You receive any emails, purporting to be from Us which You suspect may be "phishing" (fake) emails, please forward them to Us.

These are some things You can do to protect Your accounts, Your personal information, and Yourself from fraud.

- Never Disclose Personal Information. Unless You are completely sure of who You are communicating with (and who is asking for Your personal details), don't tell! Apart from the loss of money, identity theft can have lasting impact on Your life.
- Do not give Your money to strangers, ever. Unless You know and trust the person requesting funds, don't send it, don't give it, and don't let them know any information (like bank account details) that will give them access to it.
- If in doubt, check it out. If You ever receive a communication from an organization and You are not sure if its real, check it out. Contact the company or organization or person directly Yourself – do not use any links or numbers within the communication in question.
- If You receive a communication from a relative claiming to need money because he or she is in trouble, check it out. Contact another relative who can confirm the transaction.
- A common scam using this method is called “phishing”. Phishing scams are designed to gain access to Your accounts or to get You to send money to the con artist. Confirm with the company directly before You do anything! Especially if You ever receive communication suggesting that:
 - Your account has been compromised and new passwords must be entered and a link is provided for You to click.
 - You need to pay fees or penalties or face service cut-off or retribution from the company (this tends to be popular with scammers posing as utility companies or government revenue agencies).
 - You have won a prize (especially in a contest You don't remember entering) but must pay tax or a fee up front before collecting the prize.

Scammers will play on Your sense of generosity, sympathy, or desire to “not be rude”. Never feel obligated to engage or discuss Your personal information with people You do not know or trust. You are completely within Your rights to say “NO”, hang up the phone, or delete the email or text message.

If You think You have been or might be a victim of fraud, or if You are aware of anyone or any entity that is using the Service inappropriately, please contact Us immediately by telephone at 1-800-385-3316 (toll free) or email, at contact@sigue.com or contact Your local law enforcement for help. If You receive any fake (phishing) emails purporting to be from Us, please forward them to Us at contact@sigue.com.

From time to time, We may be sending You receipts and other communications by email, at the email address that You provided. Please note that email transmissions cannot be guaranteed to be secure

or error-free, as information could be intercepted by third parties, or corrupted, lost, destroyed, arrive late, or be incomplete due to servers or network connections. We, therefore, cannot not accept liability for any errors or omissions in the content of a receipt or other communication which arise as a result of email transmission.

11. ERROR RESOLUTION AND COMPLAINTS

- a. Error Resolution. You have right to dispute errors in Your Transaction. If You think there is an error, You must contact Us within 180 days, by telephone at 1-877-754-9777 or www.sigue.com. You may also contact us for a written explanation of your rights.
- b. Complaints. Please let us know if You have any problems with the Service or have any complaints, comments or would like further information or clarifications. You can contact Us using the contact information identified in the previous section of this User Agreement.
- c. State Specific Disclosures. Remitters from certain states may also consider the following:
 - o **Alaska**. If your issue is unresolved by Sigue Corporation at 1(800)385-3316, please submit formal complaints with the State of Alaska, Division of Banking & Securities. Please download the form from:
<https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdat ed.pdf> Submit formal complaint form with supporting documents: Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807 If you are an Alaska resident with questions regarding formal complaints, please email us at dbs.licensing@alaska.gov or call Nine Zero Seven Four Six Five Two Five Two One
 - o **Arkansas**. If you have complaints or other concerns, You may contact the Arkansas Securities Department by mail, 1 Commerce Way, Suite 402, Little Rock, Arkansas 72202, or by telephone, at 1 (501) 324-9260.
 - o **California**. Sigue® Corporation is licensed as a money transmitter by the California Department of Financial Protection and Innovation.
 - o If you have complaints with respect to any aspect of the money transmission activities conducted at this location, you may contact the Department of Financial Protection and Innovation at its toll-free telephone number, 1 (866) 275-2677, online at the portal <https://dfpi.ca.gov/file-a-complaint/>, or by mail at the Department of Financial Protection and Innovation, 2101 Arena Boulevard, Sacramento, CA 95834. Financial elder abuse occurs when people cheat elderly people out of their money or their property. California law defines elderly people as those who are aged 65 or older. Because the elderly are uniquely susceptible to being cheated as they grow older, California's legislature passed the Elder Abuse Act to provide a remedy and financial elder abuse lawsuits for elderly people who have been cheated. To report suspected elder financial

abuse, You may contact Your local county Adult Protective Services Office, find Your local agency by calling 1(866) 376-7066. Abuse reports may also be made to Your local law enforcement agency.

- **Colorado.** CUSTOMER NOTICE: Entities other than FDIC insured financial institutions that conduct money transmission activities in Colorado, including the sale of money orders, transfer of funds, and other instruments for the payment of money or credit, are required to be licensed by the Colorado Division of Banking pursuant to the Money Transmitters Act, Title 11, Article 110, Colorado Revised Statutes. If you have a Question about or Problem with YOUR TRANSACTION - THE MONEY YOU SENT. You must contact the Money Transmitter who processed your transaction for assistance. The Division of Banking does not have access to this information. If you are a Colorado Resident and have a Complaint about THE MONEY TRANSMITTER - THE COMPANY THAT SENT YOUR MONEY. ALL complaints must be submitted in writing. Please fill out the Complaint Form provided on the Colorado Division of Banking's website and return it and any documentation supporting the complaint via mail or email to the Division of Banking at: Colorado Division of Banking, 1560 Broadway, Suite 975, Denver, CO 80202; email: DORA_BankingWebsite@state.co.us website: banking.colorado.gov/industry/money-transmitters Section 11-110-120, C.R.S. requires that money transmitters and money order companies post this notice in a conspicuous, well-lighted location visible to customers. (September 2020)
- **Florida.** You may contact Sigue® Corporation toll-free at 1-800-385-3316 to resolve any disputes that You may have. If You are not able to resolve a dispute directly with Us, You may file a complaint with the Florida Office of Financial Regulation, Division of Financial at the following address: 200 East Gaines Street, Tallahassee, FL 32399 or by calling 1 (850) 410-9805 or 1(850) 487-9687
- **Georgia.** Sigue® Corporation (NMLS ID#915912) is licensed by the Georgia Department of Banking and Finance. Our activity is licensed under the Georgia Sale of Checks Act.
- **Illinois.** Sigue® Corporation is licensed as a Money Transmitter by the Illinois Department of Financial Institutions authorized under the Illinois Money Transmitter Act, 205 ILCS 657. If You have complaints or other concerns with respect to any aspect of the Service or Us, You may contact the Illinois Department of Financial Institutions, Consumer Credit Section toll free at 1-888-473-4858.
- **Maryland.** The Commissioner of Financial Regulation for the State of Maryland will accept questions or complaints from Maryland residents regarding Sigue® Corporation (NMLS ID #915912) at 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, or through its toll-free telephone number 1-888-784-0136. Sigue Corporation's license status may be

verified through the NMLS Consumer Access website at <https://nmlsconsumeraccess.org>. The Attorney General's Office sponsors Project SAFE (Stop Adult Financial Exploitation), an initiative to combat financial exploitation. For more information about this program please visit: <https://aging.maryland.gov/Documents/safe.pdf> to review the "Protect Your Money" brochure or contact the Maryland Department of Aging, toll-free: 1(800) AGE-DIAL, or 1(410)767-1100. To report suspected financial exploitation, call the Maryland Department of Human Resources, toll-free: 1(800)917-7383 TTY: 1(800)735-2258 Monday through Friday 8 a.m. to 5 p.m.

- **Minnesota.** You may contact Sigue® Corporation by email at contact@sigue.com to voluntarily disqualify Yourself from sending or receiving money transfers with Us. Your disqualification will last for one year, unless You request it be in effect for a longer period. You may also terminate the disqualification at any time upon written notice to Us.
- **New Hampshire.** The State of New Hampshire through the New Hampshire Banking Department certifies that a license to engage in business as a money transmitter is has been issued to Sigue® Corporation. You may contact Sigue® directly to resolve any disputes you may have at 1(877) 754-9777. If you are not able to resolve a dispute directly with Us, You may file a written complaint with the New Hampshire Banking Department. You may contact the Department as follows: Telephone: 1 (603) 271-3561 TDD Access: Relay NH 1-800-735-2964 Fax: 1 (603) 271-1090 Mail: State of New Hampshire Banking Department, 53 Regional Dr., Suite 200, Concord NH 03301 Email: legal@banking.nh.gov
- **New York.** Sigue® Corporation at 13190 Telfair Avenue, Sylmar, CA 91342, is licensed by the New York State Department of Financial Services (Lic#101984) to receive money for transmission and to transmit the same. New York customers can direct unresolved complaints in writing to the New York Department of Financial Services by accessing the webpage www.dfs.ny.gov, or by calling the toll-free consumer telephone number: 1(800) 342-3736.
- **Texas.** Sigue® Corporation is licensed as a Money Transmitter by the Texas Department of Banking. If You have a complaint, You may first contact Our customer service at 1(877) 754-9777. If You are a Texas resident and You still have an unresolved complaint regarding the Service, please direct your complaint to the Texas Department of Banking, Non-Depository Division, 2601 North Lamar Blvd., Austin, TX 78705; Toll Free: 1-877-276-5554 (toll free) or www.dob.texas.gov
- **Washington.** Sigue® Corporation is licensed as a Money Transmitter by the Washington Department of Financial Institutions. If You wish to file a complaint, first contact Sigue Corporation at 1(877) 754-9777. If You still have an unresolved complaint regarding the

company's money transmission activity, You may file a complaint with the Washington Division of Consumer Services by one of the following methods: Online: www.dfi.wa.gov/cs
By Mail: WA DFI DCS | PO Box 41200 | Olympia WA 98504-1200
By Phone: 1 (360) 902-8703 or 1 (877) RING DFI (1(877) 746-4334)
By Email: CSEnforceComplaints@dfi.wa.gov.

12. LIMITATION OF LIABILITY

- a. NEITHER US NOR ANY OF OUR AFFILIATES, SUBSIDIARIES, SUPPLIERS, VENDORS, SERVICE PROVIDERS, NOR ANY OF OUR OFFICERS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY (EXCEPT FOR CLAIMS UNDER SECTION 2102 OF THE CALIFORNIA FINANCIAL CODE ARISING FROM TRANSACTIONS ORIGINATING IN CALIFORNIA) FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF INCOME, GOODWILL, USE, LOSS OF DATA, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, OR ANY OTHER ECONOMIC OR PECUNIARY LOSS OR OTHER INTANGIBLE LOSSES, WHETHER BASED ON NEGLIGENCE, WILLFUL MISCONDUCT, TORT, CONTRACT OR ANY OTHER THEORY OF LAW, OR FOR ANY DAMAGES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- b. WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR ANY GOODS OR SERVICES BOUGHT OR SOLD BY YOU THAT ARE SETTLED THROUGH YOUR PARTICIPATION IN THE SERVICE.
- c. Furthermore, You agree that, except as provided by law, We do not accept responsibility for and are not liable for any:
 - o Failure to perform Your instructions as a result of circumstances which could reasonably be considered to be outside Our control;
 - o Malfunctions in communications facilities which cannot reasonably be considered to be under Our control and that may affect the accuracy or timeliness of messages You send Us;
 - o Losses or delays in transmission of messages arising out of the use of any internet, telecommunications, or mobile service provider or caused by any browser or other software which is not under Our control; and
 - o Errors on the Site or with the Service caused by incomplete or incorrect information that a third party or You provide Us. In the event that You provide an incorrect account number or other banking information, You may lose the Transfer Amount despite Our reasonable efforts to track and retrieve the misdirected funds.

- d. Our total liability to You in the event of any losses or damages is limited to the Transfer Amounts and Transfer Fees that You sent Us.

13. DISCLAIMER OF WARRANTIES

IN PROVIDING THE SERVICE TO YOU, NEITHER WE NOR ANY OF OUR AFFILIATES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR SUBCONTRACTORS, MAKES ANY EXPRESS WARRANTIES OR REPRESENTATIONS TO YOU WITH RESPECT TO THE SERVICE EXCEPT AS SET OUT IN THIS USER AGREEMENT. ALL IMPLIED AND STATUTORY WARRANTIES AND REPRESENTATIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR NON-INFRINGEMENT, ARE HEREBY EXPRESSLY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

14. CONSENT FOR ELECTRONIC DISCLOSURES

The Service is an electronic commerce relationship. To provide the Service to You, We must have Your consent to receive the required disclosures and documents that we would ordinarily provide in a paper format, such as receipts, pre-transaction disclosures, privacy notices and this User Agreement (collectively, "Disclosures"), in electronic format. IF YOU DO NOT WANT TO CONSENT TO RECEIVING THE DISCLOSURES ELECTRONICALLY, THEN YOU CANNOT USE THE SERVICE.

- a. Electronic Signatures. By clicking the "I Agree and Continue" button, You are signing this User Agreement electronically. You agree that Your electronic signature is the legal equivalent of Your manual signature for the purpose of this User Agreement, Your Sigue® account and Transactions, and Our privacy policies. By selecting "I Agree and Continue," You consent to be legally bound by this User Agreement's terms and conditions. You further agree that Your use of a Your mobile device to select an item, button, icon or similar act or action, or to otherwise provide Us instructions or in accessing or making any transaction regarding any agreement, acknowledgement, consent terms, disclosures or conditions constitutes Your signature (referred to as "E-Signature"), acceptance and agreement as if actually signed by You in writing. You also agree that no certification authority or other third-party verification is necessary to validate Your E-Signature and that the lack of a certification or third party verification will not in any way affect the enforceability of Your E-Signature or any resulting contract between You and Us.
- b. Electronic Disclosures.
 - o Consent. To the fullest extent permitted by law, You consent to receiving the Disclosures in electronic format. Your consent will remain in effect until You withdraw it. By clicking the "I Agree and Continue" button, You acknowledge that You are able

to retain copies of the Disclosures for Your records and accept the Disclosures in electronic format as reasonable and proper notice, for all legal purposes.

- Withdrawal of Consent. You may withdraw Your consent to receive Disclosures in electronic format at any time. To withdraw Your consent, You must notify Us at contact@sigue.com or toll-free, at [1-877-754-9777](tel:1-877-754-9777). The notice will constitute notice of termination of Your registration with Us and may preclude Your use of the Service.
- Access. Access to the Disclosures will be provided by way of the Internet. Your history of using the Service is available for viewing online from Your account on the Site. You may obtain the Disclosures in paper form without charge by printing them Yourself. If you require a printed copy of Your Transaction history, You can request this by emailing us at contact@sigue.com.
- Need to Update Email and Mobile Phone Number. To ensure that We are able to provide the Documentation to You electronically, You must notify us of any change in Your email or other electronic address and any change in Your mobile phone number.

15. INTELLECTUAL PROPERTY

- a. We own the content, and all intellectual property contained in the Site and the Service, including all copyrights, patents, database rights, trademarks and service marks relating thereto. All right, title and interest in and to the Site and the Service shall remain Our property.
- b. You are permitted to use the Site and the Service only for the purposes permitted by this User Agreement or described on the Site. You are authorized solely to view and to retain a copy of the pages of the Site for Your own personal use, but are not authorized to duplicate, publish, modify, create derivative works from, participate in the transfer or sale of, post on the internet, or in any way distribute or exploit the Site or the Service, or any portion thereof, for any public or commercial use without Our express written permission. You may not: (1) use any robot, spider, scraper or other automated device to access the Site or the Service; or (2) remove or alter any copyright, trademark or other proprietary notice or legend displayed on the Site (or printed pages of the Site). The names Sigure® Corporation, Sigure®, and other names and indicia of ownership of Our products and services referred to on the Site are Our exclusive marks. Other product, service and company names appearing on the website may be trademarks of their respective owners.
- c. Your relationship is only with Us. You agree that no affiliate or agent of Ours owes You any duty of care when performing a task which would otherwise have to be performed by Us under this Users Agreement.

- d. You agree to indemnify and hold Us and Our subsidiaries, affiliates, officers, directors, employees, agents, independent contractors, advertisers, partners, and co-branders from all loss, damage, claims, actions or demands, including reasonable legal fees, arising out of Your use or misuse of this Site or the Service, all activities that occur under Your password or account email login, Your violation of this Users Agreement or any other violation of the rights of another person or party.

16. GOVERNING LAW

- a. Governing Law. This User Agreement is entered into in the State of California. Any claim or controversy arising out of or relating this User Agreement, including any claim arising in connection with Your use of the Service (collectively, a "Claim") is governed by the laws of the United States and the State of California, without regard to conflicts or choice of laws principles, whether or not You live in California.
- b. Venue. All actions and proceedings arising from this User Agreement must be brought and venued in the State of California, County of Los Angeles and both You and We waive any right object to such courts or venue.
- c. Arbitration.
- (1) Agreement to Arbitrate. The Parties agree, upon demand by any Party, whether made before the institution of a judicial proceeding or not more than 60 days after service of a complaint, third party complaint, cross-claim, counterclaim or any answer thereto, or any amendment to any of the above, to submit all Claims to binding arbitration. This Agreement to Arbitrate is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

You acknowledge and understand that:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
 - YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE THE DISPUTE; and
 - YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF, A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY SUCH DISPUTE.
- (2) Governing Rules. The arbitration proceeding will (i) proceed in a location in Los Angeles County, California, selected by the American Arbitration Association ("AAA") although We or You may elect telephonic proceedings or waive any hearing; (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in this Agreement or in any of the documents between the Parties; (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in

accordance with the AAA's commercial dispute resolution procedures (the "Rules"), and the substantive laws of the state of California will be applied to resolve the Claim. If there is any inconsistency between the terms and procedures of this Section 16(c), and the Rules, the terms and procedures of this Section 16(c) shall control. Any Party who fails or refuses to submit to arbitration following a demand by any other Party shall bear all costs, expenses, and attorneys' fees incurred by the other Party in successfully compelling arbitration of the dispute.

- (3) No Waiver of Provisional Remedies. The arbitration requirement does not limit the right of any Party before, during or after the pendency of any arbitration proceeding to (i) foreclose against real or personal property collateral; (ii) exercise any legally-permitted self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, writ of possession, injunctive relief, attachment, garnishment or the appointment of a receiver. This exclusion does not constitute a waiver of the right or obligation of any Party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in this Section 16(c).
- (4) Arbitrator Qualifications and Powers. The arbitration proceeding will be decided by a single arbitrator selected according to the Rules. The arbitrator will be a neutral attorney licensed in the State of California or a neutral retired judge of the State or Federal Judiciary of California, in either case with a minimum of ten years' experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation or repose in determining any Claim. In any arbitration proceeding the arbitrator will decide, by documents only or with a hearing at the arbitrator's discretion, any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of California and may grant any remedy or relief that a California court could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, including attorneys' fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the California Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any Party to submit the controversy or claim to arbitration if any other Party contests such action for judicial relief.
- (5) Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the Party's presentation and that no alternative means for obtaining information is available.
- (6) Class Proceedings and Consolidations. No Party shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

- (7) Payment of Arbitration Costs and Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding, including attorneys' fees, in accordance with the Rules.
- (8) Waiver of Jury Trial. The Parties acknowledge that by agreeing to binding arbitration they have irrevocably waived their respective rights to a jury trial with respect to any Claim or the performance of any rights and obligations arising therefrom. This provision is a material inducement for the Parties entering into this Agreement.
- (9) Miscellaneous. To the maximum extent practicable, the AAA, the arbitrator, and the Parties shall take all actions required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a Party required in the connection with financial reporting in the ordinary course of its business, or by Relevant Law. This arbitration provision shall survive termination or expiration of this Agreement

17. SEVERABILITY

If any provision of this User Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this User Agreement will not be affected.

18. ASSIGNMENT

You may not transfer or assign this User Agreement to any other person without our prior written consent. We may assign our obligations to you under this User Agreement without Your consent or any prior notice.

19. MODIFICATION

We may modify this User Agreement or the Site from time to time without notice to You, except as may be required by law. You can review the most current version of the User Agreement at any time on the Site. You may terminate Your use of the Service and cancel Your registration and account if You do not agree with any modification or amendment. If You use the Service after the effective date of an amendment or modification, You shall be deemed to have accepted that amendment or modification. You agree that You shall not modify this User Agreement and acknowledge that any attempts by You to modify this User Agreement shall be void.

20. ENTIRE AGREEMENT

This User Agreement, the Site, Privacy Policy and receipts, and any document expressly referred to in any of them, constitute the entire agreement between You and Us and supersedes any previous discussions, correspondence, arrangements or understandings between You and Us.