

User Agreement for Xoom Services

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PayPal Entity

[Click here](#) to review the previous version of the User Agreement.

This User Agreement, which is effective as of **2022 December 15**, is a contract between you and one of the PayPal entities as follows:

| If your country of residence is: | Your User Agreement is with the following PayPal entity: |
|---|--|
| Canada | PayPal Canada Co. |
| The United Kingdom and a member of the European Economic Area where the Xoom service is available | PayPal (Europe) S.à r.l. et Cie, S.C.A. (R.C.S. Luxembourg B 118 349). |
| United States | PayPal, Inc. |

If you are a United States resident, this User Agreement includes an **agreement to resolve disputes by arbitration** on an individual basis, which is detailed in Part E, Section 13.

Part A: Introduction

This "**User Agreement**" sets forth the terms under which you may use PayPal's Xoom Service ("**Xoom**" or the "**Service**"), and your access and use of Xoom websites (for purposes of this User Agreement, "**websites**" includes our desktop website, our mobile websites, and our mobile applications) and the services associated with it. By signing up to this User Agreement, Xoom will set up an account through which you can use the Service and view your Transaction history and contact details (the "**Xoom Account**"). No funds will be held in the Xoom Account as a result of your use of the Service. You acknowledge and agree that this User Agreement is between you and the PayPal entity in your country of residence ("**PayPal**"). By accessing and using the Service, you are agreeing to the User Agreement.

As used throughout this User Agreement, the terms "**we**", "**us**", and "**our**" refer to PayPal, together with its employees, consultants, directors, successors, subsidiaries, affiliates, and assignees. The terms "**you**" and "**your**" refer to someone who sends money, makes bill payments, reloads pre-paid mobile telephone plans or otherwise makes use of the Services ("**Sender**").

1. CONSUMER FRAUD ALERT: PROTECT YOURSELF FROM SCAMS AND FRAUD

The Service is designed to be a secure and convenient way for Senders to send money to, pay for pre-paid mobile telephone plan reloads for, or pay bills for family members and other people that you trust. However, there are many scams and fraudsters and you should be cautious of deals or offers that seem too good to be true. We urge you not to send money or pay for pre-paid mobile telephone plan reloads, or make bill payments for anyone that you do not know personally. Take care to safeguard your password, do not send or request for others, and use Xoom for legal purposes only. Click [here](#) to learn more about sending money safely. Please let us know immediately if you believe someone is trying to scam or defraud you or if your username or password has been lost or stolen. Click [here](#) for how to contact Customer Service.

2. SECURITY

Your security and the integrity of your Xoom Account are our top priorities and we work hard to secure your information. If you are aware of anyone or any entity that is using the Service inappropriately, please e-mail us at reportfraud@xoom.com.

Please be aware that Xoom will never ask for your Xoom Account password. If you receive any fake (i.e., phishing) e-mails claiming to be from Xoom, please forward them to us at reportfraud@xoom.com.

PART B: GENERAL SERVICE TERMS

1. Overview of the Service

1. The Service is intended to allow Senders to send money transfers ("**Send Money**"), purchase pre-paid mobile telephone plan credits from third-parties ("**Reload**"), and make bill payments ("**Bill Pay**") around the world. We recommend that Senders use the Service only to send money to, reload pre-paid mobile telephone plans for, or pay bills for people you know personally, such as family and friends. You should never use the Service to send requests or money to strangers.
2. Where required by law, PayPal is a licensed or authorized provider of money remittance services. All money transmission is provided to Senders by PayPal.
3. A "**Recipient**" is an individual who receives money from a Sender through the Service. A "**Third-Party Service Company**" is a seller of Reloads through Xoom or a utility or other entity that receives a bill payment from a Sender through the Service. A "**Beneficiary**" is someone for whom a Sender reloads their pre-paid mobile telephone plan or makes a bill payment through the Service. For example, and for illustration purposes only, if you use the Service to pay your relative's electric bill, your relative is your Beneficiary and the electric company which receives the payment is the Third-Party Service Company for that Transaction. You understand that the person referred to as "**Beneficiary**" in this User Agreement may be referred to as the "Recipient" on your Reload or Bill Pay receipt. The "**Destination**" is the country or region in which the Recipient or Third-Party Service Company receives money. A "**Transaction**" is a specific instruction for a Send Money, Reload, or Bill Pay transaction. The "**Transaction Amount**" is the amount that the Sender provides to us to send the Transaction, excluding applicable fees, such as the Transaction Fee (as defined in "Payment" below) or stated Third-Party Service Company fees. The "**Payout Amount**" is the amount paid out to the Recipient or Third-Party Service Company, excluding any taxes or charges that may be levied under the laws of the Destination and deducted from the Payout Amount (the "**Local Taxes**"). The "**Payout Currency**" is the currency the Sender

selects the Payout Amount to be in. All Transaction Fees (defined herein) related to the Service are made free and clear of, and without any deduction or withholding for and on account of, any taxes, duties or other deductions. Any such deduction or withholding, if required by the laws of any country are your sole responsibility.

2. Accessing the Service

- 1. Eligible Users.** In order to access or use the Service as a Sender, you must be (i) at least eighteen (18) years old or the age of majority in your jurisdiction, with (ii) capacity to enter legally binding contracts. Please go to the relevant section for your country specific provisions, which can be found between Part C – F, for further information about age of majority. Other restrictions may apply. Only natural persons are eligible to use the Xoom service.
- 2. Mobile Services.** The Service is also accessible via a mobile device. If you access the service through a mobile device, your wireless service carrier or mobile network operator's standard charges, data rates and other fees may apply.
- 3. Bill Pay Beneficiary Consents.** You confirm that your Beneficiary has consented to you to accessing his or her account information and permitted PayPal to collect and verify information about him or her.
- 4. Using Xoom with PayPal Account Information.** Xoom is a different service than the PayPal service. If you use PayPal to sign up with Xoom, a Xoom Account will be created for you. Your Xoom Account will be accessible using your PayPal credentials. When you create a Xoom Account using your PayPal credentials or link your PayPal account to your Xoom Account, your PayPal funding instruments will be treated as Xoom Payment Instruments (defined in "Payment" below), and other PayPal information will be linked to your Xoom account. Any edits to Payment Instruments stored in your PayPal account must be made within your PayPal account. We may, in our sole discretion, refuse Transactions funded from certain Payment Instruments and you understand that it is not guaranteed that any or all of the Payment Instruments you

have stored in your PayPal account will be available for use when using Xoom to complete your Transaction. Xoom will provide your Transaction history on the transaction history page. To check when a transaction was debited from a Payment Instrument, please check the Payment Instrument's statement. Transactions may appear on your Payment Instrument statements as charged by Xoom or PayPal.

5. **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 or if we reasonably determine that providing the Service in a particular country or jurisdiction presents an unacceptable level of risk to us, our users or our systems.
6. **PayPal's Protection Programs Do Not Apply to Xoom Transactions.** Xoom Senders do not qualify under PayPal's Purchase Protection Program or PayPal's Buyer Protection Program and Xoom Recipients do not qualify under PayPal's Seller Protection Program, even when a transaction is funded with a PayPal Balance.
7. **Not Available for Certain Transactions.** We may, at any time and in our sole discretion, refuse any Transaction. This may include Transactions from certain Senders, for certain Beneficiaries or to certain Recipients or Service Companies, including without limitation, entities and individuals that are included on the Specially Designated Nationals list, Non-cooperative Countries and Territories list, United Nations Security Council Sanctions List, and such other lists as may be issued from time to time by government agencies. We may also, at any time and in our sole discretion, limit the amount to be transferred on a per Transaction basis or an aggregated basis without prior notice. Any such limits may be imposed on individual Xoom accounts or on related Xoom accounts or households. We may reject or limit Transactions based on violations of this User Agreement, local laws and regulations or if we reasonably determine processing a Transaction presents an unacceptable level of risk to us, our users or our systems.

3. Fees and Payment

- 1. Transaction Fees.** For each Transaction that you submit, you agree to pay Xoom's transaction fee (the "**Transaction Fee**"), if applicable, plus the Transaction Amount. Any Transaction Fee will be disclosed to you prior to you authorizing a Transaction. The Transaction Fee varies by Transaction type, Destination, Payment Instrument, Transaction Amount, Payout Currency, and by Reload Carrier. Transaction Fees and applicable fee notices for Send Money, Reload and Bill Pay are available within the article [How Much does it Cost to Send with Xoom](#). For Send Money transactions, you can also directly go to the [Fee and Exchange Rate Calculator](#) for current Transaction Fees and foreign exchange rates.
- 2. Reload Third-Party Service Company Fees.** For each Reload Transaction that you submit, you agree to pay the applicable fees disclosed to you prior to you authorizing a Transaction.
- 3. Foreign Currency Exchange Rate.** We and our Service Providers (defined below) usually make money when you pay for a Transaction in one currency and the Transaction is paid out in another currency. We usually make money based on the difference between the exchange rate at which we buy foreign currency and the exchange rate provided to you. If a foreign currency exchange rate applies, it will be disclosed to you prior to you authorizing a Transaction. Reloads are priced by the Third-Party Service Company in the foreign currency of the Carrier (defined below). We will display a local currency price for those Reloads based on an exchange rate that Xoom determines. We and the Third-Party Service Company make money based on the difference between the local currency price we quote to you and the foreign currency price the Third-Party Service Company pays for foreign Reloads. Before you authorize the purchase of a foreign Reload from the Third-Party Company, we will disclose to you the Reload Price in local currency, the Reload amount in foreign currency (as applicable), and the exchange rate Xoom applies to calculate the Reload price.
- 4. Local Taxes.** There may be Local Taxes in certain receive countries. Local Taxes will be disclosed to you prior to you authorizing a Transaction, to the extent required by law.
- 5. Other Charges.** We are not responsible for any fees or charges that may be imposed by the financial institutions associated with your Payment Instruments. For example

(without limitation), your credit card issuer may charge you a cash advance fee and interest if you use a credit card as a Payment Instrument. We are not responsible for any such fees, nor are we responsible for non-sufficient funds charges, chargeback fees, or other similar charges that might be imposed on you by your bank, credit or debit card issuer, or other provider in connection with your use of the Service. If you submit a Transaction that results in us being charged non-sufficient fund fees, chargeback fees, or other similar fees, you agree to reimburse us for all such fees.

6. **Payment.** Payment is due at the time your Transaction is submitted for processing although we may choose not to debit your Payment Instrument immediately. In order for us to collect payment from you and complete your Transaction, you authorize us to access, charge, electronically transfer, or debit funds from any of the payment instruments you provide us in connection with your use of the Service (each, a "**Payment Instrument**") including, for example, your credit card, debit card, bank account or PayPal balance. Not all Payment Instruments are available to all customers at all times. We may, in our sole discretion, refuse Transactions funded from certain Payment Instruments. You will not be able to cancel the electronic transfer once PayPal initiates the transfer from your account which may be after the Payout Amount has been received by your Recipient or Third-Party Service Company. You authorize us to re-try debiting your Payment Instrument or a different Payment Instrument one or more times if your payment fails or is insufficient. For example, if there are insufficient funds in your bank account at the time you submit your Transaction, we may try to debit your bank account or charge your credit card if you provide it as a different Payment Instrument at a later time. You confirm that you are the lawful owner of your Payment Instrument(s).
7. **Pay Only When Received or "POWR."** For certain Xoom Transactions, the Third-Party Service Company, your Recipient, or the Beneficiary may receive a Reload or the transferred funds before your Payment Instrument is debited for the Transaction Amount, the Transaction Fee, or any other applicable fees. We call this "**POWR**", though it may be called by different names depending on the Destination or Third-Party Service Company. If your Transaction qualifies for POWR, then your Payment Instrument will not be debited until the Third-Party Service Company or your Recipient

receives the funds. You understand that not all Transactions are eligible for POWR, and that POWR is subject to many factors, including (without limitation) Destination, Payment Instrument, Transfer Amount, Transaction history and approval by our proprietary verification system. You understand that you may or may not know whether you have qualified for POWR until after you have authorized the Transaction, and a prior Transaction's qualification for POWR does not guarantee a subsequent Transaction's qualification for POWR. We reserve the right to terminate, suspend, or modify POWR at any time, and to reject any Transaction from qualification for POWR at any time, for any reason.

8. **Verification.** You agree we may verify your Payment Instrument in connection with a Transaction. For example, you agree we may from time to time debit your bank account for less than the amount of the transfer (i.e., for a transfer of \$500, we may debit \$499.98 from the bank account), as part of our effort to confirm ownership of the account.

4. Transaction Pay Outs

1. **Service Providers.** We work with local banks, money exchange houses, Third-Party Service Companies, and other third-party service providers (each, a "**Service Provider**") to facilitate Send Money, Reload and Bill Pay Transactions. We attempt to provide up-to-date information on our websites regarding the location, availability, and hours of our Service Providers. However, you should directly confirm hours of operation and location with the Service Provider.
2. **Verification.** Recipients may be required to prove their identity before receiving funds by presenting authentic, valid, and current identification document(s) from a list of acceptable forms of identification. In addition, Recipients may be required to provide a Transaction number and/or another, similar identifier associated with their Transaction. You give us permission to contact your Recipient or the Third-Party Service Company and store all such data, as necessary to provide the Service.

3. Transfers to Accounts. If you choose to send a Transaction to a Recipient's account, such as a bank account or mobile wallet account, you confirm the Recipient's account is denominated in the same currency as the Transaction (e.g., if your Transaction calls for us to deposit pesos into the Recipient's account, then you confirm that the Recipient's account is denominated in pesos). If the account is not denominated in the same currency as the Transaction, your Transaction may be cancelled.

5. Restrictions

- 1. General.** We reserve the right at any time, and from time to time, to modify or discontinue the Service (or any part thereof) with or without notice.
- 2. Delays or Cancellations.** We may delay or cancel your Transaction, or close your Xoom Account and/or the Xoom Account of your Recipient (if they have one), at any time prior to completion without prior notice for reasons that include, but are not limited to: identity verification; validation of your Transaction instructions and Payment Instruments; fraud and anti-money laundering compliance review; contacting and locating you, your Beneficiary, the Third-Party Service Company, your Sender, or your Recipient; qualification or disqualification for POWR (as defined above); and to comply with applicable law. Business hours, systems availability and currency availability of our Service Providers may also cause delays. Nevertheless, you may be entitled to a refund in certain circumstances, as described below.
- 3. Commercial Transactions.** You agree that you will only use the Service to Send Money to people or purchase Reloads for Beneficiaries for personal reasons. If we reasonably suspect or discover you are using the Service to send Transactions from, to or on behalf of a business or other non-human entity (other than payments made to Service Providers for Beneficiaries whom you know personally), we may, in our sole discretion, cancel your Transaction(s) and close your Xoom Account and/or the Xoom Accounts of your Sender or Recipient. You acknowledge that Xoom is not liable for your use of the Service for commercial purposes, including all risks associated with the purchase of goods or payment for services of any kind, such as (but not limited to) losses you suffer for undelivered or defective goods and services you pay for using the Service.
- 4. Reloads.** You understand our responsibility for Reload Transactions is to confirm the transfer of the Payout Amount and Third-Party Service Company fees from a Sender's

account to the Third-Party Service Company, as provided in each country specific section below. The Payout Amount for a Reload is the amount of prepaid wireless services credit being purchased in the currency of the Carrier (defined below), excluding Local Taxes. The Third-Party Service Company may be a reseller of prepaid wireless services, rather than the Carrier itself. We disclose when Local Taxes and other fees may be charged by a Beneficiary's wireless carrier (the "**Carrier**") to a Reload Transaction, but the exact amount of the Local Taxes and fees are determined by the Destination and Carrier. You agree that you and/or your Beneficiary have read the terms and conditions applicable to the Beneficiary's mobile phone account (the "**Carrier Agreement**"). The Carrier Agreement applies to all services for which the Reload may be used by the Beneficiary. Terms and conditions vary by Carrier, Destination and the terms of the Carrier Agreement but may include fees and taxes charged on a Reload, the expiration of the Reload and the quality and quantity of airtime, data and other services for which the Reload may be used. You should ask your Beneficiary to contact the Carrier directly with questions or problems on how the Reload can be used for services provided by the Carrier. We are not responsible for the performance of the Third-Party Service Company or any Carrier.

5. **Limitations on Frequency of Transfers.** For security reasons, there may be limits on the number of Transactions you can execute using your Xoom Account.
6. **Prohibited Transactions.** You may not use the Service in violation of this User Agreement or applicable laws, rules or regulations. It is a violation of this User Agreement to use the Service for any of the following activities (without limitation): sexually-oriented materials or services; gambling activities; fraud; money-laundering; funding terrorist organizations; purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances; or sending money to a Recipient or paying for a Reload for a Beneficiary that has violated the User Agreement. If you use the Service in connection with illegal conduct, we reserve the right to report you to the appropriate law enforcement agency or agencies. We may, in our sole discretion, cancel any Transaction and close any Xoom Account that we suspect is being utilized for any purpose prohibited by this User Agreement. You acknowledge that PayPal is not liable for your use of the Service in violation of this User Agreement.
7. **Others.** You may not request, submit or receive a Transaction on behalf of any other person, or on behalf of a charitable organization. We may, at any time and in our sole discretion, close multiple Xoom Accounts held by an individual, persons related to the individual or persons living in the same household as the individual.
8. **Restricted Activities.** If you use or interact with the Service, you will not:

- Breach or violate any restrictions in this User Agreement, or any other agreement between you and PayPal;
- Open more than one Xoom Account or otherwise attempt to circumvent Xoom's User Agreement, send or receive limits, policies or determinations about your Xoom account;
- Infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Provide false, inaccurate, or misleading information;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Cooperate with any other person in an attempt to circumvent or violate these restricted activities, including by controlling a Xoom Account that is linked to another account or Payment Instrument that engages or has engaged in any of these restricted activities;
- Use an anonymizing proxy;
- Take any action that may cause us to lose any of the services from our Internet service providers, payment processors, disbursement partners, or other suppliers or service providers;
- Share Transaction numbers or information with anyone except the Third-Party Service Company, your Recipient, or Beneficiary, and you will advise your Sender, Recipient or Beneficiary not to share Transaction numbers or information; or
- Harass and/or threaten our employees, agents, or other users.

9. Suspension or Termination of Service. Subject to applicable law, we, in our sole discretion, reserve the right to suspend or terminate this User Agreement, access to or use of our websites, software, systems (including any networks and servers used to provide any of the Xoom services) operated by us or on our behalf, or some or all of the Xoom services for any reason and at any time with or without notice to you and, upon termination of this User Agreement, cancel any or all of your Transactions and refund the applicable Transaction Amounts to you.

6. Transactions to India

PayPal processes Transactions to India pursuant to the Rupee Drawing Arrangements ("**RDA**"), as established by the Reserve Bank of India. You understand that use of the Service for contributions to charitable organizations is prohibited.

7. Transactions to Japan

You acknowledge that your Xoom Transactions are not payments which require prior notification, permission or approval under the Japan Foreign Exchange and Foreign Trade Act ("**FEFTA**") and are not payments which are restricted under FEFTA, including but not limited to capital transactions, payments to sanctioned individuals, sanctioned countries (in particular North Korea and Iran), or in exchange for embargoed goods such as weapons and nuclear related development. You understand that your use of Xoom to send Transactions to Japan which are not compliant with the restrictions of FEFTA is prohibited.

8. E-Communication Delivery Policy

You acknowledge and agree that this User Agreement shall be entered into electronically. Unless otherwise required by applicable law, the following categories of information ("**Communications**") will only be provided by electronic means and not in paper format or through other non-electronic means: (i) this User Agreement and our Privacy Statement and any amendments, modifications or supplements to them; (ii) your records of Transactions through the Service (including receipts or confirmations of Transactions); (iii) descriptions or records of your use of the Service (iv) any initial, periodic or other disclosures or notices provided in connection with the Service, including those required by applicable law; (v) any customer service communications or disclosures, including without limitation communications or disclosures with respect to claims of error or unauthorized use of the Service; and (vi) any other communication, agreement or disclosure related to PayPal, Xoom, the Service, your Xoom Account or any Transaction.

You agree and consent to receive electronically all Communications that we provide.

We will provide these Communications to you by posting them on the websites and/or by emailing them to you at the primary email address listed in your Xoom Account.

- 1. Hardware and Software Requirements.** In order to access and retain Communications, you must have: (i) an Internet browser that is JavaScript enabled, and supports 128-bit encryption and the acceptance of first party cookies, (ii) an e-mail account and the capability to read e-mail from Xoom, (iii) a device and Internet connection capable of supporting the foregoing and (iv) sufficient storage space to save past Communications or an installed printer to print them. We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from us. By giving your consent you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You should print or save a copy of these Communications for your records as they may not be accessible online at a later date.
- 2. How to Withdraw Your Consent.** Because we communicate electronically, you must provide your consent to receive Communications electronically in order to establish a Xoom Account and receive our services. You may withdraw your consent to receive all Communications electronically by clicking [here](#) for Customer Service. If you fail to provide, or if you withdraw, your consent to receive Communications electronically, we will decline to establish a Xoom Account for you, or we will terminate, suspend or decline to provide the Service, unless you are entitled by applicable law to receive non-electronic Communications.
- 3. Requesting Paper Copies of Electronic Communications.** If, after you consent to receive Communications electronically, you would like a paper copy of a Communication we previously sent you, you may request a copy within 180 days of the date we provided the Communication to you by contacting us as described above. We will send your paper copy to you by U.S. mail. In order for us to send you paper copies, you must have a current street address on file as your address in your Xoom Account profile.
- 4. Updating Your Contact Information.** It is your responsibility to keep your primary email address up to date so that we can communicate with you electronically. You

understand and agree that if we send you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you. Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book or for other reasons, you must add us to your email address book so that you will be able to receive the Communications we send to you. You can update your primary email address or street address at any time by logging into the website, going to “My Account”, and selecting the “Email” tab.

9. Communications Between You and Us

If you provide us your mobile phone number, you agree that we may contact you at that number using autodialed or prerecorded calls or text messages to: (i) service your Xoom Account, (ii) investigate or prevent fraud, or (iii) collect a debt. We will not use autodialed or prerecorded calls or texts to contact you for marketing purposes unless we receive your prior express written consent. We may share your mobile phone number with service providers with whom we contract to assist us with the activities listed above, but we will not share your mobile phone number with third parties for their own purposes without your consent. You do not have to agree to receive autodialed or prerecorded calls or texts to your mobile phone number in order to use and enjoy Xoom. Please click [here](#) for Customer Service to decline receiving autodialed or prerecorded calls or texts to your mobile phone number. Standard telephone minute and text charges may apply

10. Collection of Information

1. **Privacy Statement.** By agreeing to this User Agreement, you acknowledge you have read your country specific [PayPal Privacy Statement](#). We will disclose information to third parties about your Xoom Account, your Payment Instruments or your Transactions:

- Where it is necessary for completing Transactions, or
- In order to comply with government agency or court orders, or
- If you give us your consent, or
- As otherwise described in our Privacy Statement.

2. **Invisible Recaptcha.** You acknowledge and understand that the Service has implemented Google's Invisible Recaptcha service onto our websites as a tool to help detect and prevent potentially illegal acts and violations of our policies. You further acknowledge that your use of the Service and our websites includes your use of the Invisible Recaptcha service, which is subject to the [Google Privacy Statement](#) and [Google Terms of Use](#).

11. Intellectual Property

You acknowledge that PayPal exclusively owns the Service, including but not limited to the content of our websites, text, graphics, links, buttons, logos, and images, as well as all other patents, copyrights, trademarks, trade secrets, service marks, logos, and product and service names (the "**Intellectual Property**"). You agree not to display, use, copy, or modify the Intellectual Property in any manner. You are authorized solely to view and retain a copy of the pages of our websites for your own personal, non-commercial use. You further agree not to: (i) engage in or use any automated devices, data mining, robots, scraping or similar data gathering or extraction methods to access or use the Service; (ii) modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service, in whole or in part, except that the foregoing does not apply to the information that you legally upload to the Service; (iii) remove or alter any author, trademark or other proprietary notice or legend displayed on our websites (or printed pages thereof); or (iv) infringe PayPal's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

The technology and software underlying the Service or distributed in connection therewith are the property of PayPal, its affiliates and Service Providers, as applicable (the "**Software**"). Subject to the terms and conditions of this User Agreement, PayPal hereby grants you a non-

transferable, non-sublicensable, and non-exclusive right and license to use the object code of any Software on your device(s) solely in connection with the Service, provided that you agree not to copy (except as expressly provided in this User Agreement), 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 in this User Agreement are reserved by PayPal.

XOOM; XOOM.COM STYLIZED, XOOM STYLIZED, X LOGO, X XOOM LOGO; BANK TO BANK ULTRA; CUENTA A CUENTA ULTRA; STOP WAITING IN LINE. XOOM IT ONLINE; XOOM IT ONLINE; POWR; STATUSTRAK; THE SMARTER WAY TO SEND MONEY, and MONEY GO XOOM are trademarks or registered trademarks of PayPal in the United States and/or other countries.

12. Disclaimer of Warranties

THE SERVICE AND SOFTWARE, IF APPLICABLE, IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. PAYPAL, ITS SUBSIDIARIES, AFFILIATES, 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, but we make no representations or warranties regarding the time needed to complete processing because the Service is largely dependent on many factors outside our control. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. Notwithstanding the foregoing, you may have a right to a refund as expressly described in this User Agreement.

13. Indemnity

You agree to indemnify and hold PayPal, its suppliers, vendors, Service Providers, Service Companies and their respective subsidiaries, affiliates, officers, directors, agents, partners, employees, and consultants harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your

connection to the Service, your violation of the User Agreement or any law, or your violation of any rights of a third party.

14. Refunds

To request a refund, please click [here](#) for Customer Service. We will refund your money within four (4) 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. You can cancel your Transaction for a full refund within 30 minutes of authorizing your Transaction, unless the Send Money funds, Reload, or Bill Pay has already been paid out to the Recipient or Third-Party Service Company. After 30 minutes, we generally do not provide refunds, but may do so in limited circumstances.

We will make every effort not to debit your Payment Instrument after we have received your request for cancellation. However, in some cases, we may have initiated an irreversible request for funds from your financial institution prior to receiving your request for cancellation. In such cases, your Payment Instrument may be debited even if you have cancelled your Transaction but we will refund your money usually within four (4) Business Days after we have received the funds from your financial institution.

Refunds will be credited to the same Payment Instrument used to pay for the Transaction. Refunds are only made in same currency used to pay for the Transaction ("**Send Currency**"). Refund amounts will not be adjusted to account for changes in the value of the Send Currency from the time your Transaction was submitted.

Notwithstanding the foregoing, specific refund provisions may apply depending on your country or state of residence. Please go to the relevant section for your country specific provisions, which can be found between Part C – E.

15. Miscellaneous

1. **General.** Please let us know if you have any problems with the Service. Please click [here](#) for Customer Service.

2. **“Business Day(s)”** means Monday through Friday, excluding holidays when PayPal’s offices are not considered open for business in the U.S. Holidays include New Year's Day (January 1), Martin Luther King, Jr.’s Birthday (the third Monday in January), George Washington's Birthday (the third Monday in February), Memorial Day (the last Monday in May), Independence Day (July 4), Labor Day (the first Monday in September), Columbus Day (the second Monday in October), Veterans Day (November 11), Thanksgiving Day (the fourth Thursday in November) and Christmas Day (December 25). If a holiday falls on a Saturday, PayPal observes the holiday on the prior Friday. If the holiday falls on a Sunday, PayPal observes the holiday on the following Monday.
3. **Customer Updates.** You must promptly update us with any change in your e-mail address and telephone number by updating your profile on our websites. If we do not have correct contact information, we may not be able to notify you with important information or changes in your Transaction status.
4. **Licenses.** Our licenses to operate our business can be found by clicking [here](#).
5. **Entire Agreement.** The User Agreement constitutes the entire agreement between you and PayPal relating to the Service and governs your use of the Service, superseding any prior agreements between you and PayPal or any other party in connection with the Service.
6. **Changes to Country of Residence.** If your country of residence changes, you may be required to enter into a new User Agreement. The User Agreement you accepted for your prior country of residence will not apply to Transactions made from the new country of residence.
7. **No Waiver.** PayPal’s failure to exercise or enforce any right or provision of the User Agreement shall not constitute a waiver of such right or provision and shall not guarantee that PayPal 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.
8. **Modification.** We may modify this User Agreement 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 by reviewing our websites. Do not use the Service if you do not agree with the current terms of this User Agreement. 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.

9. **Language and Translations.** Please see the applicable country specific Parts of this User Agreement to see what languages we will provide this User Agreement and Privacy Policy to you in.
10. **Special Notice for International Use; Export Controls.** Software available in connection with the Service and the transmission of applicable data, if any, may be subject to export controls in your country of residence. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of your country of residence's export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, 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.
11. **Apple-enabled Software Applications.** PayPal offers Software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to Software that is made available for your use in connection with an Apple-branded product (such Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in this User Agreement, the following terms and conditions apply: i. PayPal and you acknowledge that this User Agreement is concluded between PayPal and you only, and not with Apple, and that as between PayPal and Apple, PayPal, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof. ii. You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service. iii. Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service. iv. Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software. v. Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be PayPal's sole responsibility, to the extent it cannot be disclaimed under applicable law. vi. PayPal and you acknowledge that PayPal, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use

of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. vii. In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between PayPal and Apple, PayPal, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. viii. You confirm that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. ix. If you have any questions, complaints or claims with respect to the Apple-Enabled Software, please contact us using the Contact Information below. x. PayPal and you acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this User Agreement with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of this User Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this User Agreement against you with respect to the Apple-Enabled Software as a third party beneficiary thereof.

12. **Contact information.** Questions, notifications, and requests for refunds or further information can be sent to us using the Customer Service contact information [here](#).

PART C. CANADA SPECIFIC PROVISIONS

If your country of residence is Canada at the time you send a Transaction, the following provisions shall apply to you:

1. Services

For the Reload service, DT One is a Reload Third-Party Service Company that sells you the Reload according to [DT One's Canada Terms & Conditions and Privacy Policy](#). Third-Party

Service Company fees for domestic Reload transactions varies by Reload amount. Xoom transfers the applicable amount of your payment to DT One.

2. Eligible Users

In order to access or use the Service as a Sender or Beneficiary, you must be (i) at least eighteen (18) years old or the age of majority in your province, and with (ii) capacity to enter legally binding contracts. Other restrictions may apply.

3. Languages and Translations

THIS DOES NOT APPLY IF YOU RESIDE IN THE PROVINCE OF QUEBEC. It is the express wish of the parties that these terms and any directly or indirectly related documents be drawn up in English. Any translation of this User Agreement or the Privacy Policy is provided solely for your convenience and is not intended to modify the terms of this User Agreement or Privacy Policy. In the event of a conflict between the English version of this User Agreement or Privacy Policy and a version in a language other than English, the English version shall control. Les parties ont exprimé la volonté expresse que les présentes modalités et tous les documents s'y rattachant directement ou indirectement soient rédigés en anglais. Toute traduction de ces conditions d'utilisation est uniquement fournie pour votre commodité et ne vise pas à modifier les modalités de ces conditions d'utilisation. En cas de conflit entre la version en anglais de ces conditions d'utilisation et une version dans une langue autre que l'anglais, la version en anglais prévaudra.

If you reside in the province of Quebec, it is the express wish of the parties that these terms and any directly or indirectly related documents be drawn up in French. Any translation of this User Agreement or the Privacy Policy is provided solely for your convenience and is not intended to modify the terms of this User Agreement or Privacy Policy. In the event of a conflict between the French version of this User Agreement or Privacy Policy and a version in a language other than French, the French version shall control.

4. Errors and Unauthorized Transactions

You have a right to dispute errors in your Transaction. If you think there is an error or that you have not authorized your Transaction, you must contact us within 13 months of the date we promised to you that funds would be made available to the Recipient. [Click here](#) for how to contact Customer Service. When you do, please tell us:

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 amount of the transfer; and
5. The Transaction number.

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 (3) 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 any documents we used in our investigation or for more details about your investigation.

5. Limitations of Liability

EXCEPT AS SET FORTH BELOW, IN NO EVENT SHALL PAYPAL, ITS SUPPLIERS, VENDORS, SERVICE PROVIDERS, SERVICE COMPANIES, OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PAYPAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM NEGLIGENCE ON THE PART OF PAYPAL, ITS SUPPLIERS, VENDORS, SERVICE PROVIDERS, SERVICE

COMPANIES, OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS.

6. Disputes

If a dispute arises between you and PayPal, our goal is to learn about and address your concerns. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the Service may be reported to Customer Service. Please click [here](#) for Customer Service.

A party requesting relief may elect to resolve a claim (excluding claims for injunctive or other equitable relief) in a cost-effective manner through binding non-appearance-based arbitration if the total amount of the award sought is less than \$10,000.00 CAD.

A party electing arbitration will do so through an established alternative dispute resolution ("**ADR**") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, with the specific manner to be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

7. Governing Law and Jurisdiction

This User Agreement shall be governed by the laws of Ontario and the laws of Canada, each as may be applicable. Any controversy, dispute, or claim arising out of or relating to the Service or User Agreement (a "**Claim**") shall be governed by and construed in accordance with the laws of Ontario and the laws of Canada, each as may be applicable, except that body of law governing conflicts of law and except as otherwise provided in this User Agreement.

Except as otherwise agreed by the parties or as described in "Canada Disputes", you agree to irrevocably submit to the non-exclusive jurisdiction of the courts of Ontario, Canada for the

purpose of any suit, action or other proceeding arising out of these User Agreement or your use of our websites or the Services.

PART D. EUROPEAN ECONOMIC AREA AND UNITED KINGDOM SPECIFIC PROVISIONS

If your country of residence is in the European Economic Area or the United Kingdom at the time you send a Transaction, the following provisions shall apply to you:

1. Services

The Service provided to you is a money remittance service, which does not entail the creation of a payment account and shall be provided to you on a transaction per transaction basis. For the Reload service, DT One sells you the Reload according to [DT One's EEA and UK Terms & Conditions and Privacy Policy](#). Xoom transfers the applicable amount of your payment to DT One. For the avoidance of doubt, this User Agreement is for single payment transactions.

2. Languages and Translations

We will communicate with you in English only.

This User Agreement and the Privacy Policy is concluded in English only. Any translation of this User Agreement or the Privacy Policy is provided solely for your convenience and is not intended to modify the terms of this User Agreement or the Privacy Policy. In the event of a conflict between the English version of this User Agreement or Privacy Policy and a version in a language other than English, the English version shall be the definitive version.

3. Errors and Unauthorized Transactions

You have a right to dispute errors in your Transaction. If you think there is an error or that you have not authorized your Transaction, you must contact us within 13 months of the date we promised to you that funds would be made available to the Recipient. Click [here](#) for how to contact Customer Service. When you do, please tell us:

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; and
4. The amount of the transfer; and
5. The Transaction number.

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 (3) 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 any documents we used in our investigation or for more details about your investigation.

4. Limitations of Liability

We shall only be liable to you for loss or damage caused directly and reasonably foreseeable by our breach of this User Agreement and our liability in these circumstances is limited as set out in the remainder of this section.

In no event shall PayPal, its affiliates, persons who act on our behalf, and/or the persons it enters into contracts with be liable for any of the following types of loss or damage arising under or in relation to this User Agreement (whether in contract, tort (including, without limitation, negligence) or otherwise:

1. any loss of profits, goodwill, business, contracts, revenue or anticipated savings even if we are advised of the possibility of such damages, loss of profits, goodwill, business, contracts, revenue or anticipated savings; or
2. any loss or corruption of data; or
3. any loss or damage whatsoever which does not stem directly from our breach of this User Agreement; or
4. any loss or damage whatsoever which is in excess of that which was caused as a direct result of our breach of this User Agreement (whether or not you are able to prove such loss or damage).
5. Nothing in this User Agreement shall limit our liability resulting from our fraud or fraudulent misrepresentation, gross negligence, willful misconduct, for death or personal injury resulting from either our or our subcontractor's negligence or to the extent such limitation or exclusion is not permitted by applicable law.

5. Disputes European Economic Area Residents

If a dispute arises between you and Company and you reside in the European Economic Area, our goal is to learn about and address your concerns. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and PayPal regarding the Service may be reported to Customer Service. Please click [here](#) for Customer Service. In addition, you may have additional dispute resolution options:

If you reside in any member state of the European Economic Area, other than the United Kingdom, and have a complaint to make about us, you may choose to escalate it by contacting one of the following:

1. European Consumer Centre ("**ECC-Net**"). You may obtain further information regarding the ECC-Net and how to contact them at http://ec.europa.eu/consumers/redress_cons/.

2. Commission de Surveillance du Secteur Financier (“**CSSF**”). The CSSF is the authority responsible for the prudential supervision of companies in the financial sector in Luxembourg. You can contact the CSSF at 283 Route d’Arlon, L-1150 Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: <http://www.cssf.lu> or by visiting the EU’s Online Dispute Resolution site at <https://ec.europa.eu/consumers/odr>.

In addition to the dispute resolution information for the European Economic Area above, if your country of residence is the United Kingdom, you may also contact the United Kingdom’s Financial Ombudsman Service (“**UK FOS**”). The UK FOS is a free, independent service, which might be able to settle a complaint between you and us. You may obtain further information regarding the UK FOS and contact the UK FOS at <http://www.financial-ombudsman.org.uk> or by visiting the EU’s Online Dispute Resolution site at <https://ec.europa.eu/consumers/odr>.

6. Disputes United Kingdom Residents

If a dispute arises between you and Company and you reside in the United Kingdom, our goal is to learn about and address your concerns. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Company regarding the Service may be reported to Customer Service. Please click [here](#) for Customer Service.

We will aim to respond to your complaint as quickly as possible; however, depending on the complexity of the issue, it may take up to 15 business days for payments-related complaints and up to 8 weeks for all other complaints. If there's any delay in our final response, we'll send you an update on the progress. If the outcome of any complaint about our services is still not to your satisfaction, you can refer your complaint to

1. the United Kingdom’s Financial Ombudsman Service (“**UK FOS**”). The UK FOS is a free, independent service, which might be able to settle a complaint between you and us. You may obtain further information regarding the UK FOS and contact the UK FOS at <http://www.financial-ombudsman.org.uk>; or
2. Commission de Surveillance du Secteur Financier (“**CSSF**”). The CSSF is the authority responsible for the prudential supervision of companies in the financial sector in

Luxembourg. You can contact the CSSF at 283 Route d'Arlon, L-1150 Luxembourg. You may obtain further information regarding the CSSF and how to contact them at: <http://www.cssf.lu>.

In respect of United Kingdom residents, PayPal is deemed authorised and regulated by the Financial Conduct Authority from 1 January 2021. The nature and extent of consumer protections may differ from those for firms based in the UK. Details of the Temporary Permissions Regime, which allows EEA-based firms to operate in the UK for a limited period while seeking full authorisation, are available on the Financial Conduct Authority's website.

7. Governing Law and Jurisdiction

This User Agreement and the relationship between us is governed by the laws of England and Wales. This does not affect your mandatory rights under the laws of the country in which you reside, such as your rights as a consumer. Any controversy, dispute, or claim arising out of or relating to the Service or User Agreement (a "**Claim**") shall be governed by and construed in accordance with the laws of England and Wales.

For complaints that cannot be resolved otherwise, you submit to the non-exclusive jurisdiction of the courts of England and Wales arising out of or relating to these User Agreement or the provision of our Services, without prejudice to your right to also initiate a proceeding against PayPal in that context before the competent courts of and in Luxembourg or your country of residence.

In simple terms, "nonexclusive jurisdiction of the courts of England and Wales" means that if you were able to bring a claim arising from these User Agreement against us in Court, an acceptable court would be a court located in England or Wales, but you may also elect to bring a claim in the court of another country instead, such as the country in which you reside.

PART E. UNITED STATES SPECIFIC PROVISIONS

If your country of residence is in the United States at the time you send a Transaction, the

following provisions shall apply to you:

1. Services

For the Reload service, DT One is a Reload Third-Party Service Company that sells you the Reload according to [DT One's U.S. Terms & Conditions and Privacy Policy](#). Xoom transfers the applicable amount of your payment to DT One. DT One offers Reloads from the U.S. to eligible non-U.S. Carriers.

2. Languages and Translations

We will communicate with you in English only. This User Agreement and the Privacy Policy is concluded in English only. Any translation of this User Agreement or the Privacy Policy is provided solely for your convenience and is not intended to modify the terms of this User Agreement or the Privacy Policy. In the event of a conflict between the English version of this User Agreement or Privacy Policy and a version in a language other than English, the English version shall be the definitive version.

3. Limitations on Dollar Amounts of Transfers

You may execute up to a maximum dollar amount per Transaction using your Xoom Account, depending on the type of Transaction. The per-Transaction maximums are available in the article [How Much Money Can I Send](#). In addition, you may execute up to a certain maximum dollar amount in total for Transactions over a specified period of time using your Xoom Account. The maximum total amounts for specified periods are available in the article [How Much Money Can I Send](#). Xoom's Service Providers also may limit the maximum dollar amount of a Transaction, or reject a proposed Transaction, in their sole discretion.

4. Limitations on Frequency of Transfers

Limitations may apply on the maximum number of Transactions you may make over a specified period of time using your Xoom account. In addition, Xoom's Service Providers may limit the maximum number of Transactions you can make over a period of time, in their sole discretion.

5. Periodic Statements

You will get a monthly statement of your Xoom account activity.

6. Your Liability for Unauthorized Use of Your Xoom Account Credentials

Tell us AT ONCE if you believe your Xoom Account credentials (username or password) have been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Xoom Account. Telephoning is the best way of keeping your possible losses down. If your Payment Instrument is associated with an asset account (e.g., a bank deposit) (a "Debit Instrument"), you could lose all the money associated with your Debit Instrument (plus the maximum amount of any overdraft line of credit associated with your Debit Instrument). If you tell us within 2 Business Days after you learn of the loss or theft of your Xoom Account credentials, you can lose no more than \$50 if someone used your Xoom Account credentials without your permission to access a Debit Instrument.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Xoom Account credentials, and we can prove we could have stopped someone from using your Xoom Account credentials without your permission if you had told us, you could lose as much as \$500 if your Xoom Account credentials are used to access a Debit Instrument.

Also, if your Xoom statement shows transfers using a Debit Instrument that you did not make, tell us at once. If you do not tell us within 180 days from the date we promised to you

that funds would be made available to the Recipient, as provided in the Transaction receipt, you may not get back any money you lost after the 180 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your Xoom Account credentials have been lost or stolen, please contact us using any method provided on our [support page](#).

Notwithstanding the foregoing, if your Payment Instrument is not a Debit Instrument (e.g., if you use a credit card for funding), you will be responsible for the losses as set forth in the User Agreement.

7. In Case of Errors or Questions About Your Transactions Made with a Debit Instrument

The error resolution procedures, rights and obligations described in this Section 7 apply to Transactions made with a Debit Instrument (“**Debit Transactions**”). Treatment of Debit Transaction error claims varies depending on whether you send funds within the United States or internationally, and whether you are claiming unauthorized use of your Xoom Account. If your Transaction was made with a credit card Payment Instrument (“**Credit Card Transactions**”), error resolution procedures, rights and obligations are set forth in Section 8.

In case of errors or questions about your Debit Transactions, please contact us using any method provided on our [support page](#) as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Debit Transaction listed on the statement or receipt. We must hear from you no later than 180 days from the date we promised to you that funds would be made available to the Recipient, as provided in the Debit Transaction receipt.

1. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
2. Tell us the dollar amount of the suspected error; and
3. Tell us either: a. Your name, email address associated with your account or telephone number; or b. Each of the following: i. The Transaction number for the Debit

Transaction (we provide a Transaction number on receipts, in statements and in your Transaction history within your account); and ii. The Recipient's name, and if known, the telephone number or address of the Recipient.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

The following applies if you think any Debit Transaction was not authorized by you, or if you think any error has occurred with respect to the Debit Transaction where the Destination is the United States:

1. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your account.
2. 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 the documents that we used in our investigation.

The following applies if you think an error has occurred with respect to any Debit Transaction where the Destination is not the United States, other than an unauthorized Debit Transaction error:

1. 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 any documents we used in our investigation or for more details about your investigation.
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8. In Case of Errors or Questions About Your Transactions Made with a Credit Card

The error resolution procedures, rights and obligations described in this Section 8 apply to Credit Card Transactions. Treatment of Credit Card Transaction error claims varies depending on whether you send funds within the United States or internationally, and whether you are claiming unauthorized use of your Xoom Account. If your Transaction was made with a Debit Instrument, error resolution procedures, rights and obligations are set forth in Section 7.

In case of errors or questions about your Credit Card Transaction where the Destination is not the United States, other than an unauthorized Credit Card Transaction error ("**Non-U.S. Credit Card Transaction**"), please contact us using any method provided on our support page as soon as you can, if you think your statement or receipt is wrong or if you need more information about a Non-U.S. Credit Card Transaction listed on the statement or receipt. We must hear from you no later than 180 days from the date we promised to you that funds would be made available to the Recipient, as provided in the Non-U.S. Credit Card Transaction receipt.

1. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information;
2. Tell us the dollar amount of the suspected error; and
3. Tell us either: a. Your name, email address associated with your account or telephone number; or b. Each of the following: i. The Transaction number for the Non-U.S. Credit Card Transaction (we provide a Transaction number on receipts, in statements and in your Transaction history within your account); ii. The Recipient's name, and if known, the telephone number or address of the Recipient.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

If you think an error has occurred with respect to your Non-U.S. Credit Card 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 any documents we used in our investigation or for more details about your investigation.

If you think any Credit Card Transaction was not authorized by you, or if you think any error has occurred with respect to a Credit Card Transaction where the Destination is the United States, please contact us using any method provided on our [support page](#) as soon as you can for assistance with resolving the issue. You may also contact the issuer of your credit card Payment Instrument regarding your dispute.

9. Our Liability

If we do not complete a Transaction drawn against a Debit Instrument on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in the account associated with your Debit Instrument to complete the Transaction.
2. If the Transaction would cause your designated Debit Instrument to go over any applicable credit limit on any overdraft line associated with the Debit Instrument.
3. If the system was not working properly when you instructed us to complete the Transaction and you knew about the breakdown when you started the Transaction.
4. If circumstances beyond our control (such as fire or flood) prevent the Transaction, despite reasonable precautions that we have taken.
5. There may be other exceptions stated in our User Agreement with you.

10. State Complaints

Residents of certain jurisdictions in the United States may also consider the following in the event of a problem:

1. **Alaska.** For Alaska Residents Only: If your issue is unresolved by Xoom, 877-815-1531, please submit formal complaints with the State of Alaska, Division of Banking & Securities. Formal complaints must be in writing, please download the form here: <https://www.commerce.alaska.gov/web/portals/3/pub/DBSGeneralComplaintFormupdated> Formal complaint forms may be submitted via: 1. Fax: 907-465-1230 2. Email: msb_licensing@alaska.gov 3. Mail: Division of Banking & Securities PO Box 110807 Juneau, AK 99811-0807. If you have questions regarding formal complaints, please call 907-465-2521.
2. **California.** If you have complaints with respect to any aspect of the money transmission activities conducted by PayPal at www.xoom.com, you may contact the California Department of Financial Protection & Innovation at its toll-free telephone number, 1-866-275-2677, by email at consumer.services@dfpi.ca.gov, online through its website at <https://dfpi.ca.gov/file-a-complaint>, or by mail at California Department of Financial Protection & Innovation, Consumer Services, 2101 Arena Boulevard, Sacramento, CA 95834.
3. **Colorado.** 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 12, Article 52, Colorado Revised Statutes. If you are a Colorado resident and have a complaint about PayPal or Xoom, 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: www.dora.colorado.gov/dob **ALL consumer complaints must be submitted in writing.**
4. **Illinois.** If you have complaints or other concerns with respect to any aspect of the money transmission activities conducted with PayPal, including Xoom, you may contact the Illinois Department of Financial and Professional Regulation toll free at 1-888-473-4858.

5. **Maryland.** The Commissioner of Financial Regulation for the State of Maryland will accept questions or complaints from Maryland residents regarding PayPal or Xoom, at: Commissioner of Financial Regulation, Attention Complaint Unit, 500 North Calvert Street, Suite 402, Baltimore, Maryland 21202, toll-free telephone number: 1-888-784-0134.
6. **Massachusetts** (License Number - FT4008). If you are a resident of Massachusetts and you have an unresolved complaint, you may contact the Consumer Assistance Section of the Massachusetts Division of Banks at (800)495-2265 ext. 501 (outside of Massachusetts, call (617) 956-1500 ext. 501), or by sending a written complaint to the Division of Banks, 1000 Washington St, Fl 10, Boston, Massachusetts 02118-2218.
7. **Minnesota.** You may contact us by email at reportfraud@xoom.com to voluntarily disqualify yourself from sending or receiving Transactions with Xoom ("Disqualified Xoom User"). All requests will expire one year from the date of request, unless requested for longer, or until you terminate the request in writing at reportfraud@xoom.com. PayPal may automatically inform the Minnesota Department of Commerce Financial Institutions Division to include such individual on Minnesota's "No Transmit List." The Financial Institutions Division may from time to time provide the "No Transmit List" to us and any individuals on such list shall automatically be a Disqualified Xoom User. Please see Minn. Stat. 53B.27, subd. 3 for more information on the "No Transmit List."
8. **New York.** PayPal at 2211 N. First Street, San Jose, CA 95131, is licensed by the New York State Department of Financial Services to receive money for transmission and to transmit the same. New York customers can direct unresolved complaints to regulatory authorities at: Consumer Assistance Unit, NYS Department of Financial Services, One Commerce Plaza, Albany, NY 12257; 1-877-BANK-NYS (1-877-226-5697); <http://www.dfs.ny.gov/consumer/fileacomplaint.htm>.
9. **Texas.** This section applies to Texas residents only. If you have a complaint, first contact Xoom Customer Service at 1-877-815-1531. If you are a Texas resident and you still have an unresolved complaint regarding PayPal's money transmission activity, including Xoom, please direct your complaint to: Texas Department of Banking; 2601

11. Refund Disclosures

Notwithstanding the foregoing, residents of certain jurisdictions in the United States should read the following:

1. **California.** The following applies only to Transactions that are submitted by Senders in 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 PayPal does not forward the funds received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of funds 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 funds shall be forwarded or transmitted are not complied with and the funds have not yet been forwarded or transmitted you have a right to a refund. If you want a refund, you must mail or deliver your written request to Xoom Customer Support, P.O. Box 45950, Omaha, NE 68145-0950, USA. 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.

2. **New Hampshire.** The following applies only to Transactions that are submitted by Senders in New Hampshire: Senders are entitled to a refund of the Transaction Amount and Transaction Fee if their Transaction is not paid out according to the information they provide about their Recipient, unless the Transaction is in violation of applicable law or this User Agreement. In the case of any such refund, the Transaction will also be cancelled.
3. **Washington.** The following applies only to Transactions that are submitted by Senders in the State of Washington: You, the customer, are entitled to a refund of all moneys received for transmittal within ten days of receipt of a written request for refund unless

any of the following occurs: a. The monies have been transmitted and delivered to the Recipient prior to receipt of the written request for a refund; b. Instructions have been given committing an equivalent amount of money to the person designated by the customer prior to receipt of a written request for a refund; c. PayPal or its authorized delegate has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or d. PayPal is otherwise barred by law from making a refund.

12. Limitations of Liability

EXCEPT AS OTHERWISE SET FORTH IN THIS USER AGREEMENT OR PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL PAYPAL, ITS SUPPLIERS, VENDORS, SERVICE PROVIDERS, SERVICE COMPANIES, OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PAYPAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM NEGLIGENCE ON THE PART OF PAYPAL, ITS SUPPLIERS, VENDORS, SERVICE PROVIDERS, SERVICE COMPANIES, OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, EMPLOYEES OR CONSULTANTS.

Notwithstanding the foregoing:

California residents: the above does not apply to claims under Section 2102 of the California Financial Code arising from Transactions originating in California.

13. Agreement to Arbitrate

You and PayPal agree that any claim or dispute at law or equity that has arisen or may arise between you and us, out of or relating to the Xoom services or your Xoom account, will be

resolved in accordance with the Agreement to Arbitrate provisions set forth below. Please read this information carefully. Among other things it:

- Affects your and our rights and will impact how claims between you and us are resolved, including your and our agreement to waive the right to trial by jury.
- Includes a Prohibition of Class and Representative Actions and Non-Individualized Relief pursuant to which you agree to waive your right to participate in a class action lawsuit against us.
- Requires you to follow the Xoom **Opt-Out Procedure** to opt-out of the Xoom Agreement to Arbitrate by mailing us a written notice that must be postmarked no later than 30 days after the date you accept this User Agreement for the first time.

If a dispute arises between you and PayPal, our goal is to learn about and address your concerns. If we are unable to do so to your satisfaction, we aim to provide you with a neutral and cost effective means of resolving the dispute quickly. Any disputes you have regarding the Xoom services may be reported to customer service online through the Xoom Help Center at any time.

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| Xoom Agreement to Arbitrate | |
| Our Agreement | You and PayPal each agree that any and all disputes or claims that have arisen or may arise out of or relating to the Xoom services or your Xoom account including without limitation federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation or any other legal theory, shall be resolved exclusively through final and binding arbitration or in small claims court. You or PayPal may assert claims in small claims court instead of in arbitration, if your claims qualify and so long as the matter remains in small claims court and advances only on an individual (non-class, non-representative) basis. This Agreement to Arbitrate is intended to be broadly interpreted. The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate. |
| Notices of Disputes | Before bringing any dispute or claim, you or PayPal must first send the other party, by certified email, a completed Notice of Dispute. You should send this notice to PayPal at: PayPal, Inc., Attn: Legal Specialists, Re: Notice of Dispute, P.O. Box 45950, Omaha, NE 68145-0950. PayPal will send any notice to you to the address we have on file associated with your Xoom account; it is your responsibility to |

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| <p>Xoom Agreement to Arbitrate</p> | |
| | <p>keep your address up to date. To be valid, the Notice of Dispute must contain all information called for in the Notice of Dispute form, including but not limited to: your PayPal's signature, the email address and phone number associated with the customer's Xoom account, a description of the nature and basis of the claims that are being asserted, a statement of the specific relief sought, and any relevant documents and supporting information reasonably available to the claiming party.</p> <p>If you and PayPal are unable to resolve the claims described in the notice within 45 days after the notice is received by you or PayPal, you or PayPal may commence an arbitration proceeding or suite in small claims court. A form for initiating arbitration proceedings is available on the American Arbitration Association's website at www.adr.org. The Notice of Dispute requirements are essential in order to give the parties a meaningful chance to resolve disputes informally.</p> |
| <p>Prohibition of Class and Representative Actions and Non-Individualized Relief</p> | <p>You and PayPal agree that each of us may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding. Unless both you and PayPal agree otherwise, the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative or class proceeding. Also, the arbitrator(s) may award relief (including monetary, injunctive and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other PayPal or Xoom customers.</p> |
| <p>Arbitration Procedures</p> | <p>Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator or arbitrators instead of a judge or jury, and court review of an arbitration award is very limited. However, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. All issues are for the arbitrator to decide, except that a court competent jurisdiction shall decide issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, and issues that this Agreement to Arbitrate indicates that a court can resolve.</p> |

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| Xoom Agreement to Arbitrate | |
| | <p>Any arbitration will be administered by the American Arbitration Association (referred to as the "AAA"). For all claims in which the value of the relief sought is \$10,000 or less, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply without exception. For all other claims the AAA's rules, including, as applicable, the AAA's Consumer Arbitration Rules, as modified by this Agreement to Arbitrate, shall apply. The AAA's rules are available at www.adr.org. In the event that the AAA is unavailable to administer the arbitration, another administrator will be selected by the parties or by the court.</p> <p>Any arbitration hearings shall be held in the county in which you reside or at another mutually agreed location. If the value of the relief sought is \$25,000 or less, the arbitration will be conducted based solely on written submissions, unless any party requests an in-person, telephonic, or videoconference hearing or the arbitrator decides that a hearing is necessary. In cases where an in-person hearing is held, you and/or PayPal may attend by telephone or videoconference, unless the arbitrator requires otherwise.</p> <p>The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. No court or arbitrator shall be bound by rulings in prior arbitrations involving different PayPal or Xoom customers, but the court or arbitrator will be bound by rulings in prior arbitrations involving the same PayPal or Xoom customer to the extent required by applicable law. The award of the arbitrator shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.</p> |
| Costs of Arbitration | <p>Payment of all AAA or arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this Agreement to Arbitrate. If the value of the relief sought is \$10,000 or less, at your request, PayPal will pay all AAA or arbitrator fees associated with the arbitration. Any request for payment of fees by PayPal should be submitted by mail to the AAA along with your Demand for Arbitration and PayPal will make arrangements to pay all necessary fees directly to the AAA. If the value of the relief sought is more than \$10,000 and you</p> |

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| Xoom Agreement to Arbitrate | |
| | <p>are able to demonstrate that the costs of accessing arbitration will be prohibitive as compared to the costs of accessing a court for purposes of pursuing litigation on an individual basis, PayPal will pay as much of the AAA or arbitrator fees as the arbitrator deems necessary to prevent the cost of accessing the arbitration from being prohibitive. In the event the arbitrator determines that either the substance of your or PayPal's claim or the relief sought was frivolous or brought for an improper purpose, then you or Paypal may seek to recover from you or Paypal any fees it paid, including attorneys' fees, to the extent permitted by the AAA's rules and applicable law.</p> |
| Severability | <p>With the exception of any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above, if a court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If a court decides that any of the provisions in the Prohibition of Class and Representative Actions and Non-Individualized Relief section above is invalid or unenforceable because it would prevent the exercise of a non-waivable right to pursue public injunctive relief, then any dispute regarding the entitlement to such relief (and only that relief) must be severed from arbitration and may be litigated in court. All other disputes subject to arbitration under the terms of the Agreement to Arbitrate shall be arbitrated under its terms.</p> |
| Opt-Out Procedure | <p>If you are a new Xoom user, you can choose to reject this Agreement to Arbitrate by mailing us a written opt-out notice. The opt-out notice must be postmarked no later than 30 days after the date you accept this User Agreement for the first time. You must mail the Xoom opt-out notice to: PayPal, Inc., Attn: Litigation Department, Re: Xoom Opt-Out Notice, 2211 North First Street, San Jose, CA 95131.</p> <p>For your convenience, we are providing a Xoom opt-out notice form you must complete and mail to opt out of this Agreement to Arbitrate. You must complete this form by providing all the information it calls for, including your name, address, phone number, and the email address(es) used to log in to the Xoom account(s) to which the opt-out applies. You must sign the opt-out notice for it to be effective. This procedure is the only way you can opt out of the agreement to arbitrate. If you opt out of the Xoom Agreement to Arbitrate, all other parts of the Xoom User Agreement will continue</p> |

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| Xoom Agreement to Arbitrate | |
| | to apply. Opting out of this Xoom Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us. |
| Future Amendments to the Xoom Agreement to Arbitrate | Notwithstanding any provision in this User Agreement to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or website link provided herein) in the future, that amendment shall not apply to any claim that was filed in a legal proceeding against PayPal or you prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by this Agreement to Arbitrate that have arisen or may arise between you and PayPal. We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on www.Xoom.com at least 30 days before the effective date of the amendments and by providing notice through email. If you do not agree to these amended terms, you may close your Xoom account within the 30-day period and you will not be bound by the amended terms. |

14. Governing Law and Jurisdiction

You agree that, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in this User Agreement, the laws of the State of Delaware, without regard to principles of conflict of laws, will govern this User Agreement and any claim or dispute that has arisen or may arise between you and PayPal.
