

## Terms & Conditions of Service

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## Terms & Conditions of Service

**Last Updated: February 2, 2026**

### 1. Acceptance of the Terms & Conditions of Service

The following terms and conditions, together with the Privacy Policy, and any other documents and additional terms they expressly incorporate by reference (collectively, these "**Terms & Conditions**" or "**Agreement**"), govern your access to and use of our website <https://epesoremit.com/web/login.php> website (the "**Website**") and/or Reliable mobile application (the "**App**") and the Credit-To -Bank, Cash Pickup, and Door-to-Door services that are offered through our Website and/or App and that link to these Terms & Conditions (collectively, the "**Service(s)**"). These Terms & Conditions constitute a legally binding contract agreement entered between you, as an individual ("**you**", "**your**", "**yours**") and Reliable Peso Remit, Inc., a corporation incorporated under the laws of the Province of Ontario ("**Reliable**", "**Company**", "**we**", "**us**", and "**our**").

**BY CLICKING "I Accept" AFTER REVIEWING THESE TERMS AND CONDITIONS, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS AND CONDITIONS INCLUDING OUR PRIVACY POLICY AND OTHER DOCUMENTS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS, YOU MUST NOT ACCESS OR USE OUR SERVICES.**

### 2. Applicability

These Terms & Conditions apply to you if you are an individual and login to our Website/App through a "User" login to use our Services in your personal capacity. If you are an agent or organization, these Terms and Conditions do not apply to you.

### 3. Definitions

In this Agreement (except where the context otherwise requires) the following words shall have the following meanings:

"Agent" means a sub-distributor service provider duly authorized by us;

"Beneficiary" refers to the person you designate to receive the funds while using our money transfer service;

"customer(s)" or "holder(s)" or "user(s)": any Device user who chooses to use the our Service(s);

"Device" means any desktop computer, laptop, cell phone, digital tablet or any such device that you use to access our Services.

"Payout Provider" means the entity or service through which the Beneficiary will receive the transferred funds, as instructed by you.

"Reliable Profile" means the designated unique money service account associated with any user of our Service, containing information essential to the identification of the user and accessible through the Website/App on user's Device;

“Service Fee” means the fee charged by the Company for providing specific Services to the user, as disclosed prior to the completion of a transaction. The Service Fee does not include any additional charges that may be imposed by third parties, such as banks or payment providers, which are separate and independent from the Company’s Service Fee.

“SMS” refers to a short message service consisting of a text message;

“Transaction” refers to any financial transactions performed while using our Services;

#### **4. Profile Set-Up, Your Use of our Services and Security**

- a) The use of our Services, including accessing some content or areas of the Website/App, requires user registration. You must create a profile and provide certain information as prompted by us. Please note you are only allowed to create one Reliable Profile.
- b) It is a precondition of your use of our Services that all the information you provide on the Website/App is correct, current, and complete. You must update this information whenever it changes. We shall not be responsible for any loss arising out of your failure to do so. We may ask you at any time to confirm the accuracy of your information and/or provide additional supporting documents for any legitimate reasons including our compliance with applicable laws.
- c) We are required by law to conduct certain security and customer due diligence checks on you to provide any Services to you and allow you to have and maintain a Reliable Profile. Sometimes, we might also need to perform checks on other parties involved in a particular transaction (for example, on the Beneficiary).
- d) You agree to comply with any request from us for further information and provide such information in a format acceptable to us. In addition, you agree that we may make, directly or through any third-party, any inquiries we consider necessary to validate the information you provided to us, including checking commercial databases or credit reports. You authorize us to obtain one or more of your credit reports, from time to time, to establish, update, or renew your Reliable Profile with us or in the event of a dispute relating to these Terms & Conditions or our Services. You agree we may disclose certain information/personal information about you, in accordance with our Privacy Policy, including your name, residential address, and date of birth to a credit reporting agency to obtain a credit report for these purposes.
- e) After logging in to your account using your username and password, you shall be able to authorize your transactions.
- f) You may only use our Services for personal purposes and not as a business account or for business purposes.
- g) You warrant that the funds that the you are using to order our Services, including service fees to process the transaction come from a legitimate source.
- h) You also warrant that the use or attempted use of our Services for money laundering and illegitimate activities is strictly prohibited and will cause an immediate breach of these Terms & Conditions, which will release us from any and all obligations to you.
- i) We reserve the right to close, suspend, or limit access to your Reliable Profile or the Services in the event we are unable to obtain or verify any information related to you or your transaction.

- j) We reserve the right at any time and from time to time, to disable or terminate your Reliable Profile, any username, password, or other identifier, whether chosen by you or provided by us for violation of any provision of these Terms & Conditions and applicable laws.
- k) We reserve the right to delete any vulgar or otherwise offensive account details, or to require you to change your Reliable Profile details.
- l) You are prohibited from attempting to circumvent and from violating the security of this Website/App, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling Service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise our ability to monitor the provisions of our Services including the Website/App; (f) using any robot, spider, or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the Service or any functionality thereof via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the Services.

## 5. Using Your Reliable Profile

- a) Information about your Reliable Profile:
  - i. Your Reliable Profile allows you to send funds.
  - ii. We may place certain limits on your Reliable Profile depending on your verification status or other legal considerations. You can contact our Customer Support team for more information about these limits.
  - iii. Transaction and balance Limits: We may at our sole and absolute discretion reject a requested transaction, or refund a payment or other transaction, for any reason whatsoever, including without limitation, where the value of your intended remittance amount exceeds any value permitted under the applicable laws and regulations or any other regulatory or risk limit prescribed for that Reliable Profile. The following are the limits prescribed as per our policies:  
**Maximum** single transaction: \$3000 CAD or \$3000 USD  
Maximum daily transfer: \$3000 CAD or \$3000 USD

In all cases mentioned above, the maximum transaction counts should not exceed the maximum daily transfer limits.

The limits set forth above may be amended from time to time, pursuant to any modifications brought to the applicable laws and regulations or our internal policies. We would inform you of such changes through your contact information available to us which will become effective as per the relevant provisions of the applicable laws.

- b) We may carry out verification checks when you request Reliable Profile details in addition to the checks required to obtain a Reliable Profile, and we may carry out further checks on an ad-hoc basis.

## 6. Remittance Service & Payment Options

All remittance amounts and service fees are denominated in Canadian Dollars. Service fees may be changed at any time without prior notice. Reliable will deliver the remittance to the designated beneficiary using the method selected by you.

Transactions are processed daily from Monday to Sunday, between 9:00 AM and 9:00 PM Eastern Time. Transactions submitted outside these hours will be processed on the next business day. Processing times may be delayed due to holidays, system maintenance, updates, or other unforeseen events.

Service	Location	Estimated Delivery Time <sup>1</sup>	Processing Time <sup>2</sup>
Bank-to-Bank	Banco de Oro	24 hours	Mon - Sat
Bank-to-Bank	Landbank of the Philippines	24 hours	Mon - Sat
Bank-to-Bank	Rural Banks	1-5 business days	Mon - Fri
Bank-to-Bank	All other Philippine Banks	1-2 business days	Mon - Fri
MLHuillier Cash Pick Up	All MLHuillier Locations	24 hours	Mon - Sun
Cebuana Lhuillier	All Cebuana Lhuillier Locations	24 hours	Mon - Sun
Palawan Pawnshop	All Palawan Locations	24 hours	Mon - Sun
BDO Cash Pick Up	All BDO Cash Pick up Locations	24 hours	Mon - Sun
Landbank	All Landbank branches, LBC and other locations	24 hours	Mon - Sun
Door-to-door	Manila	3-5 days	Mon - Fri

Remittance to cash pick up services MLHuillier, Cebuana, Palawan, BDO, Landbank are made available once the transaction is updated "Ready for Pick up." The availability of the funds at the pick up location are dependent on the funding of the particular branch and its operating hours. Each cash pick-up location and payout provider is solely responsible for the availability of funds, their own operating hours, and any other business policies. Reliable acts only as an intermediary to facilitate the remittance and does not control, and is not responsible for, the actions, omissions, or policies of any third-party payout provider, cash pick-up location, or vendor. Reliable shall not be liable to the remitter should the funds not be available for pick up due to lack of funds on part of the pick up centre/location, their operating hours, other business policies, or any other issue arising from the actions or omissions of third-party providers.

<sup>1</sup> These delivery times are under normal business conditions. Delivery times will be affected by holidays, system maintenance and updates, and unforeseen events.

As stated in the previous section, the processing time of transactions will be from Monday to Sunday, between 9:00AM to 9:00PM Eastern Time. All transactions that are done after the cut off will be processed on the next day. Processing times may be delayed by holidays, system maintenance and updates, and other unforeseen events.

Reliable will provide current and up to date information on the locations and operating hours of payout providers through our website. This information is obtained by Reliable from the website of

the payout provider and through correspondence with said provider. Reliable is not responsible for inaccurate information provided to us with regards to locations and operating hours of the payout provider or any losses that may occur as a result of the inaccurate information.

<sup>2</sup> These processing times are the availability of transferred funds to the beneficiary in the Philippines by the payout provider

## **7. Staying safe while using our Services**

- a) Any username, password, or any other piece of information chosen by you, or provided to you as part of our security procedures, must be treated as confidential, and you must not disclose it to any other person or entity. We recommend you change your password regularly.
- b) In order to ensure the confidentiality of access to our Services, the identification procedure is based on a confidential username a password.
- c) You are responsible for protecting your password, which must be kept secret, and for all transactions that are initiated through your profile. Do not communicate your password to third parties; it should be kept very confidential and should never be written on a document. The User must ensure that the password is always kept out of sight of any individual. Failure to comply with these instructions irrevocably and entirely exonerates us in the event of fraudulent use of this password and your Profile..
- d) If at any time you believe or know that your Device or password has been stolen or compromised, you can reach our customer service center by the following means: support@epesoremit.com or on the following numbers: 416-631-7373. We will block your Reliable Profile within a reasonable time. However, you will be responsible for all transactions that have occurred in your Profile up to the date of blocking your Profile.
- e) We recommend you use the Services to send money to friends, family or to trusted and verified businesses and third parties that are known to you or that you have already done business with. You should be cautious when sending money to the recipients you don't know and have never dealt with before.
- f) You must exercise caution when accessing your Reliable Profile from a public or shared "Device" so that others are not able to view or record your password, Pin code or other personal/confidential information. You also agree to ensure that you will logout from your Reliable Profile at the end of each session.
- g) You understand and agree that should you be provided with a Reliable Profile, your Reliable Profile is personal to you, and you agree not to provide any other person with access to our Services or portions of it using your username, password, Pin code or other security information.
- h) You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You are responsible for any password misuse or any unauthorized access including any loss thereof.
- i) Any delays in notifying us of a compromised Reliable Profile, may affect the security of your Reliable Profile and result in losses that you would be responsible for. You must provide us with any reasonable assistance we require from you to investigate and take any action required to secure your Reliable Profile. Please note our customer service representatives will never ask for your password or Pin Code.

## 8. Limits on use of our Services

As a condition of your access and use of the Services, you agree that you may use the Services only for lawful purposes and in accordance with these Terms and Conditions.

Without limiting the foregoing, you warrant and agree that your access to our Website/App and use of our Services shall not:

- a) In any manner violate any applicable federal, provincial, local, or international law or regulation including, without limitation, any laws regarding the export of data or software, patent, trademark, trade secret, copyright, or other intellectual property, laws prohibiting money laundering and terrorist financing, legal rights (including the rights of publicity and privacy of others) or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms & Conditions.
- b) Amount to sending or receiving what we believe to be potentially fraudulently gained funds.
- c) Attempt to "double dip" during a dispute or claim by receiving or attempting to receive funds from both us and a third party.
- d) In any manner violate the terms of use of any third-party website that is linked to the Website/App, including but not limited to, any third-party social media website.
- e) Include or contain any material that is exploitive, obscene, harmful, threatening, abusive, harassing, hateful, defamatory, sexually explicit or pornographic, violent, inflammatory, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age or other such legally prohibited ground or be otherwise objectionable, such determination to be made in Company's sole discretion.
- f) Involve stalking, attempting to exploit or harm any individual in any way by exposing them to inappropriate content or otherwise or ask for personal information as prohibited under applicable laws, regulations, or code.
- g) Involve, provide, or contribute any false, inaccurate, or misleading information.
- h) Include sending, knowingly receiving, uploading, downloading, using, or reusing any material that does not comply with the Terms & Conditions.
- i) Impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity including, without limitation, by using email addresses or screen names associated with any of the foregoing.
- j) Transmit, or procure the sending of, any advertisements or promotions without our prior written consent, sales, or encourage any other commercial activities, including, without limitation, any "spam", "junk mail", "chain letter", contests, sweepstakes and other sales promotions, barter, or advertising or any other similar solicitation.
- k) Encourage any other conduct that restricts or inhibits anyone's use or enjoyment of our Services, or which, as determined by us, may harm the Company or users of its Services or expose them to liability.
- l) Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, or alarm any person.
- m) Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- n) Give the impression that they originate from or are endorsed by us or any other person or entity, if this is not the case.



## **9. Location Restrictions.**

Our Services are only intended for and directed to residents of jurisdictions where offering and use of the Services is lawful. Without limiting the generality of the foregoing, the Service is not offered to and should not be used by any person residing outside Canada.

## **10. Age Restrictions.**

Persons under the age of majority are prohibited from accessing or using the Website/App or using our Services. We may terminate or suspend your use of the Services if we believe you are under the age of majority until you prove otherwise.

## **11. Responsibility for Expenses.**

You are solely responsible for all costs, expenses, and liabilities connected to your access and use of our Services. Without limiting the generality of the foregoing, you are responsible for (a) your internet, wireless, and data costs incurred in connection with your use or access of the Services; (b) obtaining and maintaining any Device or other hardware or software you use to access and use the Services.

## **12. Your Representations and Warranties.**

In addition to and not in derogation of any other representations and warranties you provide to us under these Terms & Conditions, you represent and warrant to us that:

- (a) You are no younger than 18 years old and have attained the age of majority.
- (b) You have not signed up for/maintain/otherwise use more than one Reliable Profile to access the App/Website and our Services and are acting on your own behalf.
- (c) All information in your Reliable Profile and any other information you provide us, is true, accurate, current, and complete, including, without limitation, your age;
- (d) You are not colluding or attempting to collude or intending to participate, directly or indirectly, in any collusion scheme with any other user in the course of any Transaction that may violate any terms of this Agreement or applicable laws.
- (e) You have not previously held a Reliable Profile on our App/Website which was either suspended or terminated by us; and
- (f) You shall not transfer in any way whatsoever your rights under this agreement without our prior written consent.
- (g) You must inform us as soon as you become aware of any errors with respect to your account.
- (h) You shall only use payment methods that you are duly authorized to use to access/use our Services.
- (i) You are using our Services in a jurisdiction where access to, and use of, our Services (or any part thereof) is not prohibited or illegal;

- (j) You understand the contents of these Terms & Conditions and have had the opportunity to obtain legal advice with respect to these Terms & Conditions before agreeing to it;
- (k) You have the capacity and authority to enter into, execute, and perform your obligations under these Terms & Conditions;
- (l) You have provided accurate and complete information while registering your account with us and will keep such information updated and current;

### **13. Service Fees**

- a) Registering for and/or opening a Reliable Profile is free. You will incur a fee when you use our Services.
- b) You must pay our fees. We may not process your transaction(s) or provide any other Services to you until we have received the fees from you. Our fees do not include any fees that your bank, the recipient's bank or other third party may separately charge.
- c) We will charge a Service Fee when you use certain services that we provide. Our Website/App will let you know the amount of service fee when you request for certain services. It is important that you read and agree to these fees before you use our Services. We may make changes to our fees as set out in "Modifications to the Terms and Conditions."
- d) You are responsible for any taxes which may be due by you because of your use of our Services, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

### **14. Sending money**

- a) To send money you will need to provide certain information to us, including, but not limited to, the full name of your recipient, your Beneficiary's bank account details or their Reliable Profile information and the amount and currency that you are sending.
- b) You will need to sign into your Reliable Profile using all relevant passwords, Pin codes and prompts to carry out a transfer transaction. We will view your use of all relevant passwords and prompts as the giving of your consent to us to make a transfer.
- c) Payment order limits: We may place limits on the amount you may send per transfer. Such limits would be communicated to you over the App/Website and may impede us from executing such transfers.

### **15. Processing your transfer**

- a) We will complete your transfer once we have received your funds. For some payment methods such as a debit card, Interac, credit card we may send your transfer as soon as possible.
- b) We will confirm the available exchange rate (if applicable) for your transfer before you place your order for a transfer. Please note that exchange rates change often, and you agree to accept the exchange rate at which you initiate the transfer.

- c) Once we have received your transfer request, we will provide you with a unique transaction number which you can find in your Reliable Profile or profile. You should quote this number when communicating with us about a particular transfer or other transaction.
- d) Delay in transfer. We may delay processing a transfer in certain situations, including if we need to confirm that the transaction has been authorised by you, because of verification checks or due diligence reviews, or if other payments to your Reliable Profile have been reversed (for example, because of a Chargeback or Reversal). We are not responsible for such delays, where we have acted reasonably.
- e) The estimated completion time of your transfer will be provided to you when setting up your transfer.
- f) We will make reasonable efforts to ensure funds arrive at your Beneficiary's account within the timeframe provided. You acknowledge that we do not have any control over the time it may take for the recipient's bank or payment provider to credit and make available funds to the recipient. Moreover, we have no control over vendors that assist us with Cash Pickup and Door-to-Door services.
- g) If we are unable to complete your transfer, we will let you know and, when possible, the reasons for the refusal and an explanation of how to correct any factual errors. However, we are not required to notify you if such notification would be unlawful.
- h) You must ensure the information you provide us is correct. You must make sure that the information you provide when setting up a transfer is accurate. If we have processed your order in accordance with the information you have provided to us it will be considered correctly completed even if you have made a mistake.
- i) What happens if you provide us with incorrect information? If you have provided incorrect information to us, we may, but are not obligated to, assist you in recovering your funds. We cannot guarantee that such efforts will be successful as they rely on the policies and practices of other banks and institutions. In addition, we may not be able to confirm that your recipient's name and account number match, as the names and other information associated with third party accounts may not be known to us. This means that if you provide an incorrect account number, your funds will most likely go to the wrong account.
- j) When you make a transfer, the settlement and payout to the recipient are final and irrevocable unless otherwise provided in this Agreement or pursuant to applicable law.

## **16. Errors, Cancellations and Refunds**

### **a) Error Resolution**

If you experience any issues with our Service(s), please contact us immediately using the contact details provided at the end of this Agreement.

If you believe there has been an error or problem with your money transfer, we encourage you to notify us as soon as possible by emailing [info@epesoremit.com](mailto:info@epesoremit.com).

If you suspect an unauthorized transaction or believe a payment was executed incorrectly—or if there has been a loss, theft, or misappropriation related to the use of the services—you must inform us without undue delay, and no later than 90 days after the transaction date.

When reporting the issue, please include:

- Your name and email address;
- A description of the error or issue and why you believe it occurred;
- The name of the recipient, and their phone number or address (if known);
- The transaction amount;
- The reference number shown on your receipt.

We will investigate and determine whether an error occurred within 90 days of your report. If an error is found, we will correct it promptly and notify you of the outcome within three business days after completing our review. If no error is found, we will provide a written explanation, and you may request copies of the documents used in our investigation.

If your concern involves an unauthorized or incorrectly executed payment, or a loss, theft, or misappropriation, we will assess the claim and, if appropriate, issue a refund as soon as possible—no later than the end of the next business day after we become aware of the issue.

#### b) Cancellation

You may cancel a transfer and receive a full refund, including any service fees, before the funds are delivered to or collected by the recipient or deposited into their account.

To cancel a transfer, contact us at the phone number or email listed above. You will need to provide details that help us identify the transfer, such as the amount sent and the destination.

If the funds have not yet been delivered, picked up, or deposited, we aim to process your refund within three business days of receiving your cancellation request. Note that actual receipt of the refund may take longer depending on the processing times of banks or other involved parties.

#### c) Refunds

You may cancel a transaction at any time before it is completed. A transaction is considered completed once the recipient has claimed the funds through cash pickup, home delivery, or a bank deposit.

Upon receiving your cancellation request, we may contact our service providers to confirm the status of the transaction. If it has not yet been completed, we will issue a refund of full amount of the transaction including the service fee. No refunds will be provided once the transaction has been completed.

#### d) Complaints

Refunds will be issued to the **same payment method** used for the original transaction. Please note that all refunds are processed in **Canadian dollars** and will not be adjusted for any fluctuations in exchange rates between the time the transaction was submitted and the time of refund.

If you have a complaint, we recommend that you first contact **our Customer Assistance department at 416-631-7373**

Please allow us up to 60 days from the date you submit all requested information related to your complaint for us to resolve the issue. If your concern remains unresolved after this period, you may escalate your complaint to the consumer affairs agency in your province.

While we encourage you to reach out to us directly with any questions or concerns about our service, your account, or a specific transaction, you are also entitled to contact your provincial consumer protection authority for additional support.

## **17. Currency Conversion**

- a) As a part of our Services, we allow you convert currency when you send money to a beneficiary.
- b) Exchange rate. When we refer to an exchange rate in this Agreement, it means the exchange rate at the relevant time for the relevant currency pair (for example, CAD to PHP, USD to PHP) that is offered by us, which you are informed about on the App before executing a transaction.

## **18. Reversals and Chargebacks**

- a) Funds added or received to your Reliable Profile may be subject to Reversal or chargeback. Funds deducted from your bank account upon instruction through your Reliable Profile could be Reversed or subject to a chargeback. , which means that you will not get those funds credited to your Reliable Profile. A Reversal or chargeback may occur where the funds added to your Reliable Profile are Reversed by us or Reversed to or subject to a chargeback by the person paying you the money or the payment provider.
- b) When a Reversal or chargeback may happen. You may be liable for and/or have funds reversed or be subject to a chargeback when, without limitation, we have reason to believe:
  - i. us, or any other party, sent the amount received to you in error.
  - ii. The amount received was unauthorised or fraudulently undertaken or induced.
  - iii. The amount received was received for activities that appear to have violated a law, this Agreement, or any other agreement between you and us.
  - iv. The amount received is, for any reason, reversed by the sender or a payment provider.
  - v. Any other error that may result in your Reliable Profile being credited in circumstances where you are not the lawful recipient and/or lawfully entitled to retain the amount received.
- c) If any funds are reversed by the sender or any payment provider and that that results in us being charged Non-Sufficient Funds fees, chargeback fees, or other similar costs, you agree to reimburse us for all such fees.

## **19. Managing your Reliable Profile**

- a) Check your Reliable Profile regularly. You must check your Reliable Profile regularly and carefully and contact our Customer Support team immediately if you don't recognize a transaction or think we have made a payment incorrectly
- b) We are not a currency trading platform. You agree that you will not use your Reliable Profile for seeking profit from currency conversion or foreign exchange trading or other types of speculative trading, or for speculative trading purposes, conversion arbitrage, conversion options or any other

activity that the Company determines is primarily for the purpose of gaining or making gains based on currency conversion rates.

## **20. Enforcement, Suspension, and Termination**

- a) The Company has the right, without provision of notice to:
  - i. Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the Website/App. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone accessing the Website/App or using our Services.
  - ii. Terminate or suspend your access to all or part of the Services if we have reasonable concerns about the security including unauthorized or fraudulent use of your Reliable Profile.
  - iii. Terminate or suspend your access to all or part of the Services for any or no reason, including, without limitation, any violation or suspected violation of these Terms & Conditions.
- b) We will endeavour to give you notice of any termination or suspension or restriction and the reasons for such suspension or restriction as soon as we can, either before the suspension or restriction is put in place, or soon after, unless notifying you would be unlawful or compromise our reasonable security measures.
- c) YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS PARENT, SUBSIDIARIES, AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, AND SUCCESSORS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER THE COMPANY OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

## **21. Closing your Reliable Profile or stopping use of our Services**

- a) You may stop using our Services and/or close your Reliable Profile at any time. This Agreement continues until your Reliable Profile is closed/deleted. You may close your Reliable Profile and/or end your ability to use our Services at any time by following the steps provided by us on our Website/App.
- b) You must not close your user or delete your profile to evade an investigation (either by us or an enforcement agency) or if you have a pending transaction or an open dispute or claim. If you attempt to do this, we may not close your account for a period that in our discretion is reasonably necessary to protect our or a third party's interest.
- c) You agree that you will continue to be responsible for all obligations related to your Reliable Profile and your use of our Services, even after it is closed, or you have stopped using our Services.

You cannot use the Website/App and our Services if this Agreement ends. On termination for any reason all rights granted to you in connection with the Website/App shall cease, you must immediately delete or remove the App from your devices.

## **22. Modifications to the Terms and Conditions**

We reserve the right to amend, update, or modify these Terms and Conditions at any time, at our sole discretion. Such changes may include, but are not limited to, modifications to service fees or charges associated with the use of our Services. Any amendments to these Terms and Conditions will be communicated via our Website and/or App, or as otherwise communicated to you through your registered email address or other contact information provided to us. Any changes will become effective upon posting the revised Terms and Conditions and updating the 'Last Updated' date. We may also require you to expressly accept the updated Terms and Conditions before you are permitted to continue using our Services.

It is your responsibility to review the Terms and Conditions regularly to ensure that you are aware of any changes. Your continued access to or use of our Services after any modifications have been made constitutes your acceptance of the revised Terms and Conditions. If you do not agree to the amended Terms and Conditions, including any changes to service fees, you must discontinue your use of our Services.

### **23. Intellectual Property Rights and Ownership**

- a) You understand and agree that the Website/App and its entire contents, features, and functionality, including, but not limited to, all information, software, code, data text, displays, graphics, photographs, images, video, audio, music, broadcast, design, presentation, website layout, selection, and arrangement, are owned by the Company, its licensors, or other providers of such material and are protected in all forms by intellectual property laws including, without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.
- b) The Company name, the “Reliable Peso Remit” or “Reliable” trademark and all related names, logos, product and service names, designs, images, and slogans are registered or claimed trademarks of Reliable Peso Remit, Inc. Any unauthorized use of these marks is strictly prohibited. You must not use such marks without the prior written permission of the Company. Other names, logos, product and service names, designs, images, and slogans mentioned, or which appear on this Website are the trademarks of their respective owners. Use of any such property, except as expressly authorized, shall constitute an infringement or violation of the rights of the property owner and may be a violation of federal or other laws and could subject the infringer to legal action.
- c) Website/App License: Subject to and conditioned on your compliance with these Terms & Conditions, Company hereby grants you a limited non-exclusive, non-sublicensable, non-transferable, revocable license to access the Website/App and use the Services for the limited purpose of facilitating your personal and non-commercial use of our Services.
- d) You shall not directly or indirectly reproduce, compile for an internal database, distribute, modify, create derivative works of, publicly display, perform, republish, download, store, or transmit any of the material on our Website, in any form or medium whatsoever.
- e) Your Device and browser may temporarily store, or cache copies of materials being accessed and viewed;
- f) For any social media platforms that may be linked to certain content on our Website, you may take such actions as our Website and such third-party social media platforms permit.

- g) You are not permitted to modify copies of any materials from the Website/App nor delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from the Website/App. You must not access or use for any commercial purposes any part of the Services.
- h) If you print off, copy, or download any part of our Website/App in breach of these Terms & Conditions, your right to use our Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. You have no right, title, or interest in or to the Website/App or to any content on the Website/App, and all rights not expressly granted are reserved by the Company. Any use of the Website/App not expressly permitted by these Terms & Conditions is a breach of these Terms and Conditions and may infringe or violate copyright, trademark, and other intellectual property or other proprietary laws.

## **24. Privacy**

By submitting your personal information and using our App/Website, you consent to the collection, use, reproduction, hosting, transmission, and disclosure of any such information in compliance with our Privacy Policy, as we deem necessary for use of the App/Website and provision of our Services.

Notwithstanding any request by you to delete your Reliable Profile or personal information, we are required by applicable law, including regulations issued by the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC), to retain certain information relating to senders, beneficiaries, and transactions for a minimum period of five (5) years from the date of the transaction. This obligation applies even if your Reliable Profile is closed or deleted. We will retain such information solely as required by law and in accordance with our Privacy Policy.

By using this App/Website, you are consenting to the use of cookies which allow a server to recall previous requests or registration and/or IP addresses to analyze use patterns. You can set your browser to notify you before you receive a cookie, giving you the chance to decide whether to accept it. You can also set your browser to turn off cookies. If you do, however, some areas of the App/Website may not function adequately.

## **25. Third-Party Websites**

For your convenience, our App/Website may provide links or pointers to third-party sites. We make no representations about any other websites that may be accessed from our App/Website. If you choose to access any such sites, you do so at your own risk. We have no control over the contents of any such third-party sites and accept no responsibility for such sites or for any loss or damage that may arise from your use of them. You are subject to any terms and conditions of such third-party sites.

Such links to third-party sites from the Website may include links to certain social media features that enable you to link or transmit on your own or using certain third-party websites, certain content from this Website. You may only use these features when they are provided by us and solely with respect to the content identified.

You may not link to our homepage or download link of our Website/App, in a way that is unfair, obscene or illegal and damages our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none



exists. Our App/Website must not be framed on any other site, nor may you create a link to any part of our App/Website other than the homepage. We reserve the right to withdraw linking permission without notice. The website in which you are linking must comply in all respects with this Agreement. You agree to cooperate with us in causing any unauthorized framing or linking to immediately stop.

## **26. Reservation of Rights**

We reserve, at our sole discretion, the right to:

- a) Refuse to register any applicant/potential user on the App/Website,
- b) We may disclose certain personal information of yours to third parties in accordance with our Privacy Policy.
- c) We may at any time without prior notice terminate your use of the application and block your Profile if we believe you are in breach of this Agreement or that you are otherwise acting illegally.
- d) We reserve the right, at our sole discretion, to offer and advertise from time-to-time promotions, bonuses or other special offers and each such offer may be subject to specific terms and conditions which will be valid for a limited period of time.
- e) We reserve the right to transfer, assign, and sublicense or pledge this Agreement, in whole or in part, to any person (natural or artificial) without notice and you will be deemed to consent to such assignment.

## **27. Disclaimer of Warranties**

You understand and agree that your use of the app/website, its contents and our services or items found or attained through the website/app is at your own risk. The app/website, its content, and services or items found or attained through the app/website are provided on an "as is" and "as available" basis, without any warranties or conditions of any kind, either express or implied including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. The foregoing does not affect any warranties that cannot be excluded or limited under applicable law.

Neither the company nor its parent, subsidiaries, affiliates, or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors make any warranty, representation, or endorsement with respect to the completeness, security, reliability, suitability, accuracy, currency, or availability of the website or its contents. Without limiting the foregoing, neither the company nor its parent, subsidiaries, affiliates or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors represent or warrant that the website, its content, or any services or items found or attained through the website will be accurate, reliable, error-free, or uninterrupted, that defects will be corrected, that our app/website or the server that makes it available are free of viruses or other harmful components.

We cannot and do not guarantee or warrant that files or data available for downloading from the internet or the app/website will be free of viruses or other destructive code. You are solely and entirely responsible for your use of our services and your device, internet, and data security. To the fullest extent provided by law, we will not be liable for any loss or damage caused by denial-of-service attack, distributed denial-of-service attack, overloading, flooding, mailbombing, or crashing, viruses, trojan horses, worms, logic bombs, or other technologically harmful material that may infect your device, computer programs, data, or other proprietary material due to your use of the website or any services or items found or attained through the website or to your downloading of any material posted on it, or on any website linked to it.

## **28. Availability of Services.**

We will try to make sure our services are available to you when you need them. However, we do not guarantee that our services will always be available or be uninterrupted. We may suspend, withdraw, discontinue, or change all or any part of our service without notice. We will not be liable to you if for any reason our services are unavailable at any time or for any period.

## **29. Limitation of Liability**

- a) Except where such exclusions are prohibited by law, under no circumstance will the company nor its parent, subsidiaries, affiliates or their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, or successors be liable for negligence, gross negligence, negligent misrepresentation, fundamental breach, damages of any kind, under any legal theory, including any direct, indirect, special, incidental, consequential, or punitive damages, including, but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort, breach of contract, breach of privacy, or otherwise, even if the party was allegedly advised or had reason to know, arising out of or in connection with your use, or inability to use, or reliance on, the website, any linked websites or such other third-party websites, nor any website content, materials, posting, or information thereon.
- b) To the extent permissible by law, if you use our services for any commercial or business purpose we will have no liability to you for any loss of profit, loss of business, business interruption, loss of business opportunity or similar.
- c) We will not be liable for any loss or damage caused by a virus, or other technological issues or attacks or harmful material that may infect your computer equipment, computer programmes, data or other proprietary material related to your use of our services.
- d) In case of an unauthorised payment, we shall at your request refund the payment amount including all fees deducted by us. We may require proof that such payments were unauthorised. This shall not apply where we believe:
  - i. You have acted fraudulently.
  - ii. The payment transaction was unauthorised, but you have with intent or gross negligence compromised the security of your Reliable Profile or failed to comply with your obligations to use your Reliable Profile in the manner set out in this Agreement. In such a case you shall be solely liable for all losses; or

- iii. You don't let us know about the unauthorised or incorrectly completed transaction within 6 months of the date of the payment transaction.
- e) You are responsible for checking your Reliable Profile or profile regularly. We rely on you to regularly check the transactions history of your Reliable Profile or profile and to contact our Customer Support immediately in case you have any questions or concerns.
- f) You are solely responsible for losses arising from your gross negligence or fraud. We also will not be liable for the following instances:
  - i. If through no fault of ours, you do not have enough funds available in your Bank Profile or other mode of payment for your transfer or payment.
  - ii. If an electronic terminal where you are making a transaction does not operate properly.
  - iii. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use.
  - iv. If the requested transaction is unauthorised as defined in this section of this Agreement.
  - v. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken.
  - vi. Any other exception stated in this Agreement.
- g) We are not liable for things which are outside of our control. We (and our affiliates) cannot be liable for our inability to deliver or delay because of things which are outside our control.
- h) In the event of loss, claims, costs, or expenses (including reasonable legal fees) arising out of your breach of this Agreement, any applicable law or regulation and/or your use of our Services, you agree to defend, compensate us and our affiliates and hold us harmless. This provision will continue after our relationship ends.
- i) If you have a dispute with any user and/or Agent you release the Company and its representatives from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

### **30. Indemnification**

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless the Company, its parent, subsidiaries, affiliates, and their respective directors, officers, employees, agents, service providers, contractors, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of this Agreement or your violation of applicable laws.

### **31. Termination.**

You may terminate this agreement at any time by deleting your Reliable Profile and discontinuing your use of the services. We may terminate your access and use of any services or your Reliable Profile if we determine that you have violated these Terms & Conditions or that there has been otherwise unlawful, improper, or fraudulent use of services associated with your Reliable Profile. In all such cases,

the Termination will terminate all rights accruing to you including your license to use our Services. When practical, we will notify you of the termination. Termination of this agreement shall have no effect on any payment obligation accrued prior to the effective date of termination. Lastly, we may terminate these Terms or stop providing the Website or any services at any time in our sole discretion.

### **32. Survival**

All provisions of this Agreement which must survive termination of this agreement to fulfill their purpose will survive termination of this Agreement or the cancellation or deletion of your account.

### **33. Governing Law and Choice of Forum**

The provision of our Services and these Terms & Conditions will be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule and notwithstanding your domicile, residence, or physical location.

Any action or proceeding between you and us or arising out of or relating to our Services and under these Terms & Conditions or otherwise will be instituted in the courts of the Province of Ontario, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts. Notwithstanding the foregoing, we reserve the right to commence or defend any legal proceeding in the courts of any jurisdiction of our choosing. The English language version of these Terms & Conditions will prevail over any other language version.

### **34. Waiver**

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms and Conditions operates, or may be construed, as a waiver thereof; and no single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

### **35. Severability**

If any term or provision of these Terms and Conditions is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms and Conditions or invalidate or render unenforceable such term or provision in any other jurisdiction.

### **36. Entire Agreement**

The Terms and Conditions constitute the sole and entire agreement between you and the Company regarding the App/Website and our Services and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

### **37. Force Majeure.**

In no event will the Company be liable or responsible to you, or be deemed to have defaulted under or breached these Terms, for any failure or delay in fulfilling or performing any term of these Terms, when and to the extent that such failure or delay is caused by any circumstances beyond the Company's reasonable control, including acts of God, flood, fire, earthquake, tsunami, explosion, pandemic, epidemic, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of these Terms, national or regional emergency, strikes, labour stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation.

### **38. Reporting and Contact**

This website is operated by Reliable Peso Remit, Inc.

Should you become aware of misuse of our Services including fraudulent, libelous or defamatory conduct, you must report it to the Company at [support@epesoremit.com](mailto:support@epesoremit.com) or by calling us at 416-631-7373

All other feedback, comments, requests for technical support, and other communications relating to the Services should be directed to [info@epesoremit.com](mailto:info@epesoremit.com).

