

# Wells Fargo ExpressSend® Service

## Terms and Conditions - Effective December 11, 2020

### Service Description

You can use the Wells Fargo ExpressSend service (the "Service") to send money to friends and family in select countries outside the United States from your eligible Wells Fargo consumer checking or savings account. These transfers are called "Remittances," and the person you designate to receive the funds is the "Beneficiary." Your Beneficiary can receive your Remittances at one of our Remittance Network Members (RNMs) listed by country in Table 1 below. Depending on the delivery methods available at the Remittance Network Member, you can send funds for credit to the Beneficiary's account or for cash pick-up by the Beneficiary.

**Table 1 - Remittance Network Members, Delivery Methods and Daily Transfer Limit:**

Country	Remittance Network Member	Remittance Currency	Available Delivery Methods	Daily Transfer Limit (US \$)
Mexico	BBVA	Mexican pesos	Credit to account	\$1,500
			Cash pick-up	\$650
	Banorte	Mexican pesos	Credit to account or cash pick-up	\$1,500
	Banco Santander	Mexican pesos	Credit to account	\$1,500
			Cash pick-up	\$500
	Bansefi <sup>1</sup>	Mexican pesos	Cash pick-up	\$1,500
	Soriana	Mexican pesos	Cash pick-up	\$1,000
	Telecomm Telégrafos	Mexican pesos	Cash pick-up	\$1,500
	Farmacias Guadalajara	Mexican pesos	Cash pick-up	\$500
	Bodega Aurrera <sup>2</sup>	Mexican pesos	Cash pick-up	\$500
	Walmart	Mexican pesos	Cash pick-up	\$500
	Suburbia	Mexican pesos	Cash pick-up	\$500
	Superama	Mexican pesos	Cash pick-up	\$500
Dominican Republic	Banco BHD León	Dominican pesos	Cash pick-up	\$1,500
	Banreservas	Dominican pesos	Cash pick-up	\$1,500
El Salvador	Banco Agrícola	U.S. dollars	Credit to account or cash pick-up (Branch)	\$1,500
			Cash pick-up (Correspondent Agent)	\$571
	Banco Davivienda Salvadoreño	U.S. dollars	Credit to account or cash pick-up	\$1,500
	Sistema Fedecredito	U.S. dollars	Credit to account or cash pick-up	\$1,500
	Banco Cuscatlán	U.S. dollars	Credit to account or cash pick-up	\$1,500 or 3 transactions <sup>3</sup>
	Remesas BAC Credomatic	U.S. dollars	Credit to account or cash pick-up	\$1,500
	Despensa Don Juan	U.S. dollars	Cash pick-up	\$1,000 or 3 transactions <sup>3</sup>
	Despensa Familiar	U.S. dollars	Cash pick-up	\$1,000 or 3 transactions <sup>3</sup>
	WALMART	U.S. dollars	Cash pick-up	\$1,000 or 3 transactions <sup>3</sup>
	Maxi Despensa	U.S. dollars	Cash pick-up	\$1,000 or 3 transactions <sup>3</sup>
Guatemala	Banrural	Guatemalan quetzals	Credit to account or cash pick-up	\$1,500
	Banco Industrial, S.A.	Guatemalan quetzals	Credit to account or cash pick-up	\$1,500
	G&T Continental	Guatemalan quetzals	Credit to account or cash pick-up	\$1,500
Honduras	Banco Ficohsa	Honduran lempiras	Credit to account or cash pick-up (Branch)	\$1,500
			Cash pick-up (TENGO Location)	\$500
	Banco Atlántida	Honduran lempiras	Credit to account or cash pick-up	\$1,500
Nicaragua	Banpro	U.S. dollars	Credit to account or cash pick-up	\$1,500
	Banco LAFISE BANCENTRO	U.S. dollars	Credit to account or cash pick-up	\$1,500
Colombia	BBVA	Colombian pesos	Credit to account <sup>4</sup>	\$1,500
			Cash pick-up	\$500
	Bancolombia	Colombian pesos	Credit to account or cash pick-up <sup>4,5</sup>	\$1,500
	Banco Davivienda	Colombian pesos	Credit to account or cash pick-up <sup>4,5</sup>	\$1,500 or 5 transactions <sup>6</sup>
	Grupo Éxito (Éxito, Carulla) <sup>7</sup>	Colombian pesos	Cash pick-up <sup>5</sup>	\$1,000 or 5 transactions <sup>6</sup>
Ecuador	Banco Guayaquil	U.S. dollars	Credit to account or cash pick-up	\$1,000
	SERVIPAGOS (VIA PRODUBANCO)	U.S. dollars	Cash pick-up	\$1,000
	BANCO BOLIVARIANO	U.S. dollars	Credit to account or cash pick-up	\$1,000
Peru	BBVA	U.S. dollars	Cash pick-up	\$500
	Banco de Crédito del Perú	U.S. dollars	Credit to account or cash pick-up	\$1,000
	Interbank	U.S. dollars	Credit to account or cash pick-up	\$1,000
China	Agricultural Bank of China	U.S. dollars	Credit to account <sup>8</sup>	\$1,500
India	ICICI Bank	Indian rupees	Credit to account	\$5,000
	HDFC Bank	Indian rupees	Credit to account	\$5,000
	Axis Bank	Indian rupees	Credit to account	\$5,000
Philippines	Bank of the Philippine Islands	Philippine pesos	Credit to account or cash pick-up	\$3,000
	BDO Unibank	Philippine pesos	Credit to account or cash pick-up	\$3,000
	Metrobank	Philippine pesos	Credit to account or cash pick-up	\$3,000
	Philippine National Bank (PNB)	Philippine pesos	Credit to account or cash pick-up	\$3,000
	M Lhuillier	Philippine pesos	Cash pick-up	\$1,000
	Cebuana Lhuillier	Philippine pesos	Cash pick-up	\$1,000
Vietnam	Vietinbank	U.S. dollars	Credit to account or cash pick-up	\$5,000
	Vietcombank	U.S. dollars	Credit to account or cash pick-up	\$5,000

*Please note: The Remittance Network Members are not affiliates of any Wells Fargo company, and no Wells Fargo company guarantees deposits or funds maintained at any of these institutions; nor is any Wells Fargo company responsible for the actions or inaction of these institutions. Once funds are transferred they are NOT FDIC insured.*

<sup>1</sup> Remittances picked up at a correspondent agent of Bansefi (L@Red de la Gente credit unions) are subject to the terms and limits of the respective credit union.

<sup>2</sup> This service is not available at Bodega Aurrera Express locations.

<sup>3</sup> Remittances sent to your Beneficiary at Banco Cuscatlán, WALMART, Despensa Don Juan, Despensa Familiar, and Maxi Despensa, from all remittance providers, will be aggregated for purposes of determining whether the amount or transaction limits have been reached. When your Beneficiary attempts to pick up a remittance at any of these locations, the aggregate amount and number of transactions picked up will count toward these amount or transaction limits. Each RNM will reject any transaction that exceeds the amount or transaction limit. Maximum of \$9,999 USD per calendar month, 3 transactions per day and 12 transactions per calendar month.

<sup>4</sup> Customers sending money for credit to an account in Colombia must ensure their Beneficiary has activated Automatic Credits ("Abono Automático") with their bank prior to adding the "credit to account" receiving method to their ExpressSend service agreement. For Beneficiaries who are already enrolled in Automatic Credits ("Abono Automático") at Bancolombia, any Cash Pick-up Remittances received may be automatically deposited into the Beneficiary's enrolled account.

<sup>5</sup> The Bancolombia and Banco Davivienda branches as well as Grupo Éxito stores in the city of Cúcuta are not paying out cash remittances until further notice. Bancolombia branches in the cities of Ipiales and Buenaventura are not paying out cash remittances until further notice.

<sup>6</sup> Remittances sent to your Beneficiary at both Banco Davivienda and Grupo Éxito, from all remittance providers, will be aggregated for purposes of determining whether the amount or transaction limits have been reached. When your Beneficiary attempts to pick up or receive a remittance at either institution, the aggregate amount and number of transactions picked up or received on that day from both institutions will count toward these amount or transaction limits. Each RNM will hold any transaction that would exceed the amount or transaction limit.

<sup>7</sup> Almacenes ÉXITO S.A., Correspondent Agent for Banco Davivienda, S.A., foreign exchange market intermediary. Not applicable for Éxito Express nor for Exito.com. ÉXITO is a registered trademark of Almacenes Éxito S.A. This service is not available at Surtimax locations. Service available at participating Carulla stores. Your beneficiary can contact Carulla at 018000110007.

<sup>8</sup> Remittances to China require that your Beneficiary have a U.S. dollar account at Agricultural Bank of China.

### **Setting up the Service**

You must complete a Wells Fargo ExpressSend Service Agreement ("Service Agreement") for each Beneficiary to whom you wish to send money. You may only have one Service Agreement for each Beneficiary per country. The Service Agreement must include a physical address for the beneficiary in the country to which you are sending the funds. You may have up to four open Service Agreements at any time, with the exception of Service Agreements naming a Beneficiary in China, which are subject to a limit of two open service agreements at any time.

ExpressSend is intended for consumer use and is not to be used for commercial or business payments. The funding source for ExpressSend transfers must be an eligible Wells Fargo consumer checking or savings account (not all checking and savings accounts are eligible). By using ExpressSend, you represent that the Remittances are not being sent for commercial or business purposes or on behalf of third parties. Minors (persons who have not reached the age of majority) may not enroll in the Service. You agree to provide documentation supporting the source of funds remitted using the Service upon our request.

When completing a Service Agreement, you must provide the name, address, and telephone number of your Beneficiary, and you must select the Remittance Network Member(s) to which your funds may be sent. The full physical address of your Beneficiary must be provided, and it must be located in the country to which your Remittance is to be sent. Post Office Box addresses are not allowed. The telephone number you provide for your Beneficiary must be a number in the country to which your Remittance is to be sent or a U.S. telephone number. You must also indicate whether the number is a mobile or land line. We will be unable to establish your Service Agreement if you do not provide this information. **For all Remittances, it is your responsibility to provide the correct information for your Beneficiary, the Remittance Network Member, and, where applicable, the Beneficiary's account to be credited.**

The first Remittance you send under each Service Agreement must be completed in person at a Wells Fargo branch. Customers with an existing checking or savings account may be able to complete their first Remittance by calling Wells Fargo Phone Bank, subject to caller authentication requirements and additional fraud prevention controls. Additional Remittances may be completed:

- At a Wells Fargo branch
- By calling Wells Fargo Phone Bank, or
- Through Wells Fargo Online® at **wellsfargo.com**

All Remittances are subject to applicable federal, state and local laws and regulations of the United States and the destination country, as well as Wells Fargo's policies and the transfer limits described below.

You must be the sole owner, a primary or secondary joint owner or have power of attorney on the funding account to use ExpressSend. If you are using a joint account to send Remittances, you should be aware that the Service Agreement is established on an individual basis in your name only. If the other joint owners wish to send Remittances using the joint account, each joint owner must complete a Service Agreement.

### **Credit to Account Remittances:**

If Remittances are to be credited to an account ("Credit to Account Remittance"), you must provide the Beneficiary's qualifying account number. The Beneficiary name you provide must be exactly as it appears on the account records at the Remittance Network Member. You must also ensure that the account you designate can accept transfers denominated in the **Remittance Currency** listed in Table 1 of this document for the applicable Remittance Network Member. After providing this information, you should allow up to five (5) Business Days for the Beneficiary account details to be established before you make a Remittance to be credited to an account.

**FOR REMITTANCE TRANSFERS TO BE CREDITED TO YOUR BENEFICIARY'S ACCOUNT, YOU MUST PROVIDE THE CORRECT BENEFICIARY ACCOUNT NUMBER. YOU COULD LOSE THE ENTIRE TRANSFER AMOUNT IF THIS NUMBER IS INCORRECT.**

### **Cash Pick-up Remittances:**

If Remittances are to be sent for cash pick-up ("Cash Pick-up Remittance"), the Beneficiary name you provide must match **exactly** the name appearing on the government issued identification document(s) the Beneficiary will present when collecting the funds. **Note:** Not all RNMs accept foreign passports, including the U.S. passport, as a valid form of identification for a Beneficiary to collect Cash Pick-up Remittances. For information on an RNM's accepted types of identification for Cash Pick-up Remittances, you may call us at 1-800-556-0605. You may send Cash Pick-up Remittances as soon as your Service Agreement is established.

## Receiving Remittances

To retrieve a Cash Pick-up Remittance, your Beneficiary must present the Beneficiary Cash Pick-up Confirmation Number we provide to you, acceptable identification with name matching **exactly** what you provided when enrolling in the ExpressSend service, and any other information or authentication required by the Remittance Network Member (some RNMs may require your Beneficiary to submit to a fingerprint scan or photograph to collect funds) during their normal business hours. For Remittances sent to your Beneficiary for cash pick-up, the availability of funds at an RNM payout location may be delayed based on unanticipated conditions such as natural disasters, civil disturbances, system issues, currency availability, local regulatory requirements or required receiver action(s). Location-specific security concerns may also prompt payout branches of bank RNMs to suggest alternatives (such as opening an account) to carrying large amounts of cash out of the branch. Please contact us as soon as possible, if your Beneficiary experiences any issues with the cash pick-up. For Credit to Account Remittances, your Beneficiary must open and maintain a qualifying deposit account with the Remittance Network Member bank. This account is subject to the terms and fees applicable to the account as determined by the Remittance Network Member bank.

Some countries restrict or limit minors from performing certain financial transactions. It is your responsibility to ensure the Beneficiary can receive funds sent to the designated Remittance Network Member.

## Remittance Transfer Limits

There is a minimum amount for each Remittance which is subject to change at any time. For current minimum transfer limits, call us at 1-800-556-0605 or check our website at [wellsfargo.com/limits](https://wellsfargo.com/limits).

You may not make Remittances that exceed any of the following limits:

(a) **Daily Limit Per Agreement** - The maximum aggregate daily limit for amounts which you may transfer to each Beneficiary under a Service Agreement is listed in Table 1.

(b) **Service Option Limits** - Subject to any lower limits set forth in (a) above, the maximum aggregate daily limit for amounts which you may transfer is \$5,000 per day.

(c) **Cumulative Limit** - Subject to the limits set forth in (a) and (b) above, and the limits noted in (d) below, the maximum aggregate combined amount that you can send during any rolling 30-day period using the Service is \$12,500.

(d) **Remittance Network Member Limits** - Some Remittance Network Members have additional limits on the amount any one sender can remit or any one Beneficiary can receive from any remittance provider or combination of remittance providers during a specified time frame. These limits can be viewed on our website at [wellsfargo.com/limits](https://wellsfargo.com/limits). You may call us at 1-800-556-0605 if you have questions about the limits. We are not responsible if your Remittance is rejected because of a Remittance Network Member's limits.

We may change our limits from time to time without prior notice based on security, compliance, RNM requirements, or fraud concerns. Please note that Remittance Network Members may also change limits without prior notice. For limits currently in effect, refer to our web site at [wellsfargo.com/limits](https://wellsfargo.com/limits).

## Changes to your Service Agreement

You can update or change your Service Agreement in person at a branch or by calling ExpressSend customer service at 1-800-556-0605. If you make changes at the branch, you will be required to sign a new/updated Service Agreement. If you establish a Service Agreement by calling ExpressSend customer service or make changes to a Service Agreement by calling ExpressSend customer service, you are required to use the Security Procedures described in Section 2 below. We will be unable to update or change your Service Agreement if you do not provide the required Beneficiary information.

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## Terms of Use

### 1. Introduction

These Terms and Conditions, including the Service Description and Terms of Use, along with each Service Agreement and the account agreement for the account you use to send Remittances ("Account"), govern your use of the Wells Fargo ExpressSend Service. In the Terms and Conditions, "you" and "your" refer to the person using the Service, and Wells Fargo Bank, N.A., is "Wells Fargo," "we," or "our." By using the Service, you agree to these Terms and Conditions.

### 2. Security Procedures

When you come into our branches to complete or request information regarding a Remittance, we will verify your identity. When you call, if you have an assigned PIN (for ATM card, debit card, or PIN issued only for authentication purposes), and you are using the automated phone bank system, we will use your PIN to confirm your identity. If you do not have a PIN or if you do not use the automated phone bank system, we will use other information on file to verify your identity when you call. If you want to complete a Remittance during a Wells Fargo Online session, we will verify your identity using the security procedures described in the "Online Access Agreement governing the use of the Wells Fargo Online Service." We may act on any Remittance request after we verify your identity in accordance with these procedures.

### 3. Authorization

By directing us to send a Remittance, you authorize us to: (1) debit your Account for the amount of the Remittance and any transfer fees and taxes; and (2) act as your agent when completing or researching your Remittances.

### 4. Reliance on Information Provided

For Credit to Account Remittances, we and other banks rely on the Beneficiary's account number you provide. If your Service Agreement contains an inconsistent Beneficiary account number and name, we will rely on the account number. **This means you could lose the entire transfer amount if you provide an incorrect Beneficiary account number.** You must ensure the Beneficiary's account can accept transfers denominated in the Remittance currency listed in Table 1 of this document for the applicable Remittance Network Member.

### 5. Limitation of Liability

For Remittances, we are liable only for damages required to be paid as required by Subpart B of Regulation E, and under Article 4A of the Uniform Commercial Code. We will not be liable for any indirect, incidental, consequential, punitive or special damages for any reason whatsoever, even if you tell us about the possibility of such damages. Except as required by Subpart B of Regulation E, we will not be responsible for the acts or omissions of any other person or entity, and no other person or entity will be considered our agent.

## **6. Delays or Delivery Failures**

We will handle your Remittance requests as quickly as possible. We are not responsible if any Remittance is delayed or not delivered due to circumstances beyond our control, including, but not limited to, any natural disaster, war, civil unrest, legal constraint, or governmental action or inaction.

## **7. Fees**

**ExpressSend transfer fees vary periodically, and are subject to change at any time.** For the ExpressSend transfer fees in effect, talk to a Banker or refer to the ExpressSend Remittance Cost Estimator online at [wellsfargo.com/costestimator](https://wellsfargo.com/costestimator).

In addition to the transfer fee, we make money if we convert U.S. dollars to a foreign currency. For information on foreign currency conversion, see Section 10 below.

## **8. Available Balances**

Subject to the Transfer Limits described above, you may only send Remittances using funds available in your Account. Your available balance will be determined in accordance with our Funds Availability Policy as described in your account agreement. You will not be allowed to send a Remittance if your available balance is less than the amount of your transfer and any associated fees and taxes.

## **9. Rejection of Remittance Requests**

We reserve the right to reject your Remittance requests for any reason. For example, we may reject any Remittance requests that exceed your available balance or the Transfer Limits described above, or if we are otherwise unable to complete your Remittance.

## **10. Funds Conversion to Remittance Currency**

If you are sending a Remittance in a foreign currency, we will convert your funds to the foreign currency at our current exchange rate before sending the Remittance to your Beneficiary.

Wells Fargo makes money when it converts one currency to another currency for you. The exchange rate provided to you is set by Wells Fargo in its sole discretion, and it includes a markup over Wells Fargo's cost of sourcing the relevant currency or currencies. The markup may be based on many factors, including without limitation costs incurred, market risks, and our desired return. The exchange rate Wells Fargo provides to you may be different from exchange rates you see elsewhere. Also, different customers may receive different exchange rates for transactions that are the same or similar. Wells Fargo reserves the right to refuse to process any request for a foreign exchange transaction.

The estimated foreign exchange revenue earned by Global Remittance Services will be included on the Wells Fargo ExpressSend® *Remittance Transfer Record* provided for each Remittance. For an estimate of the cost of an ExpressSend Remittance and the current foreign exchange rate, refer to the online ExpressSend Remittance Cost Estimator at [wellsfargo.com/costestimator](https://wellsfargo.com/costestimator).

## **11. Canceling or Amending a Remittance**

You have the right to cancel a Remittance within 30 minutes of completing it. If you do not contact us within 30 minutes of completing the Remittance, you may not be able to cancel it. If you cancel your Remittance within 30 minutes, we will refund all funds paid to us, including all fees and taxes, unless the Remittance has already been picked up or deposited into your Beneficiary's account. We will provide your refund by crediting your account within three business days after you cancel the Remittance.

The quickest and most efficient way to request a cancellation is by calling ExpressSend customer service at 1-800-556-0605, or logging on to your Wells Fargo Online secure session at [wellsfargo.com](https://wellsfargo.com). When you call us, you must provide enough information so we can identify the Remittance you wish to cancel. Generally, we need to know the amount of the transfer, where the funds were sent, and other information to identify and authenticate you. You may also sign on to Wells Fargo Online to cancel a Remittance. After you sign on, proceed to the "Transfer and Pay" option and select "Send to Another Country". Then, select the "History" link for the Service Agreement used to make the transfer and select the Remittance you wish to cancel.

If you want to amend or cancel a Remittance more than 30 minutes after you send it, we will try to amend or cancel it for you. We are not responsible if we are unable to cancel or amend your Remittance. If we are able to cancel your Remittance, we will refund to your Account all amounts you paid to us, including all fees and taxes.

Any Cash Pick-up Remittance not picked up by your Beneficiary within 30 days (15 days for Remittances to Bancolombia, Banco Davivienda or Grupo Éxito) may be cancelled without notice. The unclaimed funds, including any fees and taxes paid to us, will be credited back to your Account. If your Account has been closed, we will send a check to the address we have on file for you.

## **12. Remittance Errors and Error Resolution**

You should examine your account statements and the disclosures we provide to you in connection with any Remittance to determine whether there are any errors. If you identify an error, you must notify us as soon as possible and not later than 180 days after we promised the funds would be available to the Beneficiary. If you do not notify us during these 180 days, we are not responsible for the error or any loss of interest related to your Remittance.

If you identify an error, you should call us at 1-800-556-0605 or write to us at the address listed in Section 14. When you contact us, please provide the following information:

1. Your name, address, and the telephone number where we can reach you during Pacific daytime hours;
2. The date, amount, and Wells Fargo ExpressSend reference number for your Remittance;
3. The Beneficiary's name and the Beneficiary's telephone number;
4. The name of the Remittance Network Member where the Remittance was sent; and
5. A description of the error or problem with your remittance, and why you believe it is an error or problem.

We will review your claim and determine whether an error occurred within 90 days after you contact us. If we determine an error occurred, we will correct it promptly and contact you with a resolution within three business days after completing our investigation. If we determine there was no error, we will send you a written explanation, and you will have a right to ask for copies of any documents we relied on to reach our determination.

## **13. Unauthorized Transactions**

**Fraudulent or unauthorized transactions are not considered errors.** If you did not authorize a Remittance sent from your account, you must notify us within 60 days after we make the account statement reflecting the unauthorized Remittance available to you. If you fail to notify us within this 60 day period, we will not be responsible for the unauthorized Remittance.

#### **14. Customer Service Inquiries**

If you have questions about the ExpressSend service, please call us at 1-800-556-0605 or write to us at:

Wells Fargo Global Remittance Services  
ATTN: ExpressSend customer service  
P.O. Box 4112  
Concord, CA 94524

You must contact us directly with any questions about a Remittance sent from your account. We are unable to respond to questions that are submitted by your Beneficiary.

#### **15. Arbitration**

***Under the dispute resolution program in your account agreement, you agree our disputes may be decided before one or more neutral persons in an arbitration proceeding and not by a judge or jury trial.***

#### **16. Information Gathering and Disclosure**

To complete your Remittances, we collect information when you establish or amend a Service Agreement and when you request a Remittance. We will not disclose any nonpublic personal or financial information related to the Service or any Remittance you send to third parties, except (a) as necessary to complete a Remittance; (b) as permitted or required by law; or (c) in accordance with the Wells Fargo Privacy Policy.

#### **17. Other Agreements**

These Terms and Conditions do not affect the account agreement for your Account, or any other agreement you may have with Wells Fargo. You should review the account agreement for your Account for any fees or limitations that may apply when you send a Remittance.

If there is a conflict between these Terms and Conditions and any other agreement you have with us, these Terms and Conditions control with respect to your use of the ExpressSend service.

#### **18. Waivers**

We may agree in writing to waive part of these Terms and Conditions. This action is known as a "waiver." If we waive a right with respect to your Account or the ExpressSend service on one or more occasions it does not mean we waive the same right on any other occasion.

#### **19. Assignment**

You may not assign any of your rights or responsibilities under the Terms and Conditions to any other party.

#### **20. Severability**

If any part of these Terms and Conditions is declared invalid, then that part will be considered modified and applied in a manner consistent with the applicable law. The remaining terms are not affected.

#### **21. Contract Language**

We may translate our forms, disclosures and advertisements into another language for your convenience. If there is a discrepancy between our English language materials and the materials in another language, the English language version controls unless (i) we otherwise agree with you in writing; or (ii) the laws governing the Service specifically provide for a different result.

#### **22. Governing Law**

These Terms and Conditions will be governed by California law.

#### **23. Consent to Agreement, and Changes to the Terms and Conditions**

By signing the Service Agreement or using the Service, you agree to the ExpressSend Terms and Conditions, and the Service Agreement. We may make changes to the Terms and Conditions at any time. When you continue to use the Service after a change becomes effective, you consent to the changes. The current Terms and Conditions can be requested online at [wellsfargo.com/sendersrights](https://wellsfargo.com/sendersrights) or by calling us at 1-800-556-0605.

#### **24. Termination**

You or Wells Fargo may terminate your use of the ExpressSend service at any time without notice. For example, we may terminate your access to the Service if your Account is closed or restricted, or if we determine you are using the Service for commercial or business payments. If you don't use the Service Agreement for 14 months (425 calendar days), the Service will automatically terminate. If, however, you have sent at least one Remittance but discontinue using the Service, the Service Agreement will terminate after 26 months (790 calendar days) of inactivity.

Any Remittance we have already processed before the termination date will be completed, and termination will not affect your rights or responsibilities with respect to Remittances we have processed for you. You are responsible for any Remittances initiated by you prior to termination.