

# Customer Agreement

This Customer Agreement sets forth the terms and conditions for the use of the Brasil Remittance services (hereinafter referred to as the “**Services**”) provided by Brasil Remittance (hereinafter referred to as the “**Brasil Remittance**”, “**we**,” “**us**,” and “**our**”).

By opening, registering, or using a Brasil Remittance Account, or by otherwise using the Services, Customers (hereinafter referred to as “**you**” and “**your**”) agree to be bound by this Customer Agreement and consent to receive communications related to the Services or your Brasil Remittance account in electronic format. Customers are asked to carefully read the terms and conditions set forth in this Customer Agreement when registering to use the Services. Brasil Remittance recommends that you print out a copy of this Customer Agreement to retain as a reference. Please note that if you do not accept this Customer Agreement, you will not be able to use the Services. You also agree, by using the Services and accepting this Customer Agreement, to comply with and accept our [Privacy Policy](#), which sets forth the terms on which we handle any personal data we collect about you, or that you provide to us. By using our Services, you consent to such processing and you confirm that all data provided by you is accurate.

Please read carefully all of the terms of these policies and each of the other agreements that apply to you. Your use of certain of the Services may be subject to additional terms and conditions, as communicated by us to you through the Service, and such additional terms and conditions are incorporated into this User Agreement. This Customer Agreement contains several sections, and you should read all of them carefully. The headings are for reference only. Some capitalized terms have specific definitions that are defined in the Customer Agreement.

## 1. Brasil Remittance and its Affiliate

Brasil Remittance is registered in Canada with the Financial Transactions Reports Analysis Centre of Canada (“**FINTRAC**”), registration number M08715440. Brasil Remittance is registered as a money service business and is able to provide foreign exchange dealings and money transfer services to customers in all of Canada.

## 2. Eligibility

To be eligible for our Services, you must be at least 18 years old, or the age of majority in your province or territory of residence. You further represent and warrant to us that if you are an individual and you open an account with us in the Brasil Remittance website (a “**Brasil Remittance Account**”) that you are acting exclusively for your own benefit and are not acting on behalf of any third party principal or any third party beneficiary. You must only use the Services to transact on your own account and not on behalf of any other person or entity.

## 3. The Services

## A. Opening a Brasil Remittance Account

In order to use some or all of the Services, you must first open a Brasil Remittance Account by providing certain information. For legal reasons, all information you provide during the signup process or any time thereafter must be complete, accurate and truthful. You are responsible for keeping your mailing address, email address, telephone number, and other contact information up-to-date in your Brasil Remittance Account profile. To make changes to your profile, login here and then go to your account page. We may refuse to provide or may discontinue providing the Services to any person or entity at any time for any reason. We treat all activities under a Brasil Remittance Account to be those of the registered user.

### i. Account Security and Privacy

Protecting your privacy is very important to Brasil Remittance. Your passwords are stored on Brasil Remittance servers in encrypted form. We do not disclose your personal information, including account details, postal or email addresses to anyone except when legally required to do so and as specified in our Privacy Policy. Sensitive information between your browser and the Brasil Remittance.com website (the “**Brasil Remittance Website**”) is transferred in encrypted form using Secure Socket Layer (SSL). When transmitting sensitive information Brasil Remittance Website, you should always make sure that your browser can validate the Brasil Remittance.com certificate. For further details on our Privacy Policy, please click [here](#).

You, not Brasil Remittance, are responsible for maintaining adequate security and control of any and all IDs, passwords, or any other details that you use to access your Brasil Remittance Account and the Services. You must never disclose your Brasil Remittance Account password or your customer reference number. We will never ask you to provide your password to us or to a third party. Tell us if anyone asks for your password, and contact Customer Support if you are not sure about this, or any other security-related aspect of your Brasil Remittance Account. You must never let anyone access your Brasil Remittance Account or watch you accessing your Brasil Remittance Account.

If you suspect your Brasil Remittance Account, login details, password or any other security features are stolen, lost, used without authorization or otherwise compromised, you are advised to change your password. Contact Customer Support immediately if you believe your credentials have been compromised or you are suspicious about the security of your password or any other security features. The compromise of your credentials could enable thieves to access your bank account and attempt transactions not authorized by you. Telephoning us is the best way to minimize your risk of loss. In addition, contact us at once if your transaction history for your Brasil Remittance Account shows transactions that you did not initiate. You can contact our Customer Support hotline at 1-866-588-0749 or you can contact customer service through our chat option.

We rely on you to regularly check the transactions history of your Brasil Remittance Account and to contact Customer Support immediately in case you have any questions or concerns. We may (but are not obligated to) suspend your Brasil Remittance Account or otherwise restrict its functionality if we have concerns about the security of the Brasil Remittance Account or any of its security features; or potential unauthorized or fraudulent use of your Brasil Remittance Account. [See Brasil Remittance can close your Brasil Remittance account](#), below for more details.

You must make sure that your e-mail account(s) are secure and only accessible by you, as your e-mail address may be used to reset passwords or to communicate with you about the security of your Brasil Remittance Account. Let Customer Support know immediately if your email address becomes compromised. Never use any functionality that allows login details or passwords to be stored by the computer or browser you are using or to be cached or otherwise recorded. Additional Brasil Remittance products or Services you use may have additional security requirements, as notified to you by us, and you must familiarize yourself with those requirements.

In the case of what you believe to be any incorrect or misdirected payment, please see [Errors and Unauthorized Transactions](#) below.

ii. **Duplicate Accounts**

Brasil Remittance reserves the right to refuse the creation of duplicate accounts for the same user due to security and client identification requirements. In a case where duplicate accounts are detected, Brasil Remittance reserves the right to close or merge these duplicate accounts without notification to you.

iii. **Verification**

If you open a Brasil Remittance Account and use certain of the Services, law requires that we verify some of your information. You authorize Brasil Remittance to make any inquiries we consider necessary to validate your identity, either directly or through third parties, including checking commercial databases or credit reports. For that we may ask for credit header check together with bank account ownership verification. If credit header check fails, we request certified photo ID. This is sufficient if bank account ownership is also verified.

Brasil Remittance reserves the right to access various government and private databases so as to verify your information. Brasil Remittance reserves the right to close, suspend, or limit access to your Brasil Remittance Account and/or the Services in the event we are unable to obtain or verify this information.

**B. Fees and Taxes**

The fees for sending money will be disclosed to you when you place an order and prior to you confirming the transaction.

You agree to pay the relevant fees using your chosen payment method when you complete a transfer. Our fee does not include any fees that your bank or the recipient's bank may charge

You are responsible for any taxes which may be applicable to payments you make or receive, and it is your responsibility to collect, report and pay the correct tax to the appropriate tax authority.

### **C. Closing Your Brasil Remittance Account**

#### **. You May Close your Brasil Remittance Account**

You may end this Customer Agreement and close your Brasil Remittance Account at any time by contacting our Customer Support hotline 1-866-588-0749, or by email [brasilremittance@bellnet.ca](mailto:brasilremittance@bellnet.ca)

You must not close your Brasil Remittance Account to avoid an investigation. If you attempt to close your Brasil Remittance Account during an investigation, we may hold your money until the investigation is fully completed. You agree that you will continue to be responsible for all obligations related to your Brasil Remittance Account even after it is closed.

### **D. Brasil Remittance can Close your Brasil Remittance Account**

Brasil Remittance, in its sole discretion, reserves the right to suspend or terminate this Customer Agreement and access to or use of our Websites, software, systems (including any networks and servers used to provide any of the Services) operated by us or on our behalf or some or all of the Services for any reason and at any time upon notice to you and, upon termination of this Customer Agreement, the payment to you of any unrestricted funds held in your Brasil Remittance balance.

Reasons we may close your Brasil Remittance Account include, but are not limited to:

- your breach of any provision of this Customer Agreement or documents referred to in this Customer Agreement;
- we are requested or directed to do so by any competent court of law, government authority or agency, or law enforcement agency;
- we have reason to believe you are in violation or breach of any applicable law or regulation; or

- we have reason to believe you are involved in any fraudulent activity, money laundering, terrorism financing or other criminal or illegal activity.

We may also suspend your Brasil Remittance Account if it has been compromised or for other security reasons or has been used or is being used without your authorization or fraudulently. See [Account Security and Privacy](#) above for details.

If we close your Brasil Remittance Account or terminate your use of the Services for any reason, we'll provide you with notice of our actions and make any unrestricted funds held in your Brasil Remittance Account available for withdrawal. You are responsible for all reversals, chargebacks, fees, fines, penalties and other liability incurred by Brasil Remittance, other Brasil Remittance customer, or a third party, caused by or arising out of your breach of this Customer Agreement, and/or your use of the Services. You agree to reimburse Brasil Remittance, any Brasil Remittance customer, or any third party for any and all such liability. See [Reversals and Chargebacks](#) and Negative Account Balances.

On termination for any reason, all rights granted to you in connection with the App shall cease, you must immediately delete or remove the App from your devices. If you do not log in to your Brasil Remittance Account for two or more years, Brasil Remittance may close your Brasil Remittance Account and send your Brasil Remittance Account balance to your primary address.

## **I Communications**

We are required to provide certain information to you in writing. By accepting this Customer Agreement, you agree that we can communicate with you electronically either by email or by posting notices on the Website.

We may call or text message you at the telephone number(s) you have provided to us. We may place such calls or texts to (i) provide notices regarding your Brasil Remittance Account or Account activity, (ii) investigate or prevent fraud, or (iii) collect a debt owed to us. We may share your phone number(s) with service providers with whom we contract to assist us in providing you services, but will not share your phone number(s) with third parties for their own purposes without your consent. Standard telephone minute and text charges may apply. We will not call or text you for marketing purposes.

## **4. Issues that May Occur**

### **A. Reversals and Chargebacks**

You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by Brasil Remittance caused by or arising out of your breach of this Customer Agreement, and/or your use of the Services. You agree to reimburse Brasil Remittance for any and all such liability. Whenever a transaction is reversed, Brasil

Remittance will refund or reverse the transaction from your Brasil Remittance Account in the same currency as the original transaction. If your Brasil Remittance Account balance for a particular currency is insufficient to cover the amount of a refund or reversal, Brasil Remittance will perform a currency conversion in order to refund or reverse the transaction, subject to the exchange rate being offered by Brasil Remittance in the applicable currencies at that time.

Payments to you may be invalidated and reversed by Brasil Remittance if:

- Our investigation of a bank reversal finds that the transaction was fraudulent.
- The payment was unauthorized or invalidated by the sending bank.
- You received the payment for activities that violated this Customer Agreement, or any other agreement between you and Brasil Remittance.
- Brasil Remittance has a claim against you for the funds.

When you receive a payment, you are liable to Brasil Remittance for the full amount of the payment sent to you plus any fees if the payment is later invalidated for any reason.

## **B. Negative Account Balances**

If your Brasil Remittance Account balance becomes negative for any reason, including on account of reversal or chargeback, that negative balance represents an amount you owe to Brasil Remittance and you promise to repay the negative balance immediately without any notice from us. We may send you reminders or take such other reasonable actions to recover the negative balance from you, for example, we may use a debt collection service or take further legal actions. In order to recover negative account balances from you, we may convert the amount you owe us into Canadian dollars.

## **C. Errors and Unauthorized Transactions**

To protect yourself from errors and unauthorized activity, you should regularly log into your Brasil Remittance Account and review your Brasil Remittance Account statement. Brasil Remittance will notify you of each transaction by sending an email to your primary email address on file. You should review these transaction notifications to ensure that each transaction was authorized and accurately completed.

Brasil Remittance will protect you from unauthorized activity and errors in your Brasil Remittance Account. When this protection applies, Brasil Remittance will cover you for the full amount of the unauthorized activity as long as you cooperate with us and follow the procedures described in this section. Where this section requires you to notify us, please do so by contacting the customer service hotline at 1-866-588-0749 or contact customer service by email [brasilremittance@bellnet.ca](mailto:brasilremittance@bellnet.ca)

We will rectify any Errors that we discover. If the Error results in:

- You receiving less than the correct amount to which you were entitled, then we will credit your Brasil Remittance Account for the difference between what you should have received and what you actually received.
- You receiving more than the correct amount to which you were entitled, then we will debit your Brasil Remittance Account for the difference between what you actually received and what you should have received.

### iii. **Currency Conversion Errors**

With regard to currency conversion orders, the following are considered Errors:

- You paid an incorrect amount for your currency conversion order;
- Brasil Remittance made a computational error, such as a miscalculation of the amount the recipient received;
- The amount stated in the currency conversion order receipt provided to sender was not made available to the recipient, unless the problem was caused by extraordinary circumstances outside our control; and
- Funds were made available to the recipient later than the date of availability that was disclosed to you on the currency conversion order receipt, or were not delivered, unless extraordinary circumstances outside our control caused the delay (such as actions by third parties) and we could not reasonably anticipate those circumstances, or delays resulted from fraud screenings, or were caused by requirements of the FINTRAC or similar requirements, or the transfer was made with fraudulent intent.

If you believe an Error of the type described above have occurred, and you must duly contact us in accordance with the information above, we will investigate and determine whether an error occurred within 90 days (although we typically do this within ten (10) business days) after you contact us. We will inform you of our determination within three (3) Business Days after completing our investigation.

#### *What is an Unauthorized Transaction?*

An Unauthorized Transaction occurs when money is sent from your Brasil Remittance Account balance that you did not authorize and that did not benefit you. For example, if someone steals your password, uses the password to access your Brasil Remittance Account, and sends a payment from your Brasil Remittance Account, an Unauthorized Transaction has occurred.

The following are not considered Unauthorized Transactions:

- If you give someone access to your Brasil Remittance Account (by giving them your login information) and they use your Brasil Remittance Account without your knowledge or permission. You are responsible for transactions made in this situation.

- Invalidation and reversal of a payment as a result of the actions described under [Reversals and Chargebacks](#).

If you believe your Brasil Remittance login information has been lost or stolen, call: 1-866-588-0749, or by email [brasilremittance@bellnet.ca](mailto:brasilremittance@bellnet.ca) or write: Brasil Remittance Inc., 1458 Dundas St W, Toronto, ON M6J 1Y6: ATTN: Brasil Remittance Compliance.

Tell us right away if you believe your Brasil Remittance login information has been lost or stolen, or if you believe that transactions have been made in your Brasil Remittance Account without your permission using your login information.

Also, if your Brasil Remittance Account statement shows transfers that you did not make, including those made with your Brasil Remittance login information or by other means, tell us at once. If you do not tell us within 60 days after we provided the statement to you, you may not get back any money you lost after the 60 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.

#### **D. Complaints**

If you have a question or complaint regarding the Services, please send an e-mail through our [Help Centre](#). You may also contact us by writing to Brasil Remittance Inc., 1458 Dundas St W, Toronto, ON M6J 1Y6: ATTN: Brasil Remittance Compliance or by calling us at 1-866-588-0749. Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

## **5. Other General Terms**

#### **A. Brasil Remittance is a Payment Service Provider**

Our relationship with you under this Customer Agreement with you is as a payment service provider, and Brasil Remittance is an independent contractor for all purposes. Brasil Remittance is not your agent or trustee.

#### **B. Entire Agreement**

This Customer Agreement, along with any applicable policies and agreements on incorporated herein and on the Brasil Remittance Website, sets forth the entire understanding between you and Brasil Remittance with respect to the Services. Certain terms that by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.

### **C. Law and Jurisdiction**

The provision of the Services and any dispute or claim arising out of the provision of the Services is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute or claim arising out of or in connection with the Service, this Customer Agreement, or use of the Website will be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario.

### **D. Language**

The parties have agreed that this Customer Agreement and any related documents will be written in the English language.

### **E. Other Information About this Customer Agreement**

- You may not transfer or assign any rights or obligations you have under this Customer Agreement without Brasil Remittance prior written consent. Brasil Remittance may transfer or assign this Customer Agreement or any right or obligation under this Customer Agreement at any time.
- Each of the paragraphs of this Customer Agreement operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect. If we delay in asking you to do certain things or in taking action, it will not prevent us taking steps against you at a later date.
- Our failure to act with respect to a breach of any of your obligations under this Customer Agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.
- This Customer Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and us relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings. This Agreement is between you and us. No other person shall have any rights to enforce any of its terms. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and us.