



NIUM

CUSTOMER AGREEMENT

**JANUARY 2020
UNITED STATES OF AMERICA**

NIUM, Inc. (U.S.) PROGRAM CUSTOMER AGREEMENT

This agreement (the “Agreement”) sets out your use of the NIUM, Inc. (formerly known as Instarem USA Corporation) Service (the “Service”). You may access the Service through the website with its home page located at www.instarem.com (the “Service Website”). As used herein, the terms “Bank”, “we,” “us,” and “our” mean Community Federal Savings Bank, and “InstaReM (powered by NIUM)” means NIUM, Inc. (formerly known as Instarem USA Corporation) “You” and “your” means the person who is using the Services to transfer funds from a US bank account.

1. **This is Your Contract with Us.** Read this Agreement and keep it for your records. By accessing the Service Website or using the Service, you agree to the terms of this Agreement and agree that you will comply with all applicable laws.

2. **Eligibility and Registration.** In order to use the Service, you first must register. You have a 3 years period to finish the registration. As part of your registration and use of the Service, you represent and warrant that:

- a) If an individual, you are of the legal age of majority in your jurisdiction, but in all events at least 18 years old;
- b) You have full authority to enter into this Agreement;
- c) You hold a US bank account that will be the source of funds for transfers using the Service and that, unless you are acting as an agent as set forth in Section 2.5, is held in your name and over which you exercise legal authority and control;
- d) You will not be violating any laws or regulations by registering with us, entering into or by performing any part of this Agreement, or by otherwise using the Service;
- e) You are not an agent acting for an undisclosed principal or third party beneficiary. In the event that you are acting for a third party, you agree to provide us with certified copies of identification evidence of such authorizations that you have received from the third party and obtain our express approval before acting on that third party’s behalf;
- f) All information provided by you as part of your registration and use of the Service is accurate and complete, and you undertake to promptly notify us of any changes to such information;
- g) You will ensure that your contact details provided at registration remain accurate and up to date. We will use those contact details to contact you wherever required under this Agreement or in connection with the Service. You may update your contact details at any time by logging in to the Service Website.

3. **Identity Verification Process.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires the Bank to obtain, verify and record information that identifies each person to whom we provide certain types of services. What this means for you when you use our Service we will require you to provide your name, address, date of birth, taxpayer ID, phone number, email address, and other information that will allow us to identify you. We may require you to provide documentation, which may include your passport, driver’s license, or other government issued photo identification document. We may also contact you if we have additional questions.

4. **General Description of the Nium, Inc. Service.** The Service enables the transmission of funds to recipients (“Recipients”) located in other countries in a currency other than United States

Dollars (“USD”). Funds are transmitted to Recipients via electronic funds transfer, wire transfer or other electronic methods. The Service, as described herein, may be amended by us at any time, upon notice, as set forth above. Moreover, we retain full discretion to refuse to accept any user or to complete any instruction to send money (a “**Transaction**”) at any time.

5. **Compliance with Office of Foreign Assets Control (“OFAC”).** All U.S. persons, including U.S. banks, bank holding companies, and non-bank subsidiaries, must comply with OFAC’s regulations. This means that we may institute a hold on your account or your funds, if you are a Specially Designated National, or fall into the scope of a country- based sanction program.

6. **The Service offered generally includes two types of orders:**

- a) Fixed Target Payment Orders, where you instruct us to transfer a specific amount of foreign currency (not U.S. dollars) to a Recipient.
- b) Fixed Source Payment Orders, where you instruct us to convert a specific amount of U.S. Dollars into a specified foreign currency and then to transfer the resulting converted amount to the Recipient.

7. **Unlawful and Other Impermissible Use.** You agree not to use the Service for any unlawful activity, and we reserve the right to investigate any suspicious activity or in response to any complaints or reported violations. When investigating any such activity, we reserve the right to report suspected unlawful activity to any appropriate regulatory or similar authority or person and to provide such authority or person any relevant information, including personal data.

More specifically, you are not allowed to use our Services:

- a) in connection with the sale or distribution of any prohibited or illegal good or service or an activity that requires a governmental license where you lack such a license;
- b) in connection with the sale or distribution of marijuana or marijuana paraphernalia, regardless of whether or not such sale is lawful in your jurisdiction;
- c) in connection with the sale or distribution of any material that promotes violence or hatred; in connection with the sale or distribution of adult content;
- d) in connection with the sale or distribution of goods or services that violate the intellectual property rights of a third party;
- e) in connection with the sale or exchange of cryptocurrencies;
- f) as part of a Ponzi-scheme or pyramid selling;
- g) as part of any gambling or regulated financial services you may provide; or
- h) in connection with the sale or distribution of firearms or other weapons, military or semi-military goods, military software or technologies, chemicals, prescription medications, seeds or plants, dietary supplements, alcoholic beverages, tobacco goods, jewels, precious metals or stones.

8. **Multiple Registrations.** Multiple registrations are prohibited. You may register only once, and each user must maintain a separate registration. If we detect multiple active registrations for a single user, we reserve the right to merge or terminate the registrations and refuse you all continued use of the Service without notification to you.

9. **Payment Methods.** We only accept payment for your transfer via ACH Pull Direct Debit, or, if you choose to initiate the transfer of funds from Your Bank Account, an ACH Push or domestic Wire Transfer. No other payment methods are accepted, including cash, mailed check, or electronic check.

Payment by ACH Pull Direct Debit

1. If you choose to pay for your transfer using our ACH Pull direct debit feature, you will need to provide your bank account details, including your bank account number and routing number (each such bank account is deemed “**Your Bank Account**”).

2. When you choose to pay for your transfer using our ACH Pull direct debit feature and provide Your Bank Account details, you represent that Your Bank Account payment details are correct, that you are authorized to access and transmit funds from Your Bank Account, that Your Bank Account is in good standing with the account-holding financial institution, and that you have the authority to initiate an electronic funds transfer in the amount at issue to or from Your Bank Account.

3. When you choose to pay for your transfer using our ACH Pull direct debit feature and by providing Your Bank Account details and requesting a Transaction, you authorize us to initiate electronic credits and debits to Your Bank Account through the automated clearinghouse (ACH) network in order to process the requested Transaction, including any applicable fees and charges.

4. Your authorization shall remain in effect for any Transaction that you have authorized while a registered user with the Service unless canceled in accordance with this Agreement.

Payment by Wire or ACH Push.

5. If you choose to pay for your transfer using the ACH Push or domestic wire transfer method, then your payment order will remain inactive until we receive your funds (the “Deposit Payment”) to our specified account.

6. Deposit Payments must be made to our specified account via ACH Push or domestic wire transfer. If for any reason your Transaction is cancelled or refused, then we will promptly return the deposit to the account from which it originated. In the event that we are unable to return the deposit, then we will promptly contact you using the most current contact information provided to us by you through your NIUM, Inc. (formerly known as Instarem USA Corporation) registration.

10. Exchange Rates.

1. The “**Transaction Amount**” is the amount that you send from Your Bank Account in an ACH Pull Transaction or the Deposit Payment in an ACH Push or wire transfer, minus any applicable fees and prior to any foreign exchange conversion.

2. **Locked-In Exchange Rates.** We always specify the exchange rate applicable to your Transaction at the time you submit your requested Transaction, and this exchange rate will be locked-in (the “**Locked-In Exchange Rate**”) for a period of 24 hours from the time you initiate your payment (the “**Specified Period**”). We will convert the Transaction Amount at the Locked-In Exchange Rate, provided that your Transaction Amount reaches our specified bank account within the Specified Period.

3. **Unlocked Exchange Rates.** If the Transaction Amount reaches our specified bank account after the Specified Period, we will convert your funds at the **Unlocked Exchange Rate**, as defined below,

which means that the exchange rate could be higher or lower than the Locked-In Exchange Rate.

4. We, through NIUM, Inc. (formerly known as Instarem USA Corporation), make reasonable efforts to align Unlocked Exchange Rates with the mid-market rate in global currency markets at the time of conversion. InstaReM (powered by NIUM) relies on aggregated third party information sources (including exchange rates under license from XE.COM Inc. [“XE”, <http://www.xe.com/>]), and we do not guarantee that the rates match any particular benchmark source at any given time. We are not liable if the amount received by the Recipient is less than anticipated as a result of changes in the global currency markets.

5. In order to protect you from negative volatility in the global foreign exchange markets, we automatically apply a 3% rate limit (the “**Automatic Rate Limit**”). This means that in the event that the conversion rate moves negatively (to your detriment) beyond the Automatic Rate Limit, then we will temporarily stop any further conversion until market conditions improve. We will notify you if the situation does not improve for more than 24 hours.

6. Any rate limits will only apply to limit negative rate movements. We will always pass on any improvements in exchange rates for Unlocked Exchange Rate transactions.

7. Neither we nor any of our service providers take any margin or spread on the exchange rate associated with your Transaction; hence, there are no buy and sell rates. The rate that you receive is exactly the same rate as your counterparty. The only fees you pay us for the Service are the Transaction Fees and Administration Fees described in Section 13 of this Agreement.

8. For the avoidance of doubt, we do not currently offer the ability to make recurring payments or forward contracts as part of our Services.

11. **Transaction History.** You can access the details of all your Transactions and other information relating to your use of the Service by logging into the Service Website at www.instarem.com and selecting “Sign In” at the top of the page.

12. **Refused Transactions.** We reserve the right in our sole discretion to refuse any Transaction. Reasons for refusal may include but are not limited to an inability to match your registration information with your bank account details, incorrect Recipient details or an insufficient deposit amount. We generally will attempt to notify of you of any refusal, using the contact information provided as part of your registration, stating (where possible) the reasons for the refusal and whether the problem can be corrected. We will not notify you of a refusal where to do so would be unlawful.

13. **Cancellation of Transactions.** You may cancel your Transaction for a full refund (a) within 30 minutes of authorizing your Transaction or (b) at any time thereafter if the Transaction Amount has not yet been converted in accordance with your order.

14. **Fees.**

1. Transaction Fees. We charge a fee on every Transaction. Fees relating to the Transaction are fully visible to you before you accept the Transaction. Further information on our fees are published on the Service Website at www.instarem.com.

The Transaction Fee is deducted from the Transaction Amount prior to conversion. Transaction

Fees do not include any fees that your bank or the Recipient's bank may charge. Those fees may be deducted from your deposit (in the case of your bank) or the delivered amount (in the case of Recipient's bank).

2. **Administration Fee.** An Administration Fee may be incurred when your Transaction is refused due to incorrect payment details, regulatory requirements or any other reason. (This fee is in addition to any amount your bank or the Recipient's bank may assess.) Any Administration Fee will be deducted from your Transaction Amount. Our current Administration Fee for Refused Transactions is 8.00 USD per Transaction.

15. **Service Providers.** We use agents and service providers to help us deliver the Service to you. For example, InstaReM (powered by NIUM) manages the Service on our behalf as our service provider. Among other functions, InstaReM (powered by NIUM) provides customer service and other functions and arranges delivery of funds to Recipient abroad. Regardless, all services provided by InstaReM (powered by NIUM) or other agents or service providers are performed at our direction and subject to our supervision and control.

16. **Errors and Compromised User Credentials.** Once Transactions have been executed, they cannot be reversed, and, except as expressly set out in this Agreement, we will not be liable in any way for any loss you suffer as a result of a Transaction being carried out in accordance with your instructions. **If you believe there to be an error in connection with a Transaction or other problem as set out in this Section 15, then you should notify Client Support at Support@instarem.com or 1-888-409-3307.**

1. If you think there has been an error or problem with your transfer, you must contact Client Support no later than 180 days of the date we promised to you that the funds would be made available to the Recipient. When you do, please tell us as much of the following information as possible: (1) Your name and address; (2) The error or problem with the transfer, and why you believe it is an error or problem; (3) The name of the person receiving the funds, and if you know it, his or her telephone number or address; (4) The dollar amount of the transfer; and (5) The confirmation code or number of the transaction.

2. The law generally requires us to investigate and determine whether an error occurred within 45 days after you contact us, but typically we will conduct this investigation and make a determination within ten business days. We will inform you of our determination within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

3. If your Transaction history shows Transactions that you did not initiate, please contact Client Support at once to let us know. Client Support must hear from you no later than sixty days after the date we make available to you the periodic statement in which the error appears. If you do not tell Client Support, you may not get back any of the money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money had you told us in time.

4. Tell Client Support at ONCE if you believe your user credentials have been compromised. Telephoning is the best way of keeping any losses to a minimum. Compromise of your credentials could allow thieves to access Your Bank Account to make unauthorized payments. If you notify Client Support

within two Business Days, you can lose no more than \$50 if someone uses your use credentials without your permission. If you do NOT tell us within two Business Days after you learn of the compromise of your credentials, and we can prove we could have stopped someone from using your credentials without your permission if you had told us, you could lose as much as \$500.

5. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods set out in this Section 15.

17. **"Business Day"** for purposes of this Agreement means any day, other than a Saturday, Sunday, federal or New York state holiday, on which the Bank's offices are open for business.

18. **Limitations of Liability.** Neither we nor any of our agents, affiliates, holding companies, subsidiaries, employees, officers, directors, service providers, or subcontractors will be liable:

a) For losses or damages alleged to result from our failure to properly complete a Transaction (other than as just noted in Section 15 above);

b) For losses or damages alleged to result from our delay in completing a Transaction;

c) If, through no fault of ours, you do not have enough money in Your Bank Account or have not timely deposited sufficient funds with us to make the Transaction;

d) If your system or device was not working properly during your use of the Service and you knew about the breakdown when you started the Transaction;

e) For errors made by you or a Recipient, such as making a transfer to an unintended person or transferring an unintended amount;

f) For errors by your bank, such as the provision of incorrect bank account information for Your Bank Account;

g) For losses or damage arising from your misuse or inability to use the Service Website, whether due to reasons within our control or not;

h) For losses or damage to you from our inability to complete a Transaction because we are prohibited by law or for losses or damage caused as a result of actions taken due to our obligations under applicable law or order; or

i) Due to circumstances beyond our control (such as failure or interruption of telecommunications or data transmission systems) that prevent or affect the Transaction, despite reasonable precautions that we have taken.

19. **Disclaimer of Liability.**

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

IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES, HOLDING COMPANIES, SUBSIDIARIES, EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, SERVICE PROVIDERS OR

SUBCONTRACTORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER BASED ON NEGLIGENCE, WILFUL MISCONDUCT, TORT, CONTRACT OR ANY OTHER THEORY OF LAW, OR FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF INCOME, FAILURE TO REALIZE EXPECTED REVENUES OR SAVINGS, LOSS OF PROFITS OR ANY ECONOMIC OR PECUNIARY LOSS.

WE FURTHER DISCLAIM ANY AND ALL LIABILITY FOR ANY GOODS OR SERVICES BOUGHT OR SOLD BY YOU THAT ARE SETTLED THROUGH YOUR PARTICIPATION IN THE SERVICE.

20. **Right of Set-Off.** You agree that we are authorized at any time to set-off the funds deposited with us against your debts or liabilities owed to us. We may exercise this right of set-off without notice to you.

21. **Changes to this Agreement.** We may amend this Agreement at any time by posting a revised version on the Service Website (a “**Change**”). In the event that there is a Change which happens during the time which we have agreed to perform a Service for you but the Service has yet to be fully completed, the original terms and conditions (prior to any such Change) shall apply until such Service has been fully completed or has been cancelled or terminated in accordance with this Agreement, **except** where a Change is required by applicable law to take effect sooner. For the avoidance of doubt, any Change relating to the addition of a new service, extra functionality or any such change which we believe in our reasonable opinion neither reduces your rights nor increases your responsibilities shall be deemed to be effective immediately. You are recommended to retain a copy of this Agreement at the time a Service is requested for your records. You also may request a copy from us of the version of the Agreement in effect at the time of a particular Transaction that you have requested by emailing Support@instarem.com.

22. **Consent for Electronic Disclosures.** The Service is an electronic commerce relationship. In order for the Service to be provided to you, we must have your consent to provide access to required disclosures in electronic format. If you do not consent to electronic disclosure of these documents, then you may not use the Service. Your consent applies to all of the documents we provide to you electronically in connection with the Service, including receipts and notices.

Access to electronic disclosures will be provided by way of the Internet. Your history of use of the Service is available for viewing online from your account on the Service Website. In order to view these disclosures, you will need a hardware device that can access the Internet via modem or other form of connection. Your hardware device must run on an appropriate operating system. You must be able to access the Internet to access our website. Additionally, Internet browser software is required to access the disclosures from a personal computer.

If you require a printed copy of your full printed copy of your transaction history, you can request this by emailing Support@instarem.com.

We recommend you download or print a copy of this Agreement for your records. You may download a copy of this Agreement in PDF format. This document requires Adobe Acrobat Reader for viewing.

If you consent to electronic access to documents, we are not required to provide you with paper

copies. You may obtain these documents in paper form without charge by printing them yourself. If you decide to withdraw your consent for electronic disclosures, you must notify Client Support at Support@instarem.com or via telephone at 1-888-409-3307. Such notice will constitute notice of termination of your registration with us and preclude future use of the Service.

23. **Privacy.** We treat your privacy seriously. We share your personal information provided in connection with the Service with our agents and service providers to provide you with the Service. Please see our Privacy Policy, available at [Instarem policies](#) for comprehensive information concerning our collection, use and disclosure of your personal information.

24. **Limiting the Services and Termination**

1. We may limit the Services available to you, terminate your registration or suspend or refuse a Transaction at any time, without notice, if we reasonably suspect any security risk associated with your registration or Transaction, or if we terminate your registration for the reasons set out in this Agreement. We will do our best to notify you prior to taking any such action. However, if prior notification is not practicable, we will promptly notify you by email after the suspension. We have no obligation to notify you should such a notification be impossible or unlawful.

2. Termination

1. We may immediately terminate your registration and this Agreement at any time without prior notice if in our reasonable opinion:

- a) we determine in our sole discretion that you are not eligible to use the Services or that you are using them for an impermissible purpose;
- b) you have materially breached the law, the terms of the Agreement or the terms of our referral or promotional programs;
- c) you engage in behavior that we in our sole discretion view as suspicious or otherwise of concern;
- d) duplicate accounts are opened for the same person;
- e) it is impossible to get in touch with you by the telephone number and email address you have provided;
- f) you or your bank initiate a chargeback or rejection of an attempted transfer;
- g) you are a charitable or non-profit organization.

2. We may suspend or refuse to execute Transactions if any of the reasons in section 24.2.1 apply to the Recipient of the Transaction.

3. You may terminate your registration at any time by contacting Client Support at Support@instarem.com or **1-888-409-3307**. Termination, whether by you or by us, shall not affect prior Transactions or (except where required by law) obligations under this Agreement existing at the time of termination. Upon termination, NIUM, Inc. (formerly known as Instarem USA Corporation) will retain records of your Transaction history in accordance with regulatory requirements and our and NIUM, Inc. (formerly known as Instarem USA Corporation) retention policies.

25. **Applicable Law and Arbitration.** This Agreement is entered into in New York. This Agreement and any claim or controversy arising out of or relating thereto, including any claim against InstaReM (powered by NIUM) in connection with the Service (collectively, a “Claim”) is governed by

the laws of the United States and the state of New York, without regard to conflicts or choice of laws principles, whether or not you live in New York.

YOU HEREBY CONSENT TO ARBITRATION OF ALL CLAIMS BEFORE A SINGLE ARBITRATOR. THE ARBITRATOR WILL BE SELECTED AND THE ARBITRATION CONDUCTED PURSUANT TO THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. NO "CLASS" OR SIMILAR GROUP ARBITRATION SHALL BE PERMITTED. ALL ARBITRATION HEARINGS OR SIMILAR PROCEEDINGS SHALL BE HELD IN NEW YORK, NEW YORK, ALTHOUGH YOU MAY ELECT TELEPHONIC PROCEEDINGS OR WAIVE ANY HEARING. The AAA Consumer Arbitration Rules are available for review at: <https://www.adr.org/aaa/faces/rules> (click Rules, then click Consumer Arbitration Rules).

Any arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction.

You understand that, in return for your agreement to this Section, we are able to offer you the Service at the terms designated, and that your assent to this Section is an indispensable consideration to this Agreement. You also acknowledge and understand that, with respect to any Claim:

YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;

YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY SUCH DISPUTE; and

YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY SUCH DISPUTE.

This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C.1-16.

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

27. **Assignment.** You may not transfer or assign this Agreement to any other person without our prior written consent. We may assign our obligations to you under this Agreement without your consent or any prior notice.

28. **English Language.** This Agreement may be provided to you in English or any other language that we support. For the avoidance of doubt, any non-English version of the Agreement is provided for translation purposes only. In the event that any conflict arises between the English and non-English versions of the Agreement, the English version shall prevail.

29. **Entire Agreement.** This Agreement and any document expressly referred to in it constitutes

the whole agreement between us and supersedes any previous discussions, correspondence, arrangements or understandings between us.

30. **Notices to us.** If you have any problems using the Service, you should contact Client Support at 1-888-409-3307 or Support@instarem.com. Any notice of legal claim or other process pursuant to this Agreement shall be delivered via email to Support@instarem.com or via post to:

Community Federal Savings Bank
89-16 Jamaica Avenue Woodhaven,
New York 11421
Attn: CFSB Legal & Compliance

LEGAL_US_E # 120376337.1



NIUM, Inc. (formerly known as Instarem USA Corporation) in the United States is sponsored by Community Federal Savings Bank