

Terms of Service

These are the terms by which you will be bound when you use the services accessible at [https://www.route**fusion**.com](https://www.routefusion.com). Do not use Route**fusion**.com if you do not agree to be bound by these terms. By using Route**fusion**.com you agree to everything contained in these Terms of Service.

As used throughout this Terms of Service, the terms “Route**fusion**”, “we”, “us”, and “our” refer to Route**fusion** Inc., together with its employees, directors, successors, and assignees. The terms “you” and “your” refer to users of the Service (Route**fusion**), whether as Senders or Recipients - Service is defined as access to our website applications and APIs, when applicable.

1. THE SERVICE

We recommend you use the Service to send money to friends, family, or business associates, we do not recommend that you send money to people you do not know.

The Service allows users to send payments from the United States to Mexico. A “Sender” uses the Service to send money and a “Recipient” receives money through the Service. A “Transaction” refers to an order to send money through the Service. The “Transaction Amount” is the amount in US dollars that the Sender provides to Route**fusion** for transmittal to the Recipient. The “Payout Amount” is the amount paid out to the Recipient, excluding any taxes or charges that may be levied under the laws of Mexico (the “Local Taxes”).

2. ELIGIBILITY FOR THE SERVICE

Age and Capacity. You must be at least eighteen (18) years old to access or use the Service as a Sender. You must be able to form legally binding contracts under applicable law. Other restrictions may apply.

Offer and Acceptance. If you submit a Transaction, you are requesting that we process your Transaction in partnership with the pre-determined third-party Service Provider, an offer that we may accept or reject at our sole discretion.

2.1

Where the Supplier is Reserve Trust Company, Colorado Trust, having its address at 5600 S Quebec Street, Suite 205D, Greenwood Village, CO 80111 (“**RT**”), Customer funds are held in a for-benefit-of (FBO) account at RT on the RT tax identification number (TIN). (Such account being the “**RT FBO Account**”). Funds in the RT FBO Account will be held and maintained in a non-interest bearing account at RT itself and will be segregated from the assets of the RT, but will not be FDIC insured. RT is a third party beneficiary under this Agreement entitled to enforce the terms hereof versus the Customer. RT is not a party to this Agreement and has no liability for any act or omission of Supplier or any third party. Customer hereby consents to Supplier sharing any and all information gathered concerning Customer and their transactions with RT. Customer shall direct all questions and communications concerning RT

FBO Account funds to Supplier and Supplier shall respond to all such questions and communication. Without limitation, Supplier shall indemnify and hold RT harmless from and against any claim by a Customer or third party related to the RT FBO Account.

3. PAYING FOR THE SERVICE

Charges. With each Transaction you submit you are agreeing to pay us a service fee (“Service Fee”), in addition to the Transaction Amount. Payment in US dollars is due at the time the transaction is submitted for processing. If you submit a transaction that results in us being charged NSF fees, chargeback fees, or other similar costs, you agree to reimburse Routefusion for all such fees.

Payment. In order for us to process your transaction you authorize us to charge any of the payment instruments included in your payment profile (“Payment Instrument” includes your credit card, debit card or bank account). If your payment fails you authorize us to re-try one or more times using the same Payment Instrument. You warrant that you are a lawful user of your Payment Instrument(s).

Other Charges. We are not responsible for fees that may be imposed by financial institutions associated with your Payment Instruments. Routefusion1 is not responsible for any NSF fees, chargeback fees, or other, similar charges that might be imposed on you by your bank, credit card issuer, or other provider.

4. RECEIVING A REMITTANCE

Service Providers. We work with local banks and other third party outlets (each, a “Service Provider”) to make funds available to Recipients. As a Sender, you are appointing your Recipient as your agent for the purpose of receiving funds transmitted through the Service.

Recipients will be required to prove their identities before receiving funds by presenting valid identification. Also, Recipients may be required to provide a reference number or another similar identifier associated with their Transactions.

5. IMPORTANT SERVICE RESTRICTIONS

Please refer to the Master Services Agreement between you and Service Provider for any important service restrictions details that may apply to services provided by Service Provider.

6. HOW AND WHY WE COLLECT PERSONAL INFORMATION

Privacy Policy. By agreeing to this Terms of Service, you acknowledge and consent to Routefusion’s [Privacy Policy](#).

Customer Identification Program. U.S. law requires we obtain, verify, and record information about you. We may require that you provide us with nonpublic, personal, identifying information. We may also lawfully obtain information about you from other sources without your knowledge, including non-personal identifying information that we may obtain while you visit this website. Please see our [Privacy Policy](#).

Government Disclosures. We may provide information about you and your Transactions to government authorities and law enforcement agencies, as described in our [Privacy Policy](#).

Verifying information. You authorize us to make any inquiries, to you or to others, which are necessary to validate the information that you provide to us. This may include asking you for additional information, requiring you to take steps to confirm ownership of your email address or financial instruments, verifying your information against third party databases, or through other sources.

7. DISPUTES, QUESTIONS AND REFUNDS

Please refer to the Master Services Agreement and the Business Account Agreement where applicable to understand the process for disputes, questions and refund requests.

8. ROUTEFUSION'S INTELLECTUAL PROPERTY

You acknowledge that the Service, including the content of this website, text, graphics, logos, and images, as well as all other Routefusion copyrights, trademarks, logos, and product and service names are owned exclusively by Routefusion Inc. (the "Routefusion Intellectual Property"). You agree not to display, use, copy, or modify the Routefusion Intellectual Property in any manner. You are authorized solely to view and retain a copy of the pages of this website for your own personal, non-commercial use. You further agree not to: (i) use any robot, spider, scraper or other automated device to access the Service; (ii) remove or alter any author, trademark or other proprietary notice or legend displayed on this website (or printed pages thereof); or (iii) infringe Routefusion's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy.

9. DISCLAIMER OF WARRANTIES

We make reasonable efforts to ensure that Transactions are processed in a timely manner, but we make no representations or warranties regarding the time needed to complete processing because the Service is dependent on many factors outside our control. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary state to state. In any event, you may have a right to a refund as expressly described herein.

10. INDEMNITY

You agree to indemnify and hold Routefusion, Service Providers, and their respective subsidiaries, officers, agents, partners, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Service, your connection to the Service, your violation of the Terms of Service, or your violation of any rights of another.

11. LIMITATION OF LIABILITY

IN NO EVENT SHALL Routefusion, SERVICE PROVIDERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES BEYOND THE SUM OF \$500.00 (IN ADDITION TO REFUNDING THE TRANSACTION AMOUNT AND SERVICE FEES), INCLUDING BUT NOT LIMITED TO,

DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF Routefusion HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM NEGLIGENCE ON THE PART OF Routefusion, DISBURSEMENT PARTNERS, OR THEIR RESPECTIVE SUBSIDIARIES, OFFICERS, AGENTS, PARTNERS, OR EMPLOYEES.

12. DISPUTE RESOLUTION AND GOVERNING LAW

Governing Law. This Terms of Service shall be governed according to the laws of the State of Washington, and all activities performed in connection with the Service shall be deemed to have been performed in Washington. Any controversy, dispute, or claim arising out of or relating to the Service or Terms of Service (a "Claim") shall be governed by and construed in accordance with the laws of Washington, except that body of law governing conflicts of law.

Disputes with Routefusion. If a dispute arises between you and Routefusion, our goal is to learn about and address your concerns. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly. Disputes between you and Routefusion regarding the Service may be reported online to via our online support; or by mail at customersuccess@routefusion.com

Arbitration. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000.00 USD, the party requesting relief may elect to resolve the dispute in a cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, that party will initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

Forum for Disputes. Except as otherwise agreed by the parties or as described in section 12(c) above, you agree that any claim or dispute you may have against Routefusion Inc must be resolved by a court located in Travis County, Tx. You agree to submit to the personal jurisdiction of the courts located within Travis County, Tx for the purpose of litigating all such claims or disputes.

Improperly Filed Litigation. All claims you bring against Routefusion must be resolved in accordance with section 12 of this Agreement. All claims filed or brought contrary to section 12 shall be considered improperly filed, and a breach of this Agreement. Should you file a claim contrary to section 12, Routefusion may recover attorneys' fees and costs (including in-house attorneys and paralegals) up to \$1,000.00 USD, provided that Routefusion has notified you in writing of the improperly filed claim, and you have failed to promptly withdraw the claim.

13. ELECTRONIC COMMUNICATIONS

You acknowledge that this Terms of Service shall be entered into electronically, and that the following categories of information (“Communications”) may be provided by electronic means: (i) this Terms of Service and any amendments, modifications or supplements to it; (ii) your records of transactions through the Service; (iii) any initial, periodic or other disclosures or notices provided in connection with the Service, including without limitation those required by federal or state law; (iv) any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Service; (v) any other communication related to the Service or RouteFusion. The Service does not allow for Communications to be provided in paper format or through other non-electronic means. You may withdraw your consent to receive Communications electronically, but if you do, your use of the Service shall be terminated. In order to withdraw your consent, you must contact us using our contact information at the end of this Terms of Service.

14. MISCELLANEOUS

Entire Agreement. The Terms of Service constitutes the entire agreement between you and RouteFusion and governs your use of the Service, superseding any prior agreements between you and RouteFusion.

No Waiver. The failure of RouteFusion to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of the Terms of Service is found by an arbitrator or a court of competent jurisdiction to be invalid, the parties nevertheless agree that the arbitrator or court should endeavor to give appropriately valid effect to the intention of the Terms of Service as reflected in the provision, and the other provisions of the Terms of Service shall remain in full force and effect.

Modification. We may modify this Terms of Service from time to time without notice to you, except as may be required by law or previously agreed upon on the Master Services Agreement between you and Service Provider. You can review the most current version of the Terms of Service at any time by reviewing this website. You may terminate your use of the Service if you do not agree with any modification or amendment. If you use the Service after the effective date of an amendment or modification, you shall be deemed to have accepted that amendment or modification. You agree that you shall not modify this Terms of Service and acknowledge that any attempts by you to modify this Terms of Service shall be void.

15. SECURITY

Your security is very important to RouteFusion, and we use a variety of security measures to make sure that your information is secure. We urge you to think carefully before sending money to anyone that you do not know well. In particular, you should be cautious of deals or offers that seem too good to be true. If you think you have been or might be a victim of fraud, please contact us immediately by telephone at +1(512) 661-0575. If you are aware of anyone or any entity that is using the Service inappropriately, please email us at customersuccess@routeFusion.com.

And if you receive any fake (phishing) emails, purporting to be from RouteFusion, please forward them to us at customersuccess@routeFusion.com.

16. CONTACT INFORMATION

Questions, notifications, and requests for refunds or further information can be sent to RouteFusion, as follows: online customer support; by email at [customersuccess@route**fusion**.com](mailto:customersuccess@routefusion.com), by telephone at +1(512) 661-0575 or via mail at RouteFusion Inc, 1305 E 6th st Suite 4 Austin, Texas 78702