

OFX User Agreement - United States

Last Updated: March 14, 2017



Welcome to OFX

This User Agreement (the “Agreement”) is a legal contract between you and USForex Inc. dba OFX (“OFX”). This Agreement describes the terms and conditions that govern your access and use of OFX money transfer services (“Services”). Please read these terms carefully before deciding whether to accept them and continue with the registration process. By accessing and using the Services, you agree to be bound by this Agreement, as well as all agreements and policies that appear on our website including our [Privacy Policy](#), [E-Sign Consent Agreement](#) and the [Terms of Use](#).

As used throughout this Agreement, “website” refers to www.ofx.com, our mobile site and application. The terms “you” or “your” refers to individuals who use or access the Services. The terms “we” “us” and “our” refers to OFX.

1. Our Service

Our Service allows our customers to convert and transfer funds around the world. Upon creation of an account with OFX, users may initiate a currency conversion and money transfer (“Transaction”) to a designated recipient (“Recipient”) abroad. We offer additional products that may help protect you against fluctuations in exchange rates caused by market volatility such as Forward Contracts and Limit Orders.

2. Eligibility

In order to access or use our Services, you must reside in the United States and be at least eighteen (18) years old. You also must establish an account with OFX and provide all requested information. You must be capable of forming binding contracts under applicable law. You may not send a transfer on behalf of a third party. Our Services are not available to residents of Nevada and may not be available in whole or in part in other jurisdictions due to local laws and regulations.

3. Types of Accounts

We offer two types of accounts: personal and business accounts. You must register for the type of account that best suits the purpose of your Transactions.

a. Personal Accounts

Personal accounts are intended only to be used for transactions related to personal, family or household purposes. Personal accounts may not be used for business, commercial or merchant transactions. Some features of our Services may not be available to personal account holders.

b. Business Accounts

Business accounts should be used when you are conducting Transactions for commercial purposes such as the sale of goods and services. In order to establish a business account, your business must be organized or incorporated in the United States or you must be an individual operating as a sole proprietor. OFX and its affiliates may provide our Services to you in other countries or regions under a separate agreement. To register for a business account, you must provide us with all information requested. We may also collect personal information about the beneficial owners, principals or any employee that will be permitted access to the account. By establishing a business account and accepting the terms outlined in this Agreement, you attest that you will not use the account for personal, family or household purposes. You further agree that you are authorized to bind the business and submit information on its behalf. OFX reserves the right to request additional documentation, when the account is opened or any time thereafter, which demonstrates the authority of you or any representative that utilizes the account. If OFX determines that you are using a business account for personal or non-commercial purposes, we may suspend or terminate your account.

4. Account Management

You are responsible for safeguarding your log-in credentials. You agree to contact us immediately if you believe that your username and/or password has been lost, stolen or compromised in any way or you believe that an unauthorized person has accessed or may access your account. You further agree to provide true and accurate information. You must notify OFX promptly with any changes to your personal details such as your e-mail address or telephone number.

5. Verification

To help the government fight the funding of terrorism and money laundering activity, federal law requires that we obtain, verify and record certain information about you. Accordingly, we may request additional non-public personal information about you, your business or your designated Recipient. We may also ask you to provide documentation including but not limited to government-issued photo identification, business invoices, banking statements or other personal, financial or business information that may reasonably allow us to confirm your identity, validate the purpose of your transaction or authenticate your funding source. By accepting this agreement, you authorize us to make inquiries with certain third parties, such as credit reporting agencies or other information providers, that we deem necessary to verify your identity. We reserve the right to suspend or limit access to our Services if we are unable to sufficiently verify your information.

6. Accessing our Service

You can book a Transaction through our website www.ofx.com or by contacting our customer service agents at 1-888-288-7354. You can also access our Service through a mobile device. Please be advised that if you book transactions via a mobile device, your wireless carrier’s standard charges, data rates and fees may apply.

7. Booking Transactions

When initiating a Transaction, you will be asked to provide specific instructions concerning your Transaction, including but not limited to: (i) the full name of the Recipient; (ii) the Recipient’s bank account information including bank name, account number, IBAN, routing number and bank or branch codes; (iii) the amount you wish to transfer; and (iv) payment method information (“Instructions”). You should ensure that all information provided is accurate before submittal. Failure to provide accurate information, may result in delay or mis-delivery of funds. Upon submission of your Transaction you will receive a booking confirmation statement that details any applicable fees, the exchange rate applied and your instructions for delivery including Recipient account information (“Confirmation”). You must promptly notify us if you do not receive a Confirmation. You should carefully review the Confirmation and notify us immediately if you identify any errors or if any information included on the Confirmation is incorrect. Subject to your limited cancellation rights set forth in Section 15, all Transactions are final upon submission and cannot be canceled or amended unless otherwise required by law. We reserve the right to reject, cancel, delay or block any Transaction for any reason including because: (i) providing Services to you would constitute a violation of applicable law; (ii) you fail to provide adequate verification of your identity or purpose of your Transaction; (iii) failure to provide any additional information requested by us; (iv) we are unable to contact you for a period of 24 hours from the date of booking using the contact information you provided to us; (v) you provided false or misleading information; (vi) we believe in our sole discretion that the Transaction is unauthorized or inauthentic; or (vii) you are otherwise in breach of this Agreement.



8. Payment

You must ensure that we receive full payment for the Transaction amount within two (2) business days from the date the Transaction was booked. Your Transaction will not be completed and funds will not be delivered until we are in receipt of cleared funds in the full amount of the Transaction. Failure to provide payment may result in delays and/or losses borne by you. You may fund your Transaction by wire transfer from your bank account or by direct debit through the automated clearinghouse system (ACH). No other payment methods are accepted including without limitation cash, checks, electronic checks, credit cards, payments from third-party payment service providers or pre-paid cards.

a. Bank Transfer

If you choose to pay for your Transaction by bank wire transfer, you must transfer funds to our specified bank account immediately upon receiving the Confirmation. The Confirmation includes all the information required to facilitate the transfer from your bank account.

b. ACH Debit

In order to fund your transfer by direct debit from your bank account, you must either complete an [ACH Authorization Form](#) and return the signed form to us or link your bank account by clicking [here](#). Such authorization shall remain in effect until canceled or revoked in accordance with the terms of this Agreement. You may revoke your authorization by providing written notice to us. You acknowledge that revocation of an ACH Authorization will not terminate or affect any obligations you have under this Agreement. When you select direct debit payment method to fund a Transaction, you are providing authorization for OFX to make electronic withdrawals from your bank account in the amount you specify. You must notify us immediately if there is any discrepancy between the amount of your Transaction and the amount withdrawn from your bank account. If a direct debit fails due to insufficient funds or is otherwise rejected, we may attempt to re-debit your bank account one or more times.

9. Default for Non-Payment

We may deem you in default of this Agreement if you fail to make full payment for any Transaction when due or your payment by ACH direct debit bounces, is returned unpaid or otherwise is dishonored and no alternate form of payment is received by us. Your failure to pay any amount owed to us is a breach of this Agreement. In addition to the amount owed, you will be liable for losses resulting from reversing the Transaction and costs we incur during collection. Collection costs may include attorneys' fees and expenses, cost of arbitration proceedings, collection agency fees, applicable interest and other related costs.

10. Reversals

We reserve the right to reverse any Transaction that is deemed in default without notice to you. When we reverse a Transaction, we sell back the currency that we purchased at the time you booked the Transaction at the prevailing market rate. If the value of the purchased currency has strengthened, a loss will be incurred and you will be liable for the amount of that loss.

11. Right of Set-Off

You agree to pay all amounts owed to us on demand. You acknowledge that we may without prior notice to you satisfy or partially offset any loss payable by you by deducting the total amount of such loss (together with any fees or expenses) from any funds we hold in relation to any Transaction booked by you, including but not limited to an Advance Payment. If the collateral or funds that we hold is insufficient to cover the loss, you will remain liable to us for the remaining balance of the loss.

12. Forward Contracts

a. Overview

A "Forward Contract" allows you to lock in an exchange rate today for

settlement on a specified future date. If you hold a personal account, Forward Contracts must be booked by telephone. If you hold a business account, Forward Contracts can be booked online or by telephone. When you book a Forward Contract you must specify the date on which you wish to execute the transaction ["Settlement Date"]. The Settlement Date must be at least 48 hours, but no more than 12 months, from the date on which you book the Forward Contract. You must ensure that we receive payment for the full amount of the Forward Contract on or before the Settlement Date. If we do not receive full payment by the Settlement Date, we reserve the right to reverse the Transaction. You agree and acknowledge that you will be responsible for any losses resulting from such reversal.

b. Advance Payments

In some instances, we may request one or more partial payments as security in relation to a Forward Contract prior to the Settlement Date ["Advance Payment"]. The Advance Payment may be requested by us when you book the Transaction and/or at any time prior to the Settlement Date. The amount of any Advance Payment will be determined by us at our sole discretion and generally will be calculated as a percentage of the value of the Forward Contract. If you fail to provide an Advance Payment when requested by us, we reserve the right to reverse the Transaction and you will be responsible for any losses resulting from such reversal. In the event of losses realized from a reversal, we may exercise our right of set-off. You acknowledge and agree that no interest will be paid to you by OFX in relation to any funds held by us, including an Advance Payment.

c. Changes

Subject to your cancellation rights set forth in Section 15, once you book a Forward Contract, it cannot be canceled. In some instances, you may change your Settlement Date in relation to the whole or part of your Forward Contract by requesting an earlier Settlement Date ["pre-delivery"] or an extension of the Settlement Date ["roll over"]. We may grant the request for a new Settlement Date entirely at our discretion. You acknowledge and agree that if the Settlement Date is changed, the exchange rate initially provided may be adjusted by us.

d. Assumption of Risk

Due to the volatile nature of the foreign currency exchange market, the value of the currency sold by you may be less favorable on the Settlement Date than its value upon booking the Forward Contract due to the strengthening or weakening of the exchange rate during the period covered by the Forward Contract. You hereby expressly accept and assume such risk.

e. Regulatory Reporting

In accordance with U.S. law, OFX is required to report certain information about Forward Contracts to a swap data repository. You hereby consent and authorize disclosure of such information.

13. Limit Orders

A "Limit Order" allows you to enter into a Transaction that is executed only when a pre-set exchange rate is achieved. When initiating a Limit Order, you choose an exchange rate at which you wish to convert your funds ["Target Rate"]. Once the Target Rate is met, your Transaction is automatically executed.

A Limit Order may be amended or cancelled by you as long as it has not been executed or is in the process of being executed. All Limit Orders are considered final and binding once the Target Rate has been met. You may not under any circumstances cancel a Limit Order once the Target Rate is met, whether or not you received notification from us of such. You must ensure that we receive full payment for the Limit Order within two (2) days of the date of execution. A Target Rate is met when the rate you nominated has been exceeded by an amount that includes our profit



margin and OFX is able to fill the order with its wholesale provider. In some cases, market volatility may cause rapid exchange rate movements that do not allow sufficient time for us to fill the order with our wholesale providers. OFX does not guarantee that your nominated exchange rate will be met or that your Limit Order will be executed. If you do not specify a time period, your Limit Order will automatically expire 12 months from the date the order is booked if the Target Rate is not met before such expiration.

14. Fees

We only charge a transfer fee for Transactions that do not meet our minimum transfer amounts (“**Origination Fee**”). For Transactions in which you are converting U.S. dollars, there is no Origination Fee charged for transfers at or exceeding \$5,000 USD. For transfers where you are converting a currency other than U.S. dollars, please see our [Fee Schedule](#) for applicable Origination Fee. If an Origination Fee applies to your Transaction, the amount of the Origination Fee will always be disclosed to you prior to your finalizing the Transaction. The amount of the Origination Fee will be deducted from the transfer amount before conversion. Origination Fees do not include any fees that your bank may independently charge or any fees that may be charged by the Recipient’s bank. You should consult with your bank for information regarding those fees.

15. Cancellation and Refunds

You may cancel a transaction for a full refund within 30 minutes from the time the payment is authorized, unless the funds have been paid to the designated Recipient’s account. To cancel a transaction, you must notify us within the 30-minute timeframe by telephone at 1-888-288-7354. We will issue a refund within three (3) business days from the receipt of funds from your financial institution. If your Transaction is cancelled outside of the 30-minute window, the Transaction will be reversed in accordance with Section 10 and you may incur losses. Notwithstanding the above, residents of certain jurisdictions may have additional rights with respect to refunds and should review the following:

a. California. The following applies to transactions that are initiated by senders residing in California.

RIGHT TO REFUND: You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if OFX does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of funds from you unless otherwise instructed by you. If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money. If you want a refund, you mail or deliver your written request to OFX at 49 Stevenson St, 13th Floor, San Francisco, CA 94105. If you do not receive a refund, you may be entitled to your money back plus a penalty of up to a \$1,000 and attorneys’ fees pursuant to Section 2102 of the California Financial Code.

b. Washington. The following applies only to transaction that are initiated by senders residing in the State of Washington:

You, the customer, are entitled to a refund of all moneys received for transmittal within ten days of receipt of a written request for refund unless any of the following occurs:

- i. The moneys have been transmitted and delivered to the person designated by the customer prior to receipt of the written request for a refund;
- ii. Instructions have been given committing an equivalent amount of money to the person designated by the customer

prior to receipt of a written request for a refund;

- iii. OFX or its authorized delegate has reason to believe that a crime has occurred, is occurring, or may potentially occur as a result of transmitting the money as requested by the customer or refunding the money as requested by the customer; or
- iv. OFX is otherwise barred by law from making a refund.

16. Errors

You must take care to ensure that the Instructions you provide for your Transaction are correct. If we process a Transaction in accordance with your Instructions, you acknowledge that we are not responsible for any mistake caused by your failure to provide accurate Instructions including delivery to the wrong account or delivery of the wrong amount. You further acknowledge that we have no obligation to recover, reimburse or resend funds that are delivered to the wrong account as a result of your providing incorrect Instructions. Notwithstanding the above, OFX will make reasonable efforts to assist you in recovering funds sent in error. If you think there has been an error or problem with your remittance transfer:

- Call us at +1 888-288-7354;
- Write us at USForex Inc dba OFX, 49 Stevenson St, 13th Floor, San Francisco, CA 94105; OR
- E-mail us at: compliance@ofx.com

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- (1) Your name and address and telephone number;
- (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) Your Transaction Deal ID number.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results 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.

17. Recording Telephone Calls

We may, without notice or warning, monitor or record telephone conversations you or anyone acting on your behalf conducts with OFX for quality control and training purposes or for our protection. You acknowledge that we have no obligation to retain or make available to you such recordings.

18. No Margin or Speculative Trading

OFX is a money transfer service and does not offer any form of margin or trading services or products. Our Services are not intended to be used for speculative purposes. We will not enter into any type of set-off arrangement which would require settlement in the form of a payment of losses to us or pay out of profit to you as the result of an exchange rate movement.

19. No Advice or Recommendations

We will not take into account your specific financial circumstances or needs when you enter into a Transaction with us and we will not disperse any advice as to the suitability of any Transaction for you. To the extent that we provide any information, it will relate only to the mechanics of your Transaction or to publicly available information which should not be construed as financial or investment advice. You should obtain independent financial advice with respect to whether a particular



Transaction is appropriate for your particular circumstances. You are solely responsible for determining the type and timing of all Transactions you conduct.

20. Restrictions

You may not use this Service in connection with any illegal conduct or for certain activities which we deem inappropriate or unsuitable. You may not act as an aggregator or intermediary on behalf of any third party for the transfer or processing of funds for a third party. For a complete list of prohibited services, please review our Acceptable Use Policy. We may delay, suspend or reject a transaction or may refuse to provide our Services to you in the future for any reason, including without limitation if we suspect the transaction would subject us to financial or security risk or is unauthorized, fraudulent or would constitute a violation of this Agreement.

21. Mobile Application

We may offer software applications that are intended to be operated in connection with products made commercially available by Apple Inc. ("Apple"), among other platforms. With respect to software made available for your use in connection with an Apple-branded product ("Apple-Enabled Software"), in addition to the terms and conditions set forth in this User Agreement, the following terms and conditions apply:

- OFX and you acknowledge that this User Agreement is between OFX and you only, and not with Apple, and that as between OFX and Apple, OFX, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.

- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the usage rules set forth for Apple-Enabled Software, or otherwise be in conflict with the App Store Terms of Use.

- Your license to use the Apple-enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.

- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.

- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be OFX's sole responsibility, to the extent it cannot be disclaimed under applicable law.

- OFX and you acknowledge that OFX, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.

- In the event of any third party claim that the Apple-Enabled Software or the end-user's possession and use of that Apple-Enabled Software infringes that third party's intellectual property rights, as between OFX and Apple, OFX, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such

intellectual property infringement claim.

- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, please contact us using the contact information below.

22. Termination of Services

We may terminate this Agreement and close your account for any reason at any time upon notice to you. We will not be liable to you for compensation, reimbursement of damages of any kind that arise out of termination or suspension of the Service.

23. Notices and Electronic Communications

As an online service, most of our communications with you including but not limited to transaction receipts or confirmations, annual or periodic notices, updates to agreements and disclosures will be provided to you in electronic format, unless otherwise required by applicable law. We will provide these communications to you by posting them on the OFX website or by emailing them to you at the address listed in your profile. You agree and consent to receive such communications in electronic format. You further agree that such electronic communications have the same meaning and effect as if we had provided you with a paper copy. You may withdrawal your consent to receive all communications in electronically, but if you do so you will no longer be able to use our Services. For full details on electronic receipt of communications, including system requirements please see our [e-Sign Consent Agreement](#).

24. E-Signatures

By selecting the "I agree" box or typing your name as directed on the requisite form, you agree that your electronic signature constitutes your consent to be bound by this Agreement. You further acknowledge that your electronic signature is the legal equivalent of your manual/handwritten signature. You also agree that no certification authority or other third party verification is necessary to validate your signature and that lack of such certification will not in any way affect the enforceability of your signature or any resulting agreement between you and OFX. If you fail to provide your acceptance of this Agreement, you cannot open an account with us or otherwise use our Services.

25. Privacy

We are committed to protecting your privacy. Please review our [Privacy Policy](#) to learn more about how we safeguard, share and use your information.

26. Legal Process

We may be required to respond to and comply with valid legal orders affecting you, including but not limited to, writs of attachment, liens, subpoenas or other court orders ("Legal Process"). As a result, we may take certain actions such as holding payments, releasing your funds, or disclosing data or information about you or your Transaction to government agencies or other enforcement authorities. Unless prohibited by applicable law or regulatory requirements, we will notify you of any such action. You acknowledge that we do not have any obligation to contest or appeal any Legal Process involving you. OFX is not liable for any losses, whether direct or indirect, that you may incur in relation to our response or compliance with a Legal Process.



27. Limitation of Liability

IN NO EVENT SHALL OFX BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR ANY OTHER INTANGIBLE LOSSES (EVEN IF OFX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF OR RELATED TO YOUR USE OF OFX SERVICES OR DELAY OR INABILITY TO USE WEBSITE OR SERVICES REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION. UNDER NO CIRCUMSTANCES SHALL OFX'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED \$500.

28. Disclaimer of Warranty

THE OFX SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY. OFX, OUR PARENT AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, AGENTS, DIRECTORS AND SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

OFX makes no representations or warranties regarding uninterrupted and continuous access to the Service or the times required to complete a particular transaction because such events are dependent on many factors outside of our control. Some jurisdictions do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you.

We make every effort to processing transactions in a timely manner, but we make no representations or warranties regarding the time it takes to complete processing because our Services are dependent upon many factors outside of our control because our Services are dependent upon many factors outside of our control.

29. Indemnification

You agree to defend, indemnify and hold harmless OFX, its affiliates and subsidiaries and their respective officers, directors, employees, contractors, agents, licensors and suppliers from and against any claims or damages, including reasonable attorneys' fees, brought by any third party that result from your use of the Services or your violation of this Agreement.

30. Governing Law and Venue

Any dispute or claim arising out of this Agreement or related to our Services shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law provisions. Both you and OFX submit to the personal jurisdiction of the courts located within the county of San Francisco, California for the purpose of litigating such claims or disputes.

31. Force Majeure

We are not liable for any failure or delay in processing or other nonperformance caused by telecommunications or utility failures, equipment failures, labor strife, riots, war, terrorist act, fire or other acts of nature or any event over which we have no reasonable control.

32. Entire Agreement

This Agreement and all policies and agreements incorporated by reference constitute the entire agreement between you and OFX for the provision of Services. Except where expressly stated otherwise, the Agreement will supersede any prior agreements between you and OFX.

33. No Waiver

The failure of OFX to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of our right to enforce the same

right or provision on a future date. If any provision of this Agreement is found to be illegal or unenforceable, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

34. Modification of Terms

We may amend this Agreement from time-to-time by posting a revised version on our website. Such modifications will become effective upon the earlier of posting to our website or otherwise communicating the changes. Your continued use of our service after the effective date of the amendment or modification will be deemed acceptance thereof. If you do not agree with any modification, your sole remedy is to terminate your account with us.

35. Contact Us

If you have questions about this Agreement or wish to provide feedback for us to consider, please contact us at info@ofx.com, by phone at 1-888-288-7354 or by sending written correspondence to: Attn: Legal Department, 49 Stevenson St, 13th Floor, San Francisco, CA 94105.