

## TERMS AND CONDITIONS OF OUTWARD REMITTANCE VIA MONEYGRAM

### 1. Introduction

1.1. The MoneyGram® money transfer service ("Service") is provided by MoneyGram Payment Systems Inc., ("we" or "us") through a network of agents, authorised delegates, or other permitted entities ("Agents"). These Terms and Conditions, along with the Documentation (as defined in Section 1.3 below) used in connection with the Service in which these Terms and Conditions may be included or attached, constitute the entire agreement ("Agreement") between us with you, the individual sender of the Service ("you" or "Sender").

1.2. This Agreement and the Service allow you to send a money transfer (a "Transfer") to the person named on the form (the "Recipient") and allows them to collect in cash at a MoneyGram location (our "cash to cash" service). These terms and conditions apply to both services, except where we say they apply to only one of them.

1.3. You must sign any other documentation related to the Transfer, including all forms, receipts, or acknowledgments (collectively, the Documentation") in order to use the Service.

1.4. By using, or attempting to use, the Service in any capacity, you are acknowledging that you (i) accept the terms of this Agreement and (ii) have read the Documentation relating to the Transfer and that information as described on the Documentation is accurate.

1.5. For cash to cash Transfers, you can either send money within the same country or to a different "receive country". The Recipient can only collect the money in the receive country stated in the form. Once the Agent has processed this form and been given your money, the Recipient can collect the money at any Moneygram location in the receive this form and been given your money, the Recipient can collect the money at any Moneygram location in the receive country within minutes (during opening hours) in cash, in the currency stated in the form unless condition 2.2 below applies. We will not contact the Recipient when the money is ready to collect, so this is something you will need to do.

1.6. We do not offer the Service in all countries. You can call us, visit our website or ask an Agent to find out the availability of our Service, and addresses and opening times of locations offering the Service.

### 2. Charges and currency exchange

2.1. You must pay us the fee stated in the form. We will not charge you any other fee for the Transfer. You can only send money in a certain currency or currencies. The Agent will tell you whether a payout currency is available in the receive country and (if different to the currency

in which you pay us) what exchange rate will apply. Your chosen currency, the agreed exchange rate and the converted amount will be stated in the form.

2.2. For cash to cash Transfers to certain countries: (i) if the Transfer amount is stated in U.S. Dollars, and the Recipient's Agent does not pay out in that currency, they will convert the money into the local currency using either their or MoneyGram's standard exchange rate; (ii) if the money (whatever foreign currency it is sent in) is not collected within 45 days, the Recipient's Agent may recalculate the converted amount at the time of collection, using their or MoneyGram's standard exchange rate.

### **3. Restrictions on transfers.**

There are limits on the amount you are able to send. The Agent will, as necessary, tell you what they are. We may refuse to send the money or allow it to be collected if we reasonably believe that: (i) by doing so we might break any law, regulation, code or other duty that applies to us; (ii) doing so may expose us to action from any government or regulator, or (iii) it may be linked with fraudulent or illegal activity.

### **4. Cancelling and refunding a transfer**

You do not have a right to cancel the Transfer. We may nevertheless be able to cancel it before the Recipient collects or receives the money. If you wish to cancel the Transfer and request a refund of the Transfer amount, you can ask an Agent or write to us enclosing a copy of your completed form. We aim to process such requests promptly but in any case within 30 days.

### **5. Expired transfers**

If you ask us to make a Transfer to be collected in cash and the Transfer amount has not been collected within 90 days, we will treat the Transfer as no longer capable of execution (an "Expired Transfer"). We will have no obligation, after that 90 day period, to execute an Expired Transfer. If an Expired Transfer occurs, you will be entitled to a refund of the amount of the Expired Transfer. If you become aware that a transferred amount has not been collected, please contact us to ask for a refund.

### **6. Identification and pay out for cash to cash transfers**

6.1. In order to collect the money and complete a Transfer, the following must be provided: (i) Identification; (ii) the recipient's details from the form; (iii) the Sender's name; and (iv) the Transfer amount; and (v) the 8-digit reference number.

6.2. We will not have any liability in the event that the Transfer is disbursed, when and as applicable, to an individual who provides valid identification to the Agent describing such person as the Recipient (even if such identification was false or forged) and provides a Reference Number. You must not give the details referred to in condition 6.1 to anyone other than your chosen Recipient. You must also do all you reasonably can to make sure no one else can obtain them - for example, by (i) not letting anyone see the form; (ii) not writing down the reference number in a way that can be recognised, nor letting anyone overhear you tell the Recipient the reference number; and (iii) not trusting a person (other than the Recipient) who tries to assure you it is safe to disclose some or all of those details to them.

## **7. Additional conditions for cash to account transfers**

7.1. We will send the money to the account you specify in the form. For information on when a payment will be credited to such an account, you need to contact the Recipient's account provider.

7.2. The Recipient's account provider may apply its own charges to the Transfer, which do not involve us.

7.3. If you ask us to send money to an account and the Transfer was not made properly or never arrived, we will promptly refund your money and our fee - unless we can show that the account provider received the money or that there was a mistake in the Recipient's account details that you gave us.

## **8. Separate arrangements**

In addition to their offering of our Service, Agents may offer you their own products or services such as currency exchange. These additional products or services are separate and independent from the Service, are offered under the Agent's own terms and conditions, and do not involve MoneyGram in any way. These additional products and services are likely to have their own fees associated with them.

## 9. Our liability

9.1. We will not be liable to you if we break this Agreement due to: (i) abnormal and unforeseeable circumstances outside our control where we could not avoid breaking this Agreement despite all efforts to the contrary - this may include, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; or (ii) our obligations under English or other applicable laws to which we may be subject to.

9.2. We are not liable to you for more than the amount of money you send and our fee. We will not be liable for any incidental, indirect, special or consequential losses or costs you suffer or, as this Agreement is made with you as a consumer, any business losses or costs (such as loss of business profits or opportunities)

9.3. Our Service is for persons 18 years and over and may not be used for escrow or trust or gambling purposes, and may only be used for a lawful purpose. Please also read the fraud warnings on the form. If you ask us to pay someone who turns out to have defrauded you, or who fails to meet their obligations to you, we will not be liable as a result.

## 10. Other terms

10.1. We will report money transfers to any government authorities if we are required to do so by law.

10.2. The Transfer and use of our Service does not involve you or the Recipient having a “deposit” or an account with MoneyGram.

10.3. These conditions have been prepared, and will be executed, in the English language, which shall be the governing language for all purposes. In the event of any conflict between the English version of the Agreement and any translated version of the Agreement, the English version of the Agreement shall govern and we will communicate with you in English.

## 11. Data privacy

11.1. To be able to provide our services we collect and process personal data of senders and recipients. The scope of this information depends on a specific product or service and

includes your contact and identification information. We share this information with third parties such as our affiliated companies or vendors to be able to process your transactions, detect and prevent fraud and other illegal activities such as money laundering operations, cooperate with criminal or governmental investigations, in accordance with applicable laws or market our products and services to you. In addition, the personal information we collect is transferred outside the country of collection for international transfers and for further processing. For details on our privacy practices and your rights, please visit [www.moneygram.com/privacy-notice](http://www.moneygram.com/privacy-notice).

11.2 To opt out of receiving marketing communication from us, you may: (i) click on the “unsubscribe” link at the bottom of the MoneyGram marketing email you’ve received; (ii) reply “MGISTOP” to a text or SMS message; or (iii) contact us at [privacyprogramoffice@moneygram.com](mailto:privacyprogramoffice@moneygram.com).

## 12. Contact details and customer service information

We are committed to ensuring that you receive high quality service from us. In the event that you are dissatisfied with our Service or believe an error has occurred with your Transfer, please contact us as soon as possible. For full details of our complaints procedure or consumer protection advice, or to submit a complaint, you can:

- Visit our website [www.moneygram.com](http://www.moneygram.com) and submit the online form;
- Write an email to [customerservice@moneygram.com](mailto:customerservice@moneygram.com);
- Write to us at: MoneyGram, Konstruktorska Business Centre, 13 Konstruktorska Street, Warsaw, Poland 02-673.