

## MoneyGram Send Form Conditions

### 1. INTRODUCTION

- 1.1 This agreement is between you and MoneyGram International Limited (“us”) acting through one of MoneyGram’s representatives (“service reps”) as our agent. The terms in the form are part of this agreement.
- 1.2 You must sign the form and ensure all sections have been fully and accurately completed. If you do not, we may not be able to send the money. You must inform us if any of the information you provide changes before the recipient collects or receives the money.
- 1.3 This agreement is for us to provide you with our MoneyGram® Money Transfer service, which allows you to send money to the person named on the form (the “recipient”) (a) to collect in cash at a MoneyGram location (our “cash to cash” service); or (b) to receive into his/her bank account (our “cash to account” service). These conditions apply to both services, except where we say they apply to one of them.
- 1.4 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 your service rep has processed 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(a) below applies. We will not contact the recipient when the money is ready to collect, so this is something you will need to do.
- 1.5 We do not offer our services in all countries. You can visit our website or ask a service rep to find out the availability of our services, and addresses and opening times of locations offering the MoneyGram service.
- 1.6 **Our contact details:** our website is [www.moneygram.com](http://www.moneygram.com) ; our address for writing to us is MoneyGram International Ltd., 1 Bevington Path, 49–51 Tanner Street, London ENGLAND SE1 3PW; and our email address is [customerservice@moneygram.com](mailto:customerservice@moneygram.com) .

### 2. CHARGES AND CURRENCY EXCHANGE

- 2.1 You must pay us the fee stated in the form. You will not be charged any other fee for the transfer. You can only send money in a certain currency or currencies. Your service rep will tell you whether a payout currency is available at a particular service rep. location 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 However, for cash to cash transfers to a receive country outside of the European Union, Norway, Iceland and Liechtenstein (the “EEA”): (a) if the transfer amount is stated in U.S. Dollars, and the recipient’s service rep does not pay out in that currency, he/she will convert the money into the local currency using our or his standard exchange rate; (b) if the money (whatever foreign currency it is sent in) is not collected within 45 days, the recipient’s service rep may recalculate the converted amount at the time of collection, using our or his standard exchange rate.

### 3. RESTRICTIONS ON TRANSFERS

- 3.1 There are limits on how much you can send. Your service rep 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: (a) by doing so we might break any law, regulation, code or other duty that applies to us; (b) doing so may expose us to action from any government or regulator; or (c) it may be linked with fraudulent or illegal activity.
- 3.2 Unless the law prevents us, we will try to call or write to tell you the reasons for our refusal and how you can put right any errors in your instructions. If you prefer (and the law allows), or if the law requires, we will return the money to you.

### 4. CANCELLING AND REFUNDING A TRANSFER

- 4.1 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 your service rep 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.
- 4.2 For a cash to cash transfer, if the transfer was not made properly or never arrived, we will promptly refund the money and our fee if appropriate after investigating the circumstances surrounding the execution of the transfer.
- 4.3 However, we will not be liable where you have not met your obligations in condition 5.3 and the money is paid to someone who gave the service rep what it reasonably believed to be valid identification for the recipient (“Identification”).
- 4.4 We will not refund you if we are not liable under condition 8.4.

### 5. IDENTIFICATION AND PAY OUT FOR CASH TO CASH TRANSFERS

- 5.1 In order to collect the money and complete a transfer, Identification will have to be provided. For certain transfers (depending on the receive country and amount - your service rep has the details) the test answer you have set in the form may be required in addition to Identification or instead of Identification.
- 5.2 The reference number of the transfer will normally also need to be provided to the service rep. Please note that the reference number is not always required to collect the money (again, you can find out what is required from your service rep).
- 5.3 You must not give the reference number, test answer or recipient’s details to anyone other than your chosen recipient, and do all you reasonably can to make sure no one else can obtain them - for example, by (a) not letting anyone see the form; and (b) not writing down the test question answer or the reference number in a way that can be recognised, nor letting anyone overhear you tell the recipient what they are.

### 6. ADDITIONAL CONDITIONS FOR CASH TO ACCOUNT TRANSFERS

- 6.1 We will send the money to the bank account you specify in the form. If the account is in the EEA, the bank holding the account will receive the money within four business days (Monday to Friday, but not public holidays) of you asking us to send it (you can ask your service rep whether it is likely to be sooner). That bank is required by law to put the money into the recipient’s account as soon as it is received. Banking practices may vary if you send money to an account outside the EEA – for more information on when a payment will be credited to such an account, you need to contact the recipient’s bank. The recipient’s bank may apply its own charges to the transfer, which do not involve us.

6.2 If you ask us to send money to a bank 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 bank received the money or that there was a mistake in the recipient’s bank account details that you gave us.

**7. SEPARATE ARRANGEMENTS WITH SERVICE REPS**

Service reps may offer additional services to recipients under separate agreements, which do not involve us (and so for which we are not liable). Service reps may charge extra for those services, and will use a currency conversion rate of their choice if they involve changing currency.

**8. OUR LIABILITY**

8.1 We will not be liable if we break this agreement because of: (a) 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 (b) our obligations under English or European Community law.

8.2 You must email or write to us as soon as you reasonably can if you think a transfer was not made properly or never arrived. We will not refund money to you under condition 4.2 or 6.2 if you unduly delayed telling us about the problem and in any event told us more than 13 months after sending the money.

8.3 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).

8.4 Our service is for you to send money to a private individual known by you rather than to make a commercial payment, and you must not use it for those types of transaction. You must also follow 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.

8.5 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce this agreement.

8.6 Nothing in this agreement limits our liability for acting fraudulently or very carelessly or otherwise excludes or limits our liability to the extent that we are unable to exclude or limit it by law.

**9. OTHER TERMS**

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

9.2 If a transfer was not made properly or never arrived, we will investigate and do what we can to find the destination of the money (and call or write to tell you of the outcome) if you ask us to. Where there was a mistake in the recipient’s details you gave us, we will make a reasonable effort to recover the money.

9.3 None of our services involve you or the recipient having a “deposit” or a deposit account with us (or any other company helping with the transfer, apart from the receiving bank for a cash to account transfer) at any time.

9.4 English law applies to this agreement (and to our dealings with you with a view to entering into this agreement), and we will communicate with you in Slovenian. If there is any difference between the English and Slovenian version of these conditions, the English version will apply.

9.5 Some of these conditions are based on expected regulatory requirements that will not be made until after this document is prepared for printing. If any condition turns out to be inconsistent with a regulatory requirement, we will not rely on it but will treat it as if it did reflect the relevant regulatory requirement and we will make any changes to these conditions that are required to reflect that requirement when they are next reprinted. (A “regulatory requirement” is any law, regulation, code or industry guidance that applies to us.)

**10. DATA PROTECTION**

10.1 We are committed to protecting your privacy. We may use your and the recipient’s personal information and the details of your transfer, and store them on our databases, in order to provide you and the recipient with transfer services, for managing our business (including administering our ongoing relationship with you) and for market research as permitted by applicable law. You must have the recipient’s consent to share his personal information with us.

10.2 We may, for those purposes, share the information with our parent and other MoneyGram companies, service reps and other service providers, who may be located outside of the EEA. Where they are in the USA, we will meet the US - European Union “Safe Harbour” data protection principles. We will not share the information with anyone else except as required by law. We have security practices and procedures in place to restrict access to personal information as appropriate.

10.3 You may request access to your personal information, ask for the information to be corrected or updated or, for legitimate reasons, oppose its processing, by writing to or e-mailing us (Attn: Privacy Officer).

10.4 By completing and signing the form, you agree to our collection, use and transfer of your and the recipient’s personal information for the above purposes, including transfers to the USA and to the receive country. Our website sets out our latest data protection policy and we will, as required by law, tell you about any changes to such policy.

**11. COMPLAINTS**

11.1 We are committed to providing you with the best service at all times. In the unlikely event that you are dissatisfied with our service, 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, email us, or write to Customer Relations at the address in condition 1.6.

11.2 We will deal with your complaint promptly and fairly. We will try our best to resolve your complaint at the first opportunity. In case we feel we need more time to resolve your complaint, we will send you an acknowledgement within five working days and send you a final response letter within 8 weeks of receipt of your complaint. If you do not receive our final response after 8 weeks or you are unhappy with our final response, you may be able to refer it to an independent complaints handling body – for details, please see our complaints procedure; we will also provide you with the details if you contact us to complain.

**12. HOW WE ARE REGULATED**

We are a payment institution authorised and regulated by the Financial Services Authority (“FSA”) in the United Kingdom. The FSA Register is available at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).