

MoneyGram Receive 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 This agreement allows you to receive money that a “sender” has agreed to make available to you in a currency and for an amount specified by him, to collect at a MoneyGram location in the country chosen by the sender, as part of our MoneyGram® Money Transfer service, and we will not charge you for this service. Note that the service is for you to receive money as a private individual known to the sender rather than to receive money as a commercial payment.
- 1.3 You must sign the form and fully and accurately complete all your sections in it. The service rep will normally ask for the reference number of the transfer (which you can get from the sender). Please note that the reference number is not always required to collect the money.
- 1.4 You must provide the service rep with what it reasonably believes to be valid identification. For certain transfers (depending on the receive country and amount), the service rep may require the correct answer to the test question set by the sender in addition to such identification or instead of identification. You can then collect the money and complete the transfer.
- 1.5 **Our contact details:** our website is 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 .

2 RESTRICTIONS ON COLLECTION

- 2.1 The sender may cancel the transfer.
- 2.2 We may refuse to allow the money 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.
- 2.3 You can write, or email us to tell you (unless the law prevents us) the reasons for our refusal and how you can put right any errors that led to our refusal. If the sender prefers (and the law allows), or if the law requires, we will return the money to the sender.

3 GENERAL

- 3.1 If the transfer is not made properly or never arrives, we may be liable to the sender. We will not be liable to you, except that nothing in this agreement excludes or limits our liability to the extent that we are unable to exclude or limit it by law.
- 3.2 We will report money transfers to any government authorities if required to do so by law.
- 3.3 None of our services involve you having a “deposit” or a deposit account with us (or any other company helping with the transfer) at any time.
- 3.4 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.
- 3.5 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.
- 3.6 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.)

4 DATA PROTECTION

- 4.1 We are committed to protecting our privacy. We may use your personal information and the details of the transfer, and store them on our databases, in order to provide you with transfer services, for managing our business (including administering any ongoing relationship with you) and for market research as permitted by applicable law.
- 4.2 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 (which is the European Union countries, Norway, Iceland and Liechtenstein). 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.
- 4.3 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).
- 4.4 By completing and signing the form, you agree to our collection, use and transfer of your personal information for the above purposes, including transfers to the USA and the country from which the money was sent. Our website sets out our latest data protection policy and we will, as required by law, tell you about any changes to such policy.

5 COMPLAINTS

- 5.1 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 1.5.
- 5.2 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.

6 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 .

7 SEPARATE ARRANGEMENTS

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

Določila in pogoji MoneyGram za prejemanje denarja

1. UVOD

- 1.1 Ta pogodba je sklenjena med vami in MoneyGram International Limited (»**nami**«) preko enega od predstavnikov MoneyGrama (»**zastopniki**«) kot našim zastopnikom. Določila na obrazcu so del te pogodbe.
- 1.2 Ta pogodba vam omogoča prejetje denarja, ki ga je »**pošiljatelj**« namenil vam v valuti in znesku, ki ga je določil, da ga prevzamete na zastopstvu MoneyGrama v državi, ki jo je izbral pošiljatelj, kot del naše storitve nakazila denarnih sredstev MoneyGram®, za katero vam ne bomo zaračunali nadomestila. Vedite, da je storitev namenjena prejetju denarja s strani posameznikov, ki jih pošiljatelj pozna zasebno, in ne za prejemanje denarja kot poslovno plačilo.
- 1.3 Obrazec morate podpisati ter v celoti in pravilno izpolniti vse razdelke. Zastopnik običajno zahtevaj sklicno številko nakazila (ki jo lahko dobite od pošiljatelja). Za prevzem denarja ni vedno potrebna sklicna številka.
- 1.4 Zastopniku morate predložiti podatke, ki jih lahko upravičeno jemljemo kot veljavno identifikacijo. Za določena nakazila (odvisno od države prejema in zneska), lahko zastopnik poleg identifikacije ali namesto identifikacije zahteva pravi odgovor na testno vprašanje, ki ga je postavil pošiljatelj. Nato lahko prevzamete denar in zaključite nakazilo.
- 1.5 **Podatki za stik z nami:** naše spletno mesto je www.moneygram.com; naš naslov, kamor nam lahko pišete, je: MoneyGram International Ltd., 1 Bevington Path, 49–51 Tanner Street, London, ENGLAND, SE1 3PW; in naš elektronski naslov je customerservice@moneygram.com

2. OMEJITVE PRI PREVZEMU

- 2.1 Pošiljatelj lahko prekliče nakazilo.
- 2.2 Lahko zavrnemo prevzem denarja, če upravičeno domnevamo, da: (a) bomo na ta način prekršili kakršenkoli zakon, predpis, zakonik ali drugo obveznost, ki se nanaša na nas; (b) se bomo na ta način izpostavili tožbi s strani vlade ali zakonodajalca; ali (c) je morda povezano z goljufivo ali nezakonito dejavnostjo.
- 2.3 Lahko nam pišete preko navadne ali e-pošte, da vam pojasnimo (razen če nam to preprečuje zakon) razloge za našo zavrnitev in kako lahko popravite napake, ki so pripeljale do naše zavrnitve. Če bi pošiljatelj raje videl (in če zakon dovoljuje) ali če zakon to zahteva, bomo denar vrnili pošiljatelju.

3. SPLOŠNO

- 3.1 Če nakazilo ni pravilno izvedeno ali sploh ne prispe, za to lahko odgovarjamo pošiljatelju. Vam pa ne odgovarjamo, le da nič iz te pogodbe ne izključuje ali omejuje naše odgovornosti do stopnje, ko tega nismo zmožni izključiti ali omejiti z zakonodajo.
- 3.2 Denarna nakazila bomo javili državnim organom, če to zahteva zakon.
- 3.3 Nobena od naših storitev ne zahteva, da bi imeli pri nas kadarkoli »depozit« ali depozitni račun (ali da bi katerokoli drugo podjetje pomagalo pri izvedbi nakazila).
- 3.4 Za to pogodbo (in naše poslovanje z vami, zaradi katerega smo sklenili to pogodbo) velja angleška zakonodaja in z vami se bomo sporazumevali v slovensščini. Če se angleška in slovenska različica teh pogojev razlikujeta, velja angleška različica.
- 3.5 Oseba, ki ni pogodbeni stranka, ne bo imela nobenih pravic po zakonu o pogodbah (Pravice tretjih oseb) iz leta 1999 ali kakšnih drugih pravic, da bi uveljavljala to pogodbo.
- 3.6 Nekateri pogoji temeljijo na pričakovanih pravnih predpisih, ki ne bodo izvajani, dokler ta dokument ne bo pripravljen za tiskanje. Če katerikoli pogoj ni skladen s pravnimi predpisi, se ne bomo zanašali nanj, temveč ga bomo obravnavali, kot da odraža bistvene pravne predpise, hkrati pa bomo pogoje, ki morajo vsebovati te pravne predpise, ob ponatisu ustrezno spremenili. (»Pravni predpis« je vsak zakon, uredba, zakonik ali panožna smernica, ki velja za nas.)

4. ZAŠČITA PODATKOV

- 4.1 Zavezani smo k zaščiti vaše zasebnosti. Vaše osebne podatke in podrobnosti nakazila lahko uporabimo in jih shranimo v naše zbirke podatkov, da vam lahko zagotavljamo storitve nakazil, za vodenje poslovanja (vključno z upravljanjem vsakršnega razmerja z vami) in za tržne raziskave, kot jih dovoljuje veljavna zakonodaja.
- 4.2 V te namene lahko podatke delimo s svojim matičnim podjetjem in drugimi podjetji MoneyGrama, zastopniki in drugimi ponudniki storitev, ki se lahko nahajajo izven EGP (kamor spadajo Evropska unija, Norveška, Islandija in Lihtenštajn). Če se nahajajo v ZDA, bomo upoštevali načela varovanja podatkov »varnega pristana« med ZDA – Evropsko unijo. Podatkov ne bomo delili z nikomer drugim, razen če tako zahteva zakon. Vzpostavljene imamo varnostne prakse in postopke, ki ustrezno omejujejo dostop do osebnih podatkov.
- 4.3 Pisno preko navadne ali e-pošte ali preko telefona lahko zahtevate dostop do svojih osebnih podatkov, lahko zahtevate njihov popravek ali posodobitev ali, iz upravičenih razlogov, nasprotujete njihovi obdelavi (Prejemnik: Odgovorni za zasebnost).
- 4.4 Z izpolnitvijo in podpisom obrazca se strinjate z našim zbiranjem, uporabo in prenosom vaših osebnih podatkov za zgoraj navedene namene, vključno z nakazili v ZDA in državo, iz katere je bil denar poslan. Na našem spletnem mestu najdete našo najnovejšo politiko varovanja podatkov in kot zahteva zakon, vas bomo obveščali o vseh spremembah.

5. PRITOŽBE

- 5.1 Ves čas se trudimo zagotavljati najboljšo možno raven storitev. V malo verjetnem primeru, da z našo storitvijo ne boste zadovoljni, se čimprej obrnite na nas. Za popolne podrobnosti o našem pritožbenem postopku ali napotke za varstvo potrošnikov ali za vlogo pritožbe lahko obiščete našo spletno mesto, nam pošljete e-pošto ali nam pišete na službo za odnose s strankami na naslov v pogodbenem določilu 1.5.
- 5.2 Vašo pritožbo bomo obravnavali hitro in pravično. Po najboljših močeh se bomo trudili za čim hitrejšo rešitev vaše pritožbe. Če bomo menili, da za njeno rešitev potrebujemo več časa, vam bomo v petih delovnih dneh poslali potrditev o prejemu, dokončen odgovor pa boste prejeli v osmih tednih od prejema vaše pritožbe. Če v osmih tednih ne prejmete našega končnega odgovora ali pa z njim niste zadovoljni, ga lahko posredujete neodvisnemu organu za razreševanje pritožb – za podrobnosti si oglejte naš pritožbeni postopek; podrobnosti vam bomo posredovali tudi mi, če se na nas obrnete s pritožbo.

6. KAKŠNA JE NAŠA ZAKONSKA UREDITEV

Smo plačilna ustanova, ki jo zakonsko ureja Uprava za finančne storitve (Financial Services Authority) (»**FSA**«) v Veliki Britaniji. Register FSA je na voljo na spletnem mestu www.fsa.gov.uk/register

7. POSEBNI DOGOVORI

Zastopniki vam lahko pod posebnimi dogovori ponudijo dodatne storitve, ki niso povezane z nami (in zanje potemtakem ne odgovarjamo). Zastopniki vam lahko za te storitve zaračunajo dodatne stroške in uporabijo poljuben menjalni tečaj, če morajo zamenjati valuto.