

MoneyGram Terms and Conditions for Sending Money

1. INTRODUCTION

1.1. The MoneyGram money transfer service ("Service") is provided by MoneyGram International SA. ("MoneyGram", "we" or "us") through a network of agents ("Agents"). MoneyGram is a public limited company established in Belgium with registered seat at Rue Joseph Stevens 7, BE-1000 Brussels, Belgium (registration no. 0671.690.653). MoneyGram is a payment institution authorized and regulated by the National Bank of Belgium. For further information please visit www.nbb.be.

1.2. The Service allows you to send money ("Transfer") to the person designated by you ("Receiver") as a single transaction. The Receiver may then collect a Transfer in cash at a MoneyGram location ("cash-to-cash") or receive the Transfer into their bank account or other type of account (i.e. mobile wallet) ("cash-to-account").

1.3. By completing and signing the form and provision of the amount to be transferred you confirm the accuracy of the completed data and consent to the execution of the Transfer (receipt of the order by us). Your chosen currency, the execution time, the applicable exchange rate and the converted amount will be stated in the form. You are required to inform the Recipient that a Transfer is ready for collection. There may be limits on the maximum amount you can send. The agreement with us only becomes binding once we confirm the Transfer and we provide a reference number to you.

1.4. Once we confirm the Transfer, the Receiver may collect the money from a MoneyGram location during the operating hours, subject to local restrictions. Depending on the delivery option you selected in the form and availability of that option and the specific characteristics of the Transfer, in case of cash-to-cash Transfer, the Recipient will be able to collect the money within minutes ("10 Minute Service"), the next day (which will either be from 7:00am local time or after 24 hours of the Transfer being sent, depending on the availability ("Next Day Service"), or after 48 hours of the Transfer being sent ("48 Hour Service"). Further additional restrictions may apply. Please call our customer service for further information.

1.5. For cash-to-account transfers we will send the money to the account you specify in the form. For (i) transfers outside of the EEA; or (ii) in the case of a transfer with more than one currency conversion from EUR and the currency of a EEA country, which is not part of the Eurozone; or (iii) for cross-border transfers not taking place in EUR, the Receiver will obtain the money within four business days of you asking us to send it at the latest.

1.6. We may refuse to send the money or allow it to be collected if: (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. In such case, we will provide the reasons for a refusal if allowed by law.

2. CHARGES AND CURRENCY EXCHANGE

2.1. The transfer fee, the selected currency as well as the applicable exchange rate are set out on the form. You are required to pay the fee for the transfer, unless this is not required by any local requirements of the receive country. In certain countries, local taxes and services charges may be levied. We will only charge you the transfer fee. For cash-to-account transfers, the Receiver may be charged by their bank for receiving money on their account.

2.2. Transfers are usually paid out in the local currency of the receive country. In some countries, there are different currencies or only alternative currencies available. Our exchange rate is based on the closing rates available on the financial markets globally plus a margin, the details of which will be communicated to you by our Agent before executing the Transfer. Exchange rates are subject to variations on the financial markets which we cannot influence and may change several times a day. MoneyGram also generates proceeds from the exchange conversion. In some countries, the currency conversion only takes place at the time of collection of a Transfer due to local requirements. In this case, the stated exchange rate is only an estimate.

2.3. For cash-to-cash transfers to a receive country outside of the European Economic Area ("EEA"), if the transfer amount is stated in USD and the collection location does not pay out in USD, the money will be converted into the local currency using our or the Agent's standard exchange rate.

3. CANCELLING AND REFUNDING A TRANSFER

3.1. You are only entitled to cancel a Transfer if it has not yet been collected by the recipient or credited into an account. You can cancel at our Agent location or via our customer service. Where a Transfer is cancelled, we will only refund the transfer amount.

3.2. Where a Transfer was not authorized by you or was not made properly or accurately, we will refund the transfer amount and the fee in accordance with applicable law provided (i) you have notified us about it (in accordance with clause 8) without undue delay upon becoming aware of it, and (ii) the situation is not due to abnormal and unforeseeable circumstances outside of our control.

4. EXPIRED TRANSFERS

In case the Transfer has not been collected within 90 (ninety) days by the Recipient, the Transfer is no longer capable of execution ("Expired Transfer"). We will have no obligation, after that 90-day period, to execute an Expired Transfer. We will hold the amount of the Expired Transfer on behalf of the Sender for a period of thirteen (13) months from the date the Transfer becomes an Expired Transfer. We will use our best efforts to reach the Sender to arrange for a refund of the amount of the Expired Transfer. To do so, We will notify the Sender using the email and phone number information provided by the Sender at the time of completing the send forms. Should the Sender's contact details be incorrect or become outdated, We will not be able to reach him/her. Therefore, during the thirteen (13) month-period, the Sender should inform us of any changes to his/her contact information via his/her preferred channel. Our contact centers will try reaching the Sender at least four (4) times and if the contact is successful, We will explain to the Sender the options for obtaining a refund of the Expired Transfer. Should the Sender not respond within thirteen (13) months as of the date the Transfer becomes an Expired Transfer, and provided that We have used all best efforts to reach the Sender (as specified above), the Sender will be deemed to have waived his/her right, in respect of MIS, to the ordinary refund of the amount of the Expired Transfer and the safeguarding protections over funds - provided under article 10 of Directive (EU) 2015/2366, as amended - will not apply. After thirteen (13) months, any future repayment to Sender will be performed by MIS parent company and approved outsourcing provider MoneyGram Payment Systems, Inc., having its principal place of business at 1550 Utica Avenue South, Minneapolis, MN 55416, USA.

5. IDENTIFICATION AND PAY OUT FOR CASH TO CASH TRANSFERS

5.1. In order to collect the money and complete a Transfer, the intended Receiver will be asked to identify themselves by providing an identification document and their own details, the sender's name, country of origin, the transfer amount and the 8-digit reference number ("Collection Details"). Cash payment shall be made to the person that our Agent deems entitled to receive the money transfer after examination of the identification document. The identification requirements vary by country. For further information please ask our Agent or our customer service.

5.2. You are required to ensure that your provided information as well as the 8-digit reference number of the transfer is not disclosed to third parties or made publicly available, except for the disclosure to your chosen recipient. If you disclose any collection details to anyone other than your chosen Receiver then (i) you can make it easier for someone to impersonate the Receiver and collect the transfer in their place; and (ii) we will not be liable if we pay the money to someone (other than the Receiver) who gives the Agent the Collection Details and what our Agent reasonably believes is a valid evidence of identification.

6. OUR LIABILITY

6.1. We will not be liable if we break this agreement because of abnormal and unforeseeable circumstances outside our control where we could not avoid breaking this agreement despite all efforts to the contrary. We will not be liable for any incidental, indirect or consequential damages you suffer.

6.2. Nothing in this clause 6 shall (a) exclude or limit liability on our part for death or personal injury resulting from our negligence or fault; or (b) exclude liability for our willful misconduct, gross negligence or fraud.

6.3. You must call us 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 3.2 if you unduly delayed telling us about the problem and in any event told us more than 13 months after sending the money.

6.4. By instructing us to make the Transfer you confirm that you have acknowledged the fraud warnings on the form and that the Transfer is not made for any of the reasons stated in the warnings. 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.

7. DATA PRIVACY AND DATA PROTECTION

7.1. 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.

7.2. We are legally obliged to process your personal data for the prevention of money laundering and terror financing, in particular under Regulation 2015/847/EC.

7.3. Mandatory disclosure to the Central Point of Contact of the National Bank of Belgium

7.3.1. Certain data of the Client, proxy holder(s) and natural persons who carry out cash financial transactions on behalf of the Client are communicated by MIS International SRL (hereinafter referred to as "MIS") to the Central Contact Point (hereinafter referred to as the "CPC"). The CPC is managed by the National Bank of Belgium (located at 14, Boulevard de Berlaimont, 1000 Brussels), which is responsible for the processing of the CPC in accordance with the Law of 8 July 2018 on the organisation of a central point of contact for accounts and financial contracts and on the extension of access to the central database of reports of seizure, delegation, transfer, collective debt settlement and protest and Article 322 § 3 of the 1992 Income Tax Code. Within the limits set by the aforementioned Law of 8 July 2018, MIS is obliged to disclose the following information to the CPC: 1) with regard to the Client: the identification number with the National Register of natural persons or, in the absence thereof, the surname, the first official first name, the date of birth or, if the exact date is unknown or uncertain, the year of birth, the place of birth if known and the country of birth; 2) the existence of one or more financial transactions involving cash executed by MIS and deposited or withdrawn by or on behalf of the Client and, in the latter case, the identity of the natural person who actually deposited or received the cash on behalf of that Client, together with the date thereof.

7.3.2. The retention period of the data recorded in the CPC expires: - with regard to data relating either to the existence in the Client's name of a financial transaction involving cash or to the status of a natural person who actually deposits or receives cash on behalf of the Client in the context of this transaction: ten years from the end of the calendar year during which MIS notified the CPC of the existence of this financial transaction involving cash; - with regard to identification data: at the end of the last calendar year of an uninterrupted period of ten calendar years during which no data concerning the existence of a financial transaction involving cash is recorded in the CPC in relation to the person concerned. On expiry of the aforementioned retention period, the expired data will be irrevocably deleted.

7.3.3. The list of information requests submitted to the CPC by the persons entitled to receive the information is held by the National Bank of Belgium for 2 calendar years. Data disclosed to the CPC can be used for the verification and collection of (non-)tax revenues, the detection and prosecution of criminal offences, the solvency investigation prior to the collection of sums seized by the judicial authorities, in the framework of exceptional methods for the collection of data by the intelligence and security services, by bailiffs in the framework of the preventive seizure of bank accounts, for notarial searches in the framework of the preparation of inheritance declarations and to prevent the use of the financial system for the purposes of money laundering and terrorist financing and serious crime, subject to compliance with the conditions imposed by the abovementioned Law of 8 July 2018. Every person concerned is entitled to inspect data held in his/her name by the CPC at the National Bank of Belgium. He/she may submit a written request to the National Bank of Belgium to that end. He/she can also request that MIS or the National Bank of Belgium corrects and deletes incorrect data held in his/her name by the CPC. This right must preferably be exercised through MIS if the latter has disclosed the data concerned to the CPC.

7.4. 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.

8. CUSTOMER SERVICE & COMPLAINTS

8.1. For questions, complaints or other matters you can contact us as follows:

- Phone: 0 80058201 (toll free - you may be charged for calls to this number by mobile phone);
- Email: customerservice@moneygram.com;
- Mail: Customer Services Department, MoneyGram International., Resolution Assurance Department, Konstruktorska Business Centre, 13 Konstruktorska Street, Warsaw, Poland 02-673.

8.2. You agree that we may communicate with you via email and in the English language. We aim to resolve any complaint within 15 business days. In case of reasons beyond of our control, we will notify you of such reasons and may extend our response period to up to 35 business days. If you do not receive our final response or you are unhappy with our final response, you can:

- Write to Ombudsfin at North Gate II, Boulevard du Roi Albert II, n°8, bte. 2, 1000 Bruxelles;
- Phone: +32 2 545 77 70
- Email: ombudsman@ombudsfin.be or
- Complete an online form at their Website: <https://www.ombudsfin.be/>.

You should do so within 6 months from the date of the final response. You may also have the right to refer your complaint to the local ombudsman in your territory and follow the local out of court and redress procedures to register your complaint. Further information can be found on the website of the European consumer financial complaints network at <https://ec.europa.eu/>.

8.3. The European Commission has made available a leaflet (https://commission.europa.eu/system/files/2019-09/leaflet-your-rights-payments-eu_en.pdf) setting out certain information when making payments in Europe for consumers.

9. SEPARATE ARRANGEMENTS

If any provision of these terms & conditions shall be determined to be invalid under any applicable law, the remainder of these terms shall continue in full force and effect. Belgian law applies. Where Agents offer any other products or services to you, these are not related or linked to MoneyGram's Service.