

# MoneyGram Terms and Conditions for Receiving 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 full-aged individuals to receive a money transfer ("Transfer") that has been sent using our Service from an individual ("Sender") in a specified amount and currency. MoneyGram will not charge you any fees for receiving the Transfer. The Service is available to you only as designated receiver. Our contractual relationship is with the Sender only.
- 1.3. You must complete and sign all forms, receipts or acknowledgments fully and accurately in order to use the Service. By signing the form, you confirm the correctness of the completed information as well as the receipt from the Agent the currency and amount as set out in the form or receipt. To the extent, you desire to exchange the Transfer into another currency this subsequent exchange of the Transfer is a separate transaction from our Service.
- **1.4.** To receive the Transfer in cash, you must provide the Agent with (i) the 8-digit reference number provided to the Sender and (ii) photographic evidence of identity, which the Agent reasonably believes to be valid, in the name of the recipient. The acceptable forms of evidence of identity differ depending on the country in which the Transfer is collected.

#### 2. RESTRICTIONS

- 2.1. You will not be entitled to receive the Transfer where your Sender has cancelled the Transfer designated to you prior to your receipt.
- 2.2. We or our Agents may refuse to allow the Transfer to be collected if we reasonably believe that: (a) by doing so we might break any law or regulation; (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 may provide the reasons for a refusal subject to any applicable law. The Sender may request a refund of a Transfer as far as allowed by law.
- **2.3.** When a Transfer is ready to collect depends on the timing selected by the Sender. In addition, a collection is only possible during the Agent's operating hours and is subject to the availability of sufficient currency.
- 2.4. Where a Transfer is made in error or was not processed accordingly we are only liable to the Sender, except that this may not restrict our liability towards you.

## 3. DATA PRIVACY AND DATA PROTECTION

- 3.1. 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.
- 3.2. We are legally obliged to process your personal data for the prevention of money laundering and terror financing, in particular under Regulation (EU) 2015/847.
- 3.3. 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 <a href="mailto:privacyprogramoffice@moneygram.com">privacyprogramoffice@moneygram.com</a>.

### 4. CUSTOMER SERVICE & COMPLAINTS

- **4.1.** For questions, complaints or other matters you can contact us as follows:
- Phone: 80040031 (toll free you may be charged for calls to this number by mobile phone);
- Email: <u>customerservice@moneygram.com</u>;
- Mail: Customer Services Department, MoneyGram International., Resolution Assurance Department, Konstruktorska Business Centre: 13 Konstruktorska Street, Warsaw, Poland 02-673.
- **4.2**. 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: <a href="https://www.ombudsfin.be/">https://www.ombudsfin.be/</a>.

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 <a href="https://ec.europa.eu">https://ec.europa.eu</a>.

**4.3.** The European Commission has made available a leaflet (<a href="https://commission.europa.eu/system/files/2019-09/leaflet-your-rights-payments-eu\_en.pdf">https://commission.europa.eu/system/files/2019-09/leaflet-your-rights-payments-eu\_en.pdf</a>) setting out certain information when making payments in Europe for consumers.

## **5. 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. Luxembourgish law applies. Where Agents offer any other products or services to you, these are not related or linked to MoneyGram's Service.