

MoneyGram Terms and Conditions for Sending Money

MoneyGram Fraud Warning

IMPORTANT INFORMATION - Fraud Warning About Your Money Transfer

Keep your money safe. If any of the below apply, **DO NOT SEND** the money transfer. It's a scam and someone is trying to steal your money. If you send money, it can be paid out quickly, and you may not be able to get a refund.

#1 Never transfer money to a stranger. Know who you are dealing with. A money transfer is like cash.

#2 Never send money in the following situations:

- To make a charity donation or to pay an internet merchant for supplies during a pandemic, natural disaster, or other crisis
- To receive money (examples: lottery winnings, prize, job offer or loan)
- To pay a government taxing authority or the police
- To buy a car, puppy, another unique or high-value item, or to make an apartment deposit

#3 Never send money without checking out the story. Reach out to that friend or family member you heard is in need first.

#4 If it sounds too good to be true, it probably is.

#5 Never give your transaction reference number to anyone other than the person you intend to receive the money. Sellers and telemarketers can't take money transfer payments from people in the US for something they're selling through telemarketing. If you've lost money to a scam via MoneyGram, call MoneyGram at 0800 026 0535 or visit www.moneygram.com to file a fraud report.

1. Information about MoneyGram

1.1. The MoneyGram® money transfer service ("Service") is provided by MoneyGram International Limited ("we" or "us" or "MoneyGram"). MoneyGram is a limited liability company established in the United Kingdom with registered office at: Third Floor, 30 Churchill Place, Canary Wharf, London, E14 5RE, United Kingdom (company registration no. 03287157).

1.2. MoneyGram is a payment institution authorised and regulated by the Financial Conduct Authority ("FCA") in the United Kingdom (Reference no. 502639 – see www.fca.org.uk/register) for the provision of money remittance services. Further, MoneyGram is licensed and regulated by HMRC as a money services business (MSB) under license Number 12552533.

2. The MoneyGram Service

2.1. The Service allows a Sender to initiate a money transfer through a network of MoneyGram agents, authorised delegates, partners or other permitted entities ("Agents") to a natural person designated by the Sender (the "Recipient") as a single transaction (a "Transfer"). The Recipient may, depending on the Sender's selection and availability of each product in the receive country, then: (i) collect a Transfer in cash at an Agent location in the designated receive country ("Cash Pickup"); (ii) receive the Transfer into a bank account or other type of account (i.e. mobile wallet) designated by the Sender ("Account Deposit"); or (iii) receive the Transfer through personal delivery through our partners in the designated receive country ("Home Delivery").

2.2. A Transfer can only be funded by the Sender personally by paying the necessary funds to complete the Transfer at an Agent location.

2.3. The Service is only available to persons 18 years and over and may not be used for any unlawful purpose, which includes, without limitation, the transfer or receipt of payment for illegal activities, the transfer of funds which constitute money laundering or terrorist financing under applicable law or which are obtained by illegal activity, the transfer of funds for the purpose of funding illegal activity, the transfer of funds for the purpose of avoiding the seizure of such funds by law enforcement authorities, tax evasion or under orders of any court of law.

2.4. In addition to their offering of our Service, Agents may offer the Sender their own products or services. These additional products or services are separate and independent from the Service and are offered under the Agent's own terms and conditions.

3. Transfer Order

3.1. Prior to a Transfer being submitted by the Sender, the Agent shall confirm (either verbally or by providing printed confirmation) the following information depending on the Sender's selection: (i) the amount to be sent by the Sender ("Send Amount") (ii) the amount the Recipient will receive; (iii) the fees that the Sender will be charged for a Transfer ("Fees"); (iv) an indication of the exchange rate that will apply to a Transfer (if applicable); and (v) the execution time (e.g. when the funds will be made available to the Recipient) ("Transfer Terms").

3.2. In order to complete the submission of a Transfer at an Agent Location, the Sender shall: (i) confirm the acknowledgement of the fraud warnings presented to them; (ii) confirm the acceptance of these terms and conditions, and (iii) provide consent to the execution of the Transfer on the Transfer Terms.

3.3. A Transfer will be accepted, and a valid binding contract entered into, once the Sender pays the Send Amount and the Fee to the Agent and the Agent provides the Sender with the following information: (i) the 8 digit reference number which the Recipient will require in order to receive a Transfer ("Reference Number"); (ii) a confirmation of the exact amount to be made available to the Recipient in the selected pay out currency ("Receive Amount"); (iii) a confirmation of the Fees that have been charged, (iv) the exchange rate applied to the Transfer; and (v) the execution time (e.g. when the funds will be made available to the Recipient) ("Acceptance"). In certain cases, we may require additional information from the Sender after Acceptance including, but not limited to, further background information relating to a Transfer. We will either contact the Sender directly or ask the Sender to contact us to obtain the additional information before a Transfer can be accepted.

3.4. We may, at our sole and absolute discretion, refuse to accept a Transfer where: (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; (c) it may be linked with fraudulent or illegal activity or used for an unlawful purpose; or (d) we have taken a decision to do so in accordance with our internal policies. In such cases, we will endeavour where allowed by law and our internal policies to provide the reason for refusing to accept the Transfer.

4. Conditions for Cash Pickup of the Receive Amount

4.1. Upon Acceptance of a Transfer, the Recipient may collect the Receive Amount from an Agent location during the Agent's operating hours, subject to local restrictions and compliance with regulatory requirements. Depending on the delivery option selected by the Sender, and depending on the availability of the Service at the Agent Location, the Recipient will be able to collect the Receive Amount within minutes ("10 Minute Service"), after 2 hours of the Transfer being Accepted ("2 Hour Service"), the next day (which will either be from 7:00am local time or after 24 hours of the Transfer being Accepted) ("Next Day Service"), or after 48 hours of the Transfer being Accepted ("48 Hour Service"). Further additional restrictions may apply.

4.2. The Sender is responsible for notifying the Recipient when the Receive Amount will be ready for collection.

4.3. To collect the Receive Amount, the intended Recipient will be asked to identify themselves by providing an identification document and their own details, the Sender's name, country of origin, the Receive Amount and the Reference Number ("Collection Details"). Cash payment of the Receive Amount shall be made to the person that our Agents deem entitled to receive the Receive Amount after examination of the identification document. The identification requirements for Recipients vary by country.

4.4. The Sender is required to ensure that the details of the Transfer as well as the Reference Number is not disclosed to any third parties or made publicly available, except for the disclosure to the chosen Recipient. If the Sender discloses any Collection Details to anyone other than the intended Recipient then: (i) the Sender can make it easier for someone to impersonate the Recipient and collect the Transfer in the Recipient's place; and (ii) we will not be liable if we pay the money to someone (other than the Recipient) who gives our Agent (a) the Collection Details and (b) evidence of identification which our Agent reasonably believes is valid.

4.5. In case the Transfer has not been collected within 90 days by the Recipient, we will treat the Transfer as no longer being capable of execution ("Expired Transfer"). We will have no obligation, after that 90-day period, to execute an Expired Transfer.

4.6. If an Expired Transfer occurs, we will attempt to contact the Sender to arrange for a refund of the amount of the Expired Transfer. If the Sender becomes aware that a Transfer has not been collected, the Sender should contact us to ask for a refund as soon as possible.

5. Conditions for Account Deposit of the Receive Amount

5.1. Upon Acceptance of a Transfer, we will make available the Receive Amount to the specified account within the execution time notified to the Sender. Transfers to mobile wallets, prepaid cards and similar accounts are usually completed within a few hours.

5.2. For (i) Transfers to a bank account outside of the European Economic Area ("EEA"); or (ii) Transfers to a bank account with more than one currency conversion from EUR and the currency of a EEA country, which is not part of the Eurozone; or (iii) Transfers which are cross-border to a bank account not taking place in EUR, the Recipient will obtain the money within four business days at the latest.

6. Cancellations and Refunds

6.1. Upon Acceptance of a Transfer it becomes irrevocable. However, the Sender is entitled to cancel a Transfer if the Transfer has not yet been collected or received by the Recipient or credited into the Recipient's account. The Sender can request to cancel a Transfer via our Agent or via our customer service helpline. Where a Transfer is cancelled, we will only refund the Send Amount.

6.2. Where a Transfer was not authorized by the Sender or has not been executed correctly by us, we will refund the Send Amount and the Fee in accordance with applicable law provided (i) the Sender has notified us about it without undue delay upon becoming aware of it, and (ii) the situation is not due to abnormal and unforeseeable circumstances outside of our control.

6.3. The Sender must notify us as soon as possible in case a Transfer was not authorized or has not been executed correctly. We will not process a refund if the Sender unduly delayed telling us about the problem and in any event told us more than 13 months after our Acceptance of a Transfer.

7. Charges and Currency Exchange

7.1. The Sender is required to pay the Fee for a Transfer which is the only Fee we charge to a Sender.

7.2. In some countries, local taxes and services charges may be levied at the time of the Transfer is collected by a Recipient. For Account Deposits, the Recipient may be charged by their bank or account provider for receiving money on their account.

7.3. Where the Sender pays for a Transfer in one currency and selects for it to be paid out to a Recipient in another currency, the Send Amount will be converted using our exchange rate. Our exchange rate is based on the closing rates available on the financial markets globally plus a margin. Exchange rates are subject to variations on the financial markets which we cannot influence and may change several times a day.

7.4. 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 at clause 3.1 is only an estimate and the actual exchange rate will be determined at the time of collection which may influence the Receive Amount.

7.5. For Transfers to countries outside of the EEA, if the Receive Amount is stated in USD and the collection location does not pay out in USD, the Send Amount will be converted into the local currency using our or the Agent's standard exchange rate.

8. Our Liability

8.1. We have no obligation to execute or Accept a Transfer if (a) we are unable to obtain satisfactory evidence of the Sender's identity; (b) we have reason to believe that the information provided by the Sender is incorrect, unauthorised or forged; (c) the Sender provides us with incorrect or incomplete information; or (d) in case of clause 3.4. We shall not be liable for damages resulting from non-payment or delay in payment of a Transfer to a Recipient or failure to perform a Transfer under the Service by reason of any of these matters.

8.2. 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 (such as force majeure events). We will not be liable for any incidental, indirect or consequential damages suffered by the Sender.

8.3. Nothing in this clause 8 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 wilful misconduct, gross negligence or fraud.

9. Privacy Notice.

9.1. This Notice applies to personal information MoneyGram collects about you and the recipient. The information we collect and use, depend on the product or service you have with us, including but not limited to, contact information and identification information. We may share the information we collect from you with third-parties, including affiliated companies, to process your transactions, market our products and services to you, detect and prevent fraud and other illegal activities, such as money laundering activities, or to cooperate with criminal or government investigations, in accordance to applicable laws. In addition, the personal information we collect may be transferred outside the country of collection for international transfers and for processing. For details on our privacy practices and your rights, please visit www.moneygram.com/privacy-notice.

9.2. We are legally obliged to process the Sender's and the Recipient's personal data for the prevention of money laundering and terror financing, in particular under Regulation (EU) 2015/847.

9.3. 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 privacyprogramoffice@moneygram.com.

10. Customer Service and Complaints

10.1. We are committed to ensuring that the Sender receives high quality service from us. In the event that a Sender is dissatisfied with our Service or believe that a Transfer has not been correctly executed, the Sender should contact us as soon as possible. For questions, complaints or other matters the Sender can contact us as follows:

- Phone: 0800 026 0535;
- Email: customerservice@moneygram.com; or
- Mail: Resolution Assurance Department, MoneyGram International, Konstruktorska Business Centre; 13 Konstruktorska Street, Warsaw, Poland 02-673.

10.2. We will deal with a complaint promptly and fairly. We will try our best to resolve the complaint at the first opportunity. The Sender agrees that we may communicate with him via email and in the English language. Save in exceptional circumstances, we will send the Sender a final response letter within 15 business days of receipt of a complaint. In exceptional circumstances, we will send the Sender a holding reply within 15 business days of receipt of a complaint specifying the deadline by which the Sender will receive our final response, being no later than 35 business days from the date of the initial complaint. If the Sender does not receive our final response or the Sender is unhappy with our final response, the Sender can:

- Write to: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.
- Call: +32 2 545 77 70;
- Visit their Website: www.financial-ombudsman.org.uk;
- Email: complaint.info@financial-ombudsman.org.uk.

The Sender should do so within 6 months from the date of the final response.

10.3. The European Commission has made available a leaflet (https://ec.europa.eu/info/files/leaflet-your-rights-payments-eu_en) setting out certain information when making payments in Europe for consumers.

11. Governing Law

11.1. The terms and conditions (as well as any non-contractual relationships connected with it) are subject to English law and the English courts shall have non-exclusive jurisdiction for any disputes. The foregoing shall be without prejudice to the Sender's statutory rights.

11.2. A person who is not a party to the contract between the Sender and us shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce this contract.