

Terms and Conditions

1. ABOUT US

- 1.1 The MoneyGram® money transfer service ("**Service**") is provided by MoneyGram International Ltd. ("**we**" or "**us**") through a network of agents, authorised delegates, or other permitted entities ("**Agents**").
- 1.2 MoneyGram International Ltd is a payment institution authorised and regulated by the Financial Conduct Authority ("**FCA**") in the United Kingdom (Financial Services Register reference 502639). The Financial Services Register is available at <http://www.fca.org.uk/register/>.
- 1.3 These terms and conditions, along with other documentation related to the Service, (including but not limited to all forms, receipts, or acknowledgments) ("**Documentation**") constitute the entire agreement ("**Agreement**") between us and you, the individual sender of the Service ("**you**" or "**your**"), and govern your use of the Service.

2. OUR SERVICE

- 2.1 The Service allows you to send money (a "**Transfer**") to a person designated by you (the "**Recipient**") to (i) collect in cash at a MoneyGram location ("**cash to cash**"); or (ii) receive into their bank account or other type of account which we may allow ("**cash to account**"). We may apply limits to the amount you are able to send using the Service, and we'll tell you if we do.
- 2.2 Our Service is only for persons 18 years and over. The Service is for personal use only and may not be used for escrow or trust or gambling purposes, and may only be used for a lawful purpose. **PLEASE ALSO READ THE FRAUD WARNINGS ON THE FORM. WE WILL NOT BE LIABLE IF YOU ASK US TO PAY A RECIPIENT AND YOU THEN CHANGE YOUR MIND AFTER THE RECIPIENT HAS BEEN PAID.**
- 2.3 Use of the Service is subject to payment of the fee stated on the Documentation ("**Fee**"). We will not charge you any other fee for the Transfer.
- 2.4 By signing the Documentation and paying us the Fee and Transfer amount stated in the Documentation, you are acknowledging that you (i) accept the terms of the Agreement; (ii) consent to the execution of the Transfer; (iii) agree to be bound by the Documentation relating to the Transfer and; (iv) confirm that the information within the Documentation which you have provided is true and accurate in all respects. After we receive your request to make a Transfer, we will confirm the Transfer and provide a reference number to you.
- 2.5 We do not offer the Service in all countries. You can call us, visit our website or ask an Agent to find out the availability of our Service, and addresses and opening times of locations offering the Service.
- 2.6 We will report Transfers to government authorities if we are required to do so by law and we may refuse to provide the Service (in whole or part) if we reasonably believe that: (a) by doing so we might breach any MoneyGram policy (including policies intended to prevent fraud, money laundering or terrorist financing) and/or break any applicable law, order of the court, regulation, code or other duty that applies to us or requirement of any regulatory or governmental authority, body or agency having jurisdiction over 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 (d) we otherwise consider such action necessary to protect our interests. In each case we are only able to provide the reasons for a refusal if allowed by law.
- 2.7 In addition to their offering of our Service, Agents may offer you 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. CASH TO CASH TRANSFERS

- 3.1 You are responsible for contacting the Recipient to advise them when the money will be ready for collection. Collection may only be made during the receive Agent's opening hours and subject to local regulations.
- 3.2 Depending on the delivery option, the Recipient will be able to collect the cash to cash transfer: (a) within minutes (the "**10 Minute Service**"); (b) the next day (which will either be from 7:00am in the receive country or after 24 hours of the Transfer being sent), depending on the available next day delivery option (each, a "**Next Day Service**"); or (c) after 48 hours of the Transfer being sent (the "**48 Hour Service**").
- 3.3 To collect the funds in cash, the Recipient must provide all details about the money transfer required by us, including your name, country of origin, their name, Transfer amount and/or the 8-digit reference number given to you at the time of the Transfer (the "**Collection Details**"). The Recipient must also provide photographic evidence of identity. The acceptable forms of evidence of identity differ depending on the country in which the Transfer is collected.
- 3.4 **YOU MUST NOT GIVE ANY OF THE COLLECTION DETAILS (WHETHER OR NOT REDACTED) TO ANYONE OTHER THAN YOUR CHOSEN RECIPIENT. YOU MUST ALSO DO ALL YOU REASONABLY CAN TO ENSURE THAT NO ONE, OTHER THAN YOUR CHOSEN RECIPIENT, CAN OBTAIN THE COLLECTION DETAILS OR ANY PART OF THEM. IF YOU, DIRECTLY OR INDIRECTLY, DISCLOSE ANY COLLECTION DETAILS TO ANYONE OTHER THAN YOUR CHOSEN RECIPIENT THEN:**
- (a) **YOU CAN MAKE IT EASIER FOR SOMEONE TO IMPERSONATE THE RECIPIENT AND COLLECT THE TRANSFER IN THEIR PLACE; AND**
 - (b) **WE WILL NOT BE LIABLE IF WE PAY THE MONEY TO SOMEONE (OTHER THAN THE RECIPIENT) WHO GIVES THE AGENT THE COLLECTION DETAILS AND WHAT THE AGENT REASONABLY BELIEVES TO BE VALID EVIDENCE OF IDENTIFICATION.**

Expired Transfers

- 3.5 If you ask us to make a cash to cash Transfer and the Transfer amount has not been collected within 90 days, the Transfer becomes an "**Expired Transfer**" and we have no obligation to execute an Expired Transfer.
- 3.6 If an Expired Transfer occurs, we will attempt to contact you so that you can arrange for a refund of the amount of the Expired Transfer. If you become aware that a transferred amount has not been collected please contact us to ask for a refund.

4. CASH TO ACCOUNT TRANSFERS

- 4.1 We will send the money to the account you specify in the Documentation.
- 4.2 If the Recipient's account is held in the European Economic Area ("**EEA**") and is in pounds sterling (£), euro (€) or another EEA currency, the account provider (e.g. bank) will receive the money within two working days after you ask us to send it. Otherwise, the account provider will receive the money within four working days after you ask us to send it. You can ask your Agent whether the money is likely to arrive sooner.
- 4.3 If the account provider is in the EEA and the Recipient's account is in an EEA currency, the account provider is required by law to put the money into the Recipient's account as soon as it receives it. Banking practices may vary if you send money to a non-EEA currency account or 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 account provider.

- 4.4 The Recipient's account provider may apply its own charges for the Transfer.

5. CANCELLATION AND REFUNDS

- 5.1 You do not have a right to cancel a 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 an Agent 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.
- 5.2 For a cash to cash Transfer, if the Transfer was not made properly or did not arrive, we will promptly refund the money and our fee (unless we are prevented by law from doing so).
- 5.3 For a cash to account Transfer, if the Transfer was not made properly or did not arrive, we will promptly refund your money and our fee - unless we can show that the Recipient's account provider received the money or that there was a mistake in the Recipient's account details that you gave us.
- 5.4 If you believe a Transfer was not made properly or did not arrive, you must call or write to us as soon as you reasonably can to inquire into the status of the Transfer. We will not refund money to you under condition 5.2 or 5.3 if you unduly delayed telling us about the problem and in any event told us more than 13 months after sending the money. If you ask us to, we will immediately and without charge try to trace any Transfer which was not made properly or did not arrive and let you know the outcome of those investigations.
- 5.5 If the information you gave us about the Recipient (and, in the case of a cash to account Transfer, the Recipient's account) was incorrect, and we made the Transfer based on that information, we will be deemed to have made the Transfer properly, but we will still make reasonable efforts to recover the funds for you and, if you ask us to, we will provide you with available and relevant information to help you claim repayment of the funds.

6. CURRENCY EXCHANGE

- 6.1 There are limits on the amount and currency of the money you are able to send. Your chosen currency, agreed exchange rate, and converted amount will be stated in the Documentation.
- 6.2 For a cash-to-cash Transfer to a receive country outside of the EEA, if the Transfer amount is stated in USD and the particular collection location chosen by the Recipient does not have sufficient USD to pay out in USD, the Recipient can: (a) collect the money from another Agent which is then able to pay out in USD; or (b) agree with the Agent to convert the USD amount into the local currency at an exchange rate the Recipient agrees with the Agent (any such conversion would take place under a separate agreement between the Recipient and the collection Agent, not involving us).

7. OUR LIABILITY

- 7.1 WE HAVE NO OBLIGATION TO YOU TO INITIATE OR PERFORM A MONEY TRANSFER OR OTHER TRANSACTION AS PART OF THE SERVICE IF:
- (A) WE ARE UNABLE TO OBTAIN SATISFACTORY EVIDENCE OF YOUR IDENTITY;
 - (B) WE HAVE REASON TO BELIEVE THAT THE INFORMATION IN THE DOCUMENTATION PROVIDED BY YOU IS INCORRECT, UNAUTHORISED OR FORGED; OR
 - (C) YOU PROVIDE US WITH INCORRECT OR INCOMPLETE INFORMATION;

AND WE DO NOT ACCEPT ANY LIABILITY FOR DAMAGES RESULTING FROM NON-PAYMENT OR DELAY IN PAYMENT OF A MONEY TRANSFER TO A RECIPIENT OR

FAILURE TO PERFORM A TRANSACTION UNDER THE SERVICE BY REASON OF ANY OF THESE MATTERS.

7.2 WE WILL NOT BE LIABLE TO YOU IF WE BREAK THIS AGREEMENT DUE TO: (I) 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 (II) OUR OBLIGATIONS UNDER ENGLISH OR EU LAW.

7.3 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.

7.4 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.

8. **DATA PROTECTION AND PRIVACY**

By continuing with the transaction, you consent to the collection, use, disclosure, and transfer (including cross-border transfer) of your personal information as described in our Privacy Notice, which is available on our website at www.moneygram.com/privacy-notice, or by calling 0800 026 0535. 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.

9. **CUSTOMER SERVICE INFORMATION**

9.1 We are committed to ensuring that you receive high quality service from us. In the event that you are dissatisfied with our Service or believe an error has occurred with your Transfer, 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:

- call us on our free phone number 0800 026 0535;
- visit our website www.moneygram.com and submit the online form;
- write an email to customerservice@moneygram.com; or
- write to us at: Resolution Assurance Department, MoneyGram International, Konstruktorska Business Centre; 13 Konstruktorska Street, Warsaw, Poland 02-673.

9.2 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 a final response letter within 15 business days of receipt of your complaint. In exceptional circumstances, we will send you a holding reply within 15 business days specifying the deadline by which you will receive our final response, being no later than 35 business days from the date of your initial complaint. If you do not receive our final response or you are unhappy with our final response, you can write to The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Phone: 0800 023 4567; Website: www.financial-ombudsman.org.uk; Email: complaint.info@financial-ombudsman.org.uk. You should do so within 6 months from the date of the final response. Please visit our website for more details.

10. **GOVERNING LAW**

Our Agreement with you (as well as the relationship between us before we contract with you) is subject to English law and the English courts shall have non-exclusive jurisdiction for any disputes.