

## **TERMS AND CONDITIONS APPLICABLE TO THE WESTERN UNION® MONEY TRANSFER<sup>SM</sup> SERVICE (“SERVICE”)**

The Service is offered by Western Union Payment Services Ireland Limited (“WUPSIL” or “Western Union”) through a network of authorized Agents in the European Economic Area and worldwide. WUPSIL is an Irish company with registered offices at Unit 9, Richview Office Park, Clonskeagh, Dublin 14, Ireland. WUPSIL may be contacted via this address. Customers may also call the number listed at the end of this form for the address and hours of Agent and representative locations.

WUPSIL is supervised by the Irish Financial Services Regulatory Authority (“Financial Regulator”). The Financial Regulator may be contacted by mail at PO Box No 9138, College Green, Dublin 2, Ireland, by phone at +353 1 224 4000 or by internet at [www.financialregulator.ie](http://www.financialregulator.ie).

Western Union offers money transfer services domestically and internationally. You must be of majority age to use the Service. Each money transfer will be given a unique identifier, the Money Transfer Control Number or “MTCN.” Money transfers will normally be paid in cash, but some Agents may offer or the receiver may elect alternative methods of receiving the funds. The sender authorizes Western Union to honor the receiver's election even if it differs from the payout method the sender specified.

By completing the “To Send Money” form, providing the funds to be sent as well as identification as required and signing the form, the sender consents to the execution of the money transfer. The sender is required to inform the receiver about the money transfer.

Receivers must show documentary evidence of their identity and provide all details about the money transfer required by Western Union, including name of sender, country of origin, name of receiver, approximate sum and any other conditions or requirements applicable at the Western Union Agent location, for example the MTCN, which is mandatory for receiving money in some countries. Payment shall be made to the person that Western Union or its Agent deems entitled to receive the money transfer after examination of identification documents. Payment can be made even when the form filled out by the receiver contains errors. Neither Western Union nor its Agents carry out a comparison of the “To Send Money” form against the “To Receive Money” form to verify the address given for the receiver.

Subject to legal or regulatory requirements, funds will be available for collection by the receiver within three business days. Regular money transfers are usually available within minutes for pick up by the receiver, subject to hours of operation of the payment location. Where the “Next Day” or “2 Day” Service is available, funds will be available for collection by the receiver within 24 and 48 hours respectively from the time the money is sent. Delays and other restrictions apply in certain countries. Please call the number below for details.

Applicable law prohibits money transmitters from doing business with certain individuals and countries; Western Union is required to screen all transactions against lists of names provided by the governments of the countries and territories in which we do business, including the US Treasury Department's Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, Western Union must research the transaction to determine if the individual matched is in fact the individual on the relevant list. On occasion, customers are required to provide additional identification and other information. Transactions may thus be delayed. This is a legal requirement for all transactions processed by Western Union (inclusive of transfers that originate and terminate outside of the US).

**TRANSFER FEES** - Written information explaining how Western Union charges the sender for making a money transfer will either be displayed prominently at the Western Union Agent location or shown to the sender prior to completion of the payment order. Unless applicable law in the destination country requires otherwise, the sender will bear all fees for the money transfer. In certain jurisdictions, payment of a money transfer may be subject to local taxes and service charges.

**FOREIGN EXCHANGE** - Money transfer payments will normally be made in the currency of the destination country (in some countries payment is available only in an alternate currency). All currency is converted at Western Union's then current rate of exchange. Western Union calculates its rate of

exchange based on commercially available interbank rates plus a margin. Most rates of exchange are adjusted several times daily in line with the relevant closing rate of financial markets globally.

The currency will be converted at the time of transfer and the receiver will receive the foreign currency amount shown on this form. However, in a few countries local regulations require money transfers to be converted only when they are paid. If the sender is sending to one of these countries, the exchange rate noted above is only an estimate, and the actual exchange rate will be determined at the time of payment. Western Union Agents may offer receivers the choice to receive funds in a currency different from the one the sender selected. In such instances, Western Union (or its Agents) may make additional money when it changes the sender's funds into the currency selected by the receiver. If the sender chooses a payment currency different from the national currency of the destination country, the payment currency chosen may not be available at all payment locations in that country, or may not be available in small enough denominations to pay all of the money transfer. In such cases, the paying Agent may pay all or part of the sender's transfer in national currency. Western Union's exchange rate may be less favorable than some publicly reported commercial exchange rates used in transactions between banks and other financial institutions. Any difference between the currency exchange rate offered to customers and the currency exchange rate received by Western Union will be kept by Western Union (and, in some instances, its Agents, mobile phone provider, or mWallet account provider) in addition to the transfer fees. Additional information about exchange rates for specific destination countries can be obtained by calling the number below or on our website at [www.moneytransfer.ie](http://www.moneytransfer.ie)

## **SPECIAL SERVICES**

TELEPHONE NOTIFICATION to the receiver that the money transfer is available for pick up is offered in most countries for an additional fee.

SUPPLEMENTAL MESSAGES may be included for an additional fee with money transfers sent to most countries.

TEST QUESTIONS - For certain destinations (principally in Africa), a Test Question is required for all transactions (regardless of the principal amount) AND the receiver may be required to provide identification Prior to payment, Agents must obtain the correct response even if proper identification is presented. Different limits may apply for money transfers to or from certain countries. Test Questions are not an additional security feature and can not be used to time or delay the payment of a transaction and are prohibited in certain countries. Test Question transactions may require an additional fee.

REFUND AND ADMINISTRATIVE CHARGE - Western Union will refund the principal amount of a money transfer upon the sender's written request to the address above by letter or email if payment to the receiver is not made within 45 days. Western Union will refund the transfer fee upon the sender's written request to the address above by letter or email if the money transfer is not available to the receiver within three business days, subject to conditions beyond the control of Western Union (or its Agents), such as regulatory requirements, inclement weather or telecommunications failure. Payment of some money transfers may be delayed as a result of the application of United States or other applicable laws. To the extent allowed by law, Western Union may deduct an administrative charge from money transfers that are not picked up within one year of the send date.

WESTERN UNION DOES NOT GUARANTEE THE DELIVERY OR SUITABILITY OF ANY GOODS OR SERVICE PAID FOR BY MEANS OF A WESTERN UNION MONEY TRANSFER. THE SENDER'S TRANSACTION DATA IS CONFIDENTIAL TO HIM AND SHOULD NOT BE SHARED WITH ANY OTHER PERSON OTHER THAN THE RECEIVER. THE SENDER IS CAUTIONED AGAINST SENDING MONEY TO ANY UNKNOWN PERSON. IN NO EVENT SHALL WESTERN UNION OR ANY OF ITS AGENTS BE LIABLE IF THE SENDER COMMUNICATES TRANSACTIONAL DATA TO ANY PERSON OTHER THAN THE RECEIVER. IN NO EVENT SHALL WESTERN UNION OR ANY OF ITS AGENTS BE LIABLE FOR DAMAGES FOR DELAY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, OR NON-DELIVERY OF ANY SUPPLEMENTAL MESSAGE, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF THEIR EMPLOYEES OR AGENTS OR OTHERWISE, BEYOND THE SUM EQUIVALENT TO EUR500 (IN ADDITION TO REFUNDING THE MONEY TRANSFER PRINCIPAL AMOUNT AND TRANSFER

FEE). IN NO EVENT WILL WESTERN UNION OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT LIMIT WESTERN UNION'S LIABILITY FOR DAMAGES RESULTING FROM WESTERN UNION'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT IN THOSE JURISDICTIONS WHERE SUCH A LIMITATION OF LIABILITY IS VOID.

Western Union reserves the right to change the Service without notice. Western Union and its Agents may refuse to provide the Service to any person without giving a reason, in particular to prevent fraud, money laundering or terrorist financing or to comply with any applicable law, order of a court or requirement of any regulatory or governmental authority.

You may also contact your local governmental office for complaints. Contact details of these offices are available at [http://ec.europa.eu/internal\\_market/payments/crossborder/complaintbodies\\_en.htm](http://ec.europa.eu/internal_market/payments/crossborder/complaintbodies_en.htm).

**DATA PROTECTION** – Your personal information is processed under the applicable laws. Your personal information is controlled by Western Union Payment Services Ireland Limited (whose detailed data is provided at the outset of this document). Western Union uses personal data (“Information”) provided in the money transfer instruction, together with other information which is collected or generated during the course of your relationship with Western Union, such as transaction and loyalty program details, transaction history and marketing preferences, for the purposes of providing you with the requested services (including, among others, for purposes such as administration, customer service, user validation, fraud prevention and product and business development activities). Western Union may also use Information in connection with other services, products, convenience and/or rewards programs, you signed for with Western Union or its affiliates. Western Union will hold and retain information that the sender gives us about another person such as the details of the receiver of the money transfer service (the “Third Party’s Information”) in order to execute the transaction. The provision of Information and the Third Party’s Information is voluntary but necessary (subject to the provisions set out in this paragraph) to execute the transaction. Without the relevant information, Western Union is unable to execute the money transfer, facilitate convenience activities or other requested services. Western Union will use the name and address provided above to send you commercial communications by post. Also in accordance with your marketing preferences, by choosing to enter details in the optional fields, Western Union or its affiliates and business partners may send commercial communications regarding Western Unions products and services by phone/email/SMS/MMS to the sender. By agreeing to receive communications by phone/SMS/MMS, the sender accepts that any charges imposed on the sender by the network provider for this service are the sender’s sole responsibility. If you do not wish to receive such communications, please contact Western Union in the manner indicated below.

Western Union will disclose Information to third parties located outside the EEA, with whom we have a contractual relationship to protect Information such as authorized service providers, Agents and other third parties as reasonably required for the purposes indicated in these Terms and Conditions, and to carry out the money transfer or to facilitate future transactions, or to supplement Information with information from publicly available sources, such as information to validate the accuracy of your address. This also helps Western Union to understand and improve our product and service offerings. Western Union may also disclose Information to third parties, where reasonably necessary, for the purposes of the prevention and detection of crime, prosecution of offenders, for purposes of national security or when required by law. Western Union retains Information, the marketing preferences and transaction history of the sender based on our record retention schedules for no longer than is necessary for the purposes for which the data were collected and in compliance with applicable laws. If the sender does not perform another transaction within the retention time period, the Sender Information as well as all marketing preferences will be cancelled.

You consent to the Information being transferred to countries outside of the EEA, including the United States, but not exclusively, whose privacy laws may be less stringent. The Information will be transferred for the purposes indicated in these Terms and Conditions and to enable Western Union to provide the money transfer service and additional services, products and loyalty or convenience programs and also for internal purposes, such as administering the customer relationship, marketing

purposes, compliance with legal requirements, research and customer analytics. The categories of data transferred are personally identifiable information, contact details and information relating to the money transfer, transaction history, and any other Information supplied by you. This data may be accessed by Western Union affiliates, as defined by applicable law, including Western Union Payment Services Ireland Ltd, Western Union Payment Services UK Limited, Western Union International Limited, and Western Union Financial Services, Inc, MT Payment Services Operations EU/EEA Ltd, MT International Operations Limited, WU Payment Services Network EU/EEA Ltd, for any of the purposes set out in these Terms and Conditions.

If you are an existing customer, Western Union International Limited (WUIL) and Western Union Financial Services, Inc. ("**WUFSI**") may already be holding Information about you from previous transactions and dealings with the Western Union network ("**Legacy Information**"). You consent to such Legacy Information being transferred by WUIL and WUFSI to us (WUPSIL) in order to continue to manage our relationship with you and for the other purposes indicated in these Terms and Conditions.

You have a right to access and to ask for a copy of your Information for which Western Union may charge a small sum to the extent permitted by applicable law. You may also correct, erase or block Information which is incomplete, inaccurate or out-of-date. You may also object at any time on legitimate grounds relating to your particular situation to the processing of your Information, where the processing is not required to complete the service, by a law or regulation. If you wish to exercise these rights or no longer wish to receive commercial communications from Western Union, please contact Western Union in accordance with applicable law by calling 1800 395 395\* during regular business hours or alternatively by writing to the address noted below:

Western Union Retail Services Ireland Ltd,  
City Gate Building 1000,  
Units 1201 & 1202,  
Citygate, Mahon,  
Cork, Ireland

\* Free calls from landlines and public phones. Some standard network charges apply from mobiles. Lines are open Monday to Friday from 8am to 5pm and on Saturdays from 8am to 1pm.

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