## **Terms and Conditions**

1. The MoneyGram® Money Transfer Service (the "Service") is provided by MoneyGram Payment Systems, Inc. ("MoneyGram") through its network of Representatives ("Service Reps"). Customers may call the consumer toll free number for the address and hours of Service Rep locations in their area which can be obtained from any service Rep Location.

2.Send Information. Maximum permissible amounts for single transfers (a "Transfer") and daily transfer totals apply. Ask your Service Rep for the limits applicable to your transfer. When required bylaw, Transfers sent or received will be reported to appropriate government authorities. Depending upon availability you may direct delivery of a Transfer to: an individual (a "Receiver") for delivery at a specified address or receipt at a Service Rep location; a third party debit card issued by a company outside of the U.S. (a "SVC"); or a bank account ("Account"). Neither You nor Receiver will have a "deposit" with MoneyGram at any time during the Transfer. You warrant that all information you supply to MoneyGram is and shall remain accurate and complete. It is your responsibility to verify the "Receive Country" on the face of this form. Be cautious when sending money at the direction of strangers.

3. Receive Information. Ask your Service Rep for information on the currency or currencies available in the receiving country. Transfers will be paid out or credited in cash, travelers check, money order, check, Bankers Draft or a combination thereof or, if selected by Sender, delivered to an Account or SVC. A Transfer is received and MoneyGram has no further liability to you, except as set forth below, when: it is disbursed to a Receiver; or notice of your payment for the Transfer is made available to the issuer of a SVC or bank that holds the Account (a "Financial Institution"). A transfer intended for pick up by the Receiver will normally be available for collection during the hours of operation of the selected Service Rep location, however transfers to certain destinations may be subject to delay. A transfer may only be available as a refund to Sender if: ninety days have elapsed since the Transfer was sent; or the Transfer is to a SVC or Account and the Transfer was not accepted by the Financial Institution. If Sender directs delivery to a SVC or account MoneyGram makes no representation as to when the Transfer amount will be accepted by the Financial Institution and MoneyGram shall have no liability to Sender once the Transfer amount is credited to the SVC or Account. In addition to charges imposed by MoneyGram, a Financial Institution may impose fees as an outright charge or by delivery of less than the Transfer Amount. Neither Sender nor Receiver will have a deposit with MoneyGram at any time during the Transfer.

**4. Identification**. The transfer reference number is always required to receive a transfer. Senders should use caution when sending to Receivers whom they do not know and should not make information about the transaction available to any third party.

5. Currency Exchange. Please ask your Service Rep for information regarding the exchange rate applicable to your transfer and the currencies available in the Receive Country or at a specific location. In addition to the service fees applicable to this transfer, a currency exchange rate set by MoneyGram or its Service Reps may be applied. Any difference between the rate given to customers and the rate received by MoneyGram or its Service Reps will be kept by MoneyGram or its Service Reps. The "Amount to be Received," specified on the face of this form is valid for Transfers to the Receive Country UNLESS: (1) 90 days have elapsed since the Transfer was sent; or (2) it is stated in U.S. Dollars or Euro and MoneyGram's Service Reps. in the Receive Country pay out in a currency other than U.S. Dollars or Euro. In that event, the transfer amount may be converted into local currency using the exchange rate established by MoneyGram or its Service Reps. at the time funds are disbursed to the Receiver. If the exchange rate is determined at the time funds are disbursed to the Receiver, the exchange rate may be affected by political, economic and other conditions in the Receive Country, and Service Reps. within a country may not apply a uniform currency exchange rate, causing the currency exchange rate to vary based upon the location selected by the Receiver. MoneyGram is not a party to any currency conversion subsequent to the Transfer. Also, if the Receiver requests that the payout be made in a currency other than the currency in which the Service Rep normally pays out or other than the currency that was specified on this form, the Transfer is to an Account and the Account is not in the Receive Currency specified on the face of this form the Service Rep may charge an exchange fee. This

exchange is a separate transaction between Receiver and the Agent, and is not a part of the MoneyGram Transfer.

6. Refund Information. There shall be no right to a refund if Sender provides any incorrect information or if the Transfer was directed to a SVC or Account and the transfer amount has been accepted by the Financial Institution. The Sender may request a refund of the transfer amount and cancellation of the money transfer either by writing to MoneyGram Payment Systems, Inc. at the address below, or visiting the Service Rep location where the transfer originated. All refund requests will be subject to MoneyGram review and discretion, and will normally be processed within 30 days of receipt of a valid request. Funds provided to MoneyGram for transfers processed through the MoneyGram system are being provided for transmission purposes and are not a deposit.

7. Validity Period. The receive amount specified on the front of this form is valid for 90 days from the initiation of the transfer in the Receive Country specified on the front of this form, after 90 days, a transfer may only be available as a refund to You. However, if a transfer is paid out after 90 days, MoneyGram may apply the exchange rate set by MoneyGram or its Service Reps at the time of the payout. If the receive amount is stated both in U.S. Dollars and the receiving country's currency, only the U.S. Dollar amount is valid; the receive amount stated in the receiving country's currency is only an estimate.

**8.Expired Transfers.** If you ask us to make a Transfer to be collected in cash and the Transfer amount has not been collected within 90 days, we will treat the Transfer as no longer capable of execution (an "Expired Transfer"). We will have no obligation after that 90-day period to execute an Expired Transfer. If an Expired Transfer occurs, you will be entitled to a refund in the amount of the Expired Transfer. If you become aware that a transferred amount has not been collected, please contact MoneyGram to ask for a refund.

9. Liability. IN NO EVENT SHALL MONEYGRAM BE LIABLE FOR DAMAGES FOR DELAY, NONDELIVERY, NONPAYMENT OR UNDERPAYMENT OF THIS MONEY TRANSFER, WHETHER DUE TO THE FAULT, ERROR OR OMISSION OF MONEYGRAM, OR ITS REPRESENTATIVES, for more than the transfer amount and the consumer fee paid by the Sender, except as otherwise provided by law. No liability is accepted for variances or service delays due to local regulations or causes beyond the control of MoneyGram. IN NO EVENT SHALL MONEYGRAM BE RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES.

**10.1** MoneyGram is to protecting your privacy. MoneyGram may use your personal information and the details of the transfer, and store them on its databases, in order to provide you with transfer services, for managing its business (including administering any ongoing relationship with you) and for market research as permitted by applicable law.

10.2 MoneyGram may, for those purposes, share the information with its parent and other MoneyGram companies, service reps and other service providers. MoneyGram will not share the information with anyone else except as required by law. MoneyGram has security practices and procedures in place to restrict access to personal information as appropriate.
10.3 You may request access to your personal information, ask for the information to be corrected or updated or, for legitimate reasons, oppose its processing, by writing to or e-mailing MoneyGram (Attn: Privacy Officer) or calling MoneyGram.

**10.4** 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.

11. Governing Language. These Terms and Conditions have been prepared, and will be executed, in the English language, which shall be the governing language for all purposes. Any translation into a language other than English is solely for the convenience of the parties. Mail Correspondence or complaints to:

visit our website www.moneygram.com and submit the online form; send an email to us at customerservice@moneygram.com; or write to us at: MoneyGram, Konstruktorska Business Centre, 13 Konstruktorska Street, Warsaw, Poland 02-673.