

# Terms and conditions applicable to the Western Union® Money Transfer<sup>SM</sup> Service (the “Service”)

The Service is offered by **Western Union Payment Services Ireland Limited** (“WUPSIL” or “Western Union”) through a network of authorised agents (“Agents”) in the European Economic Area (“EEA”). WUPSIL outsources important operational functions to other entities belonging to the Western Union group and to selected third party vendors. WUPSIL, a subsidiary of the Western Union Company, is an Irish company with registered offices at Unit 9, Richview Business Park, Clonskeagh, Dublin 14, Ireland.

**Western Union Payment Services Ireland Limited is regulated by the Central Bank of Ireland** (the “Central Bank”) and is registered as a payment institution in the Central Bank’s register of payment service firms under number E0471360. Visit [www.centralbank.ie](http://www.centralbank.ie) for more information.

**Western Union offers the Service domestically and internationally.** By initiating a send or receive transaction providing identification as required, and signing the transaction receipt, you agree to the execution of the money transfer. Before confirming the money transfer, you will be informed as to the maximum execution time, the commission charged and the exchange rate applied to the transaction, via the same channel as the one used to place the money transfer. You must inform your receiver about the money transfer, including name of sender, country of origin, approximate sum, the Money Transfer Control Number (the “MTCN”) and any other conditions or requirements applicable at the location.

**You must be at least 18 years old to use the Service. Applicable law prohibits money transmitters from doing business with certain individuals and countries and Western Union will not be able to provide the Service to those 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, but not limited to, the US Treasury Department’s Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, Western Union researches the transaction to determine if the name matched is the individual on the relevant list. On occasion, consumers are required to provide additional identification and other information, delaying transactions. This is a legal requirement for all transactions processed by Western Union. For further information, please call 800 144 232\*.

**Conditions of payment and liability** - Payment shall be made to the person that Western Union or its Agent deems entitled to receive it. Payment can be made even when the form filled out by the recipient contains minor errors, but in no case when the MTCN provided is incorrect. The payment can be made after examination of the recipient’s government issued photo identification documents and only when the recipient has given the transaction details required by Western Union, in particular the sum of money transferred, the name of the sender, the correct MTCN, as well as the country from which the money was sent. Western Union will have fulfilled its obligation to you as soon as the transferred sum of money has been paid out to a person who has quoted the above-mentioned transaction details. Western Union shall examine the transaction details quoted by the recipient and the identification document produced with appropriate care and will refuse payment should there be justification to doubt the authenticity of said identification document.

**You are obliged to ensure** the correctness, completeness and legibility of the information you provide. You must take care to ensure that persons other than the recipient do not gain knowledge of data related to the transfer. Western Union recommends transferring sums of money only to persons you know. Western Union does not accept any guarantee for the supply or the properties of goods or services which were paid using the Service.

If you believe your transaction details have been stolen, lost or copied contact Western Union immediately by calling 800 144 232\* Prior to reporting such a loss, theft or improper use to Western Union you shall only be held liable if (i) you have forwarded transaction details to persons other than the recipient, which contributed to the improper use or (ii) did not immediately communicate the loss, theft or improper use or (iii) acted with intent to defraud, willfully or with gross negligence.

Western Union shall be held liable for damages resulting from the intentional misconduct or from the gross negligent conduct of its employees and Agents while processing your transaction pursuant to applicable law. Western Union’s liability, the liability of its affiliated companies and of its foreign Agents is excluded in cases of minor negligence. The liability of Western Union is limited to the refund of the reasonably foreseeable damage of the contract up to the maximum amount of EUR 500 (in addition to the amount transferred and any charges). In no event shall Western Union be liable if you have willfully or negligently disclosed data related to the transfer to persons other than the recipient. Western Union shall not be held liable for damage caused by Force Majeure (including the breakdown of telecommunication lines, civil unrest, war or other events which are outside Western Union’s influence (e.g. strike, industrial lock-out or orders issued by government authorities)).

Where a Western Union Agent accepts a cheque, credit or debit card or other non-cash forms of payment, neither Western Union nor its Agent is obliged to process the money transfer or pay it out, if the payment cannot be cashed. Furthermore, neither Western Union nor its Agents shall be liable for damage caused by a non-payment to a receiver due to the collection by Western Union or its Agents of non-cash form of payment or caused by the fact that the money transfer has been effected only when Western Union or its Agents have been able to cash the particular payment.

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 government authority.

**Funds will be available for collection** by the receiver at the latest by the end of the business day that follows the day on which the send amount and transaction fees were received by Western Union or its Agent (“Date of Receipt”), subject to statutory and

regulatory requirements. For money transfers issued in paper form, this deadline is extended for one more business day. For (i) money transfers occurring outside of the EEA or (ii) for money transfers in which there is more than one currency conversion between the euro and the currency of one of the non-eurozone member states of the European Union or EEA occurs or (iii) for a possible cross border money transfer which does not occur in euro, funds will be available for collection by the receiver at the latest by the end of the fourth business day following the Date of Receipt.

Regular money transfers are usually available for pick up within minutes, unless any delayed service option is chosen, then funds will be available for collection by the receiver only at a later time, which may be up to 24 hours from the time the money is sent, depending on the delayed service option chosen. Funds may be delayed or Services unavailable based on certain transaction conditions, including amount sent, destination country, currency availability, regulatory issues, identification requirements, Agent location hours, differences in time zones, or selection of delayed service options. Additional restrictions may apply. For further information, please call 800 144 232\*.

**Details of the fees and charges** which you will be required to pay to Western Union for the Service, as well as details of the exchange rate(s) which will be applied, are provided on the transfer receipt. 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). The actual exchange rate will be determined at the time the money transfer is confirmed in the system. All currency is converted at Western Union’s then current rate of exchange. However, for some countries, due to local law requirements, the exchange rate may be an estimate only and the actual exchange rate may be determined only at the time of pay out. Western Union calculates its rate of exchange based on commercially available interbank rates plus a margin. Western Union and its Agents also make money from currency exchange. Most rates of exchange are adjusted several times daily in line with the prevailing rate of financial markets globally. 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 date of receipt. For further information, please call 800 144 232\*.

**The receiver may incur additional fees for receiving the sender’s funds through a mobile telephone or to an account.** The receiver’s agreement with its mobile phone service, mWallet or other account provider governs the account and determines their rights, liability, fees, funds availability and account limitations. In the event of an inconsistency between the account or mobile number and name of the receiver, the transfer will be credited to the account number provided by the sender. Western Union accepts no responsibility to the sender nor to any account holder for any fees, exchange rates used for conversion to non-local currency, acts or omissions of the destination or intermediary financial service providers. Western Union offers free SMS notification in some countries to indicate to the sender that the transaction has been collected by the receiver or to the receiver that funds are available for collection. Should sender or receiver request SMS notification to indicate availability or payout of the funds, Western Union is not responsible for any charges payable by the sender or receiver associated with SMS messages and charges applied by the service provider are the exclusive responsibility of the sender or receiver.

**Conflicts of interest** - WUPSIL performs the Service on behalf of its consumers. Money transfer does not tend to give rise to conflicts of interest entailing risk of damage to the interests of its consumers. If a conflict of interest does arise which cannot be reasonably avoided, WUPSIL shall: a) disclose the general nature and/or source of the conflicts of interest to the consumer, and b) ensure that the conflict does not result in damage to the interests of the consumer. For more information please contact 800 144 232\*.

**Cancellation and Refunds** - You may cancel the transaction at an Agent location or by calling 800 144 232\* up to the time at which the receiver has picked up the money or, for account based transactions, until Western Union has submitted the funds to a bank partner. Once cancelled, Western Union will refund the principal amount, deducting the transfer fee applied for the Service. Refunds typically take up to 10 business days. If payment to the receiver is not made within 45 days, you may request a refund of the principal amount of a money transfer by writing to WUPSIL by letter or email. Western Union will refund the transfer fee upon your written request to WUPSIL by letter or email if the money transfer is not available to the receiver within the timelines specified above, subject to delay not being due to Force Majeure or due to conditions beyond the control of Western Union (or the Agents), including 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.

**In the event you have a complaint**, believe an error has been made or have an enquiry in relation to the Service, please contact customer services: call 800 190 009 or contact us via our website at [www.intercash.cz](http://www.intercash.cz). We will investigate your request and provide you with a response within 15 business days. If you are dissatisfied with the response, you have the right to refer your complaint to the Financial Services Ombudsman in Ireland by writing to 3rd Floor, Lincoln House, Lincoln Place, Dublin 2, Ireland, by calling +353 1 6620899 or via email enquiries@financialombudsman.ie or your local governmental office. Contact details of these offices are available at [http://ec.europa.eu/consumers/solving\\_consumer\\_disputes/non-judicial\\_redress/national-out-of-court-bodies/index\\_en.htm](http://ec.europa.eu/consumers/solving_consumer_disputes/non-judicial_redress/national-out-of-court-bodies/index_en.htm).

Western Union will use and process your personal information as described in its Privacy Statement and you explicitly consent thereto.

\* Free calls from landlines and public phones within the Czech Republic. Standard network charges may apply for mobile calls. Lines are open Monday to Sunday from 7am - 10pm.

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