## TERMS AND CONDITIONS APPLICABLE TO THE WESTERN UNION<sup>®</sup> 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 ("Agents"). WUPSIL is an Irish company with registered offices at Unit 9, Richview Office Park, Clonskeagh, Dublin 14, Ireland. Customers may call the number listed below for the address and hours of Agent and representative locations. WUPSIL may also be contacted by calling the number below.

WUPSIL is supervised by the Irish Central Bank ("Central Bank"). The Central Bank may be contacted by mail at PO Box No 559, Dame Street, Dublin 2, Ireland, by phone at +353 1 224 6000 or by internet at <u>www.centralbank.ie</u>.

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.

For collection of funds in cash 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. Cash 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. Cash 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. In some destinations the receiver may be required to provide identification, a test question answer or both to receive funds in cash. Test questions are not an additional security feature and cannot be used to time or delay the payment of a transaction and are prohibited in certain countries.

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, 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 after 24 and 48 hours respectively from the time the money is sent. Delays and other restrictions apply in certain countries. Call the freephone 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 researches the transaction to determine if the name matched is the individual on the relevant list. On occasion, customers are required to provide additional identification and other information, delaying transactions. 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 cases, 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, mobile phone provider, or account provider) 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 account provider) in addition to the transfer fees. Additional information about exchange rates for specific destination countries can be obtained by calling the freephone number below or on our website at www.westernunion.com.

ACCOUNT BASED TRANSFERS – MOBILE MONEY TRANSFER (MMT) Where available, the receiver may incur additional fees for receiving the sender's funds through a mobile telephone or to a bank or other account. Transfers should be sent to a local (receiver) currency account, otherwise the receiving institution may convert the funds at its own exchange rate or reject the transaction. The receiver's agreement with its mobile phone service, mWallet, bank 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 number (including mobile phone numbers for mobile accounts) and name of the receiver, the transfer will be credited to the account number provided by the sender. Western Union may make money from fees associated with use of an account. 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.

SMS - Western Union offers free SMS notification in some countries to indicate that the transaction has been collected by the receiver (for the sender) or that funds are available for collection (for the receiver). Charges applied by the service provider are the exclusive responsibility of the sender or receiver. Western Union is not responsible for any charges associated with SMS messages. If permitted by applicable law, the SMS will be sent to the sender's and/or the receiver's mobile number provided at the time of this transaction. Western Union will send SMS messages to a gateway for delivery, however delivery is the responsibility of third parties, and cannot be guaranteed. Western Union is not responsible for technical malfunctions that occur outside of its proprietary systems.

REFUND AND ADMINISTRATIVE CHARGE - Western Union will refund the principal amount of a money transfer upon the sender's written request to the address below 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 below 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. WHERE THE SERVICE IS USED TO PAY AN INVOICE OR OTHER OUTSTANDING OBLIGATION, PAYMENT TO WESTERN UNION WILL NOT EXTINGUISH THE SENDER'S LIABILITY TO PAY ANY SUCH OBLIGATION.

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/docs/framework/transposition/complaints\_en.pdf

DATA PROTECTION – Your personal information ("Information") is processed under the applicable laws and is controlled by Western Union (see additional details provided at the outset of this document). Western Union uses Information provided in the money transfer or payment services instruction, together with other personal data which is collected or generated during the course of your relationship with Western Union, to include transaction and loyalty program details, transaction history and marketing preferences, for the purposes of providing the requested services including; administration, customer service, payment confirmation, user validation, fraud prevention, product/business development and other activities. Your Information may also be used in connection with other services, products, commercial communications, convenience and/or rewards programs, you signed up for with Western Union or its affiliates. If you choose to provide details of your telephone number, mobile and/or your email in the optional entries on this form you also expressly consent to receipt of such commercial communications and/or being notified of transfer collection in the indicated medium (phone/SMS/email/MMS), and agree that any charges imposed by relevant service providers are your sole responsibility. If you do not wish to receive marketing communications, please contact Western Union in the manner indicated below.

Western Union will hold and retain Information that the sender gives us about another person to include details about the receiver of the money transfer or payment service the "Third Party's Information") in order to execute the transaction. Provisioning of your Information and 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 and Third Party's Information, Western Union is unable to execute the money transfer or payment service, facilitate convenience activities or other requested services.

You consent to Western Union disclosing or transferring your Information and Third Party Information to third parties located in countries such as the United States, with whom we have a contractual relationship to protect Information and Third Party 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, payment service, to facilitate future transactions, for verification purposes, to assist Western Union to understand and improve our product and service offerings or to supplement your Information with data from publicly available sources. 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. Your Information may be accessed by Western Union and our affiliates, 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, and all other legal Western Union entities, for any of the purposes set out in these Terms and Conditions.

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 deleted.

You have a right to access and to request a copy of your Information for which Western Union reserves the right to 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 call Western Union using the number below during regular business hours.

**Intercash, s.r.o.,** Palackeho 15, 110 00 Praha 1, IC: 45278245, tel.: +420-234 711 711 incorporated in the Companies Register kept by the Municipal Court in Prague, Section C, Insert 9817

## TOLL FREE LINE: 800 190 009 www.intercash.cz info@intercash.cz

\* Toll free line is available daily during regular business hours

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