

Iceland

Terms and conditions applicable to the Western Union® Money TransferSM 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.

WUPSIL 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 for more information.

Western Union offers the Service domestically and internationally. By completing the send or receive money form, providing the funds to be sent and identification as required, and signing the form, 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 are required to inform the receiver about the money transfer, including name of sender, country of origin, name of receiver, approximate sum, the Money Transfer Control Number (the “MTCN”) and any other conditions or requirements applicable at the Agent location.

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, consumers are required to provide additional identification and other information, delaying transactions. This is a legal requirement for all transactions processed by Western Union.

Conditions of payment and liability - Payment shall be made to the person that Western Union or its Agent deems entitled to receive it after examination of identification documents. Payment can be made even when the form filled out by the recipient contains minor errors. The payment can be made 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, MTCN, as well as the country from which the money was sent. Furthermore the recipient must identify him/herself appropriately.

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 and identified him/herself appropriately through an identification document and/or a test question if applicable as the recipient named by you. 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. Furthermore you must take care to ensure that persons other than the recipient do not gain knowledge of data related to the transfer, such as e.g. you or your recipient’s name, the MTCN or the amount of money transferred. 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 **+371 67608347***. 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 typically 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, 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 the “Next Day” or “2 Day” Service is chosen when funds will be available for collection by the receiver after 24 and 48 hours respectively from the time the money is sent. 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 options. Additional restrictions may apply. For further information, please call **+371 67608347***.

You must be of majority age 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. For further information, please call **+371 67608347***.

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 this form. 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 exchange rate may be an estimate only, and the actual exchange rate will be determined at the time the money transfer is confirmed in the system (in some countries, due to local law requirements, the actual exchange rate may be determined only at the time of pay out). 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. Western Union and its Agents may 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 **+371 67608347***.

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. Should sender or receiver request SMS notification to indicate availability or payout of the funds, 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 **+371 67608347***.

Cancellation and Refunds - You may cancel the transaction at an Agent location or by calling **+371 67608347*** up to the time at which the receiver has picked up the money. 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. You may request a refund of the principal amount of a money transfer by writing to WUPSIL by letter or email if payment to the receiver is not made within 45 days. 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 conditions beyond the control of Western Union (or the 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.

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. Western Union is not responsible for any charges payable by the sender or receiver associated with SMS messages.

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 **+371 67608347***, email us at uk.customer@westernunion.co.uk contact us via our website at www.westernunion.co.uk or write to us at Western Union, PO Box 8252, London, W6 0BX. We will investigate your request and provide you with regular updates on its progress. An acknowledgement of your complaint will be sent to you within 5 business days of the complaint being received. The acknowledgement will contain the date of receipt plus a reference number, which should be used in all further communications with Western Union. If you are dissatisfied with the resolution proposed by Western Union, 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.

Your personal information is processed under applicable law and controlled by Western Union Payment Services Ireland Limited. We use personal information you provide to us when using our products and services, as well as other information that is collected or generated during our relationship with you. This includes information from other services like money transfers, bill payments, loyalty or membership program details, previous use of our services history, and marketing choices. This information is used to provide you with the services you have asked for and for activities such as administration, customer service, anti-money laundering, compliance and legal duties, validate your details, to help us understand our consumers by doing analysis and research of the information we hold, to help prevent and detect fraud, debt and theft, to help us improve our products, services and operations, and, subject to your choices, send you commercial communications by email, telephone, post, SMS and by any other relevant channel.

Western Union may also use, collect from and share with other businesses that work with us, information from other products and services and convenience and/or rewards programs, for which you have registered. This information may be used for any of these purposes in this section. We will hold and retain the information that you give us about another person including the details of the receiver of our services in order to execute the transaction. Prior to providing this information you are obliged to notify and secure authorisation from the other person on our use of this information as set out in this section. The provision of this information is optional information, but needed to execute the transaction and provide these services to you. Without it, Western Union is unable to provide the money transfer, facilitate convenience activities or other requested services.

We may provide the information we hold to parties located outside the EEA, including the USA, for the purposes set out in this statement. 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. We may also provide the information to other organisations, including those that help us run our business, if there is a reasonable need to do so, to carry out or aide the money transfer, future services, or for any of the reasons or uses set out in this section. We may add to information you provide with information from other businesses or individuals, including information to validate the accuracy of your information provided by you. Western Union may also give information to third parties, where there is a reasonable need, to help prevent and detect crime, to prosecute offenders, national security or other legal reasons.

The information we hold may be accessed by Western Union and our affiliates including but not limited to Western Union Payment Services United Kingdom Ltd., Western Union Payment Services Ireland Ltd, Western Union International Bank GmbH, Western Union International Limited and Western Union Financial Services, Inc. for any of the reasons set out in this section or for other purposes to which you have agreed. You have a right to ask us to see and get a copy of your information, for which we may charge a small fee. You can also correct, erase or limit our use of the information which is incomplete, inaccurate or out-of-date. And you may object at any time on legitimate reasons to the use of your information, where the processing is not required to complete the service, or required by 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 by calling **+371 67608347*** or alternatively by contacting us via our website www.westernunion.co.uk.



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