

## Terms and Conditions

### 1. INTRODUCTION

- 1.1 The MoneyGram® money transfer service ("**Service**") is provided by MoneyGram Turkey Ödeme Hizmetleri A.Ş. ("**MoneyGram**", "**we**" or "**us**") through a network of agents, authorized delegates, or other permitted entities ("**Agents**"). These Terms and Conditions, along with the Documentation (as defined in Section 1.3) used in connection with the Service to which these Terms and Conditions may be included or attached, constitute the entire agreement ("**Agreement**") between MoneyGram and you, the individual recipient of the Service ("**you**" or "**Receiver**").
- 1.2 This Agreement and the Service allow you to receive a money transfer (a "**Transfer**") that has been sent using our Service from an individual ("**Sender**"). The Transfer has been sent to you in a currency and amount specifically designated by the Sender. MoneyGram will not charge you any fees for receiving the Transfer. The Service is available to you only in your individual capacity known to the Sender.
- 1.3 You must sign any other documentation related to the Transfer, including all forms, receipts, or acknowledgments (collectively, the "**Documentation**") fully and accurately in order to use the Service.
- 1.4 By using, or attempting to use, the Service in any capacity, you are acknowledging that you (i) accept the terms of this Agreement, (ii) have read the Documentation relating to the Transfer and that the information as described on the Documentation is accurate, and (iii) have received from the Agent the currency and amount described in this Agreement and/or the Documentation.. To the extent you desire to exchange the Transfer into a currency other than the currency as described in this Agreement, you further acknowledge and agree that any subsequent exchange of the Transfer is a separate transaction from the Service and is subject to the provisions of Section 7 of this Agreement.
- 1.5 You must provide the Agent with valid identification to receive Transfer. While you will receive a reference number that corresponds to your Transfer ("**Reference Number**"), such Reference Number is not always required to receive a Transfer where other identification means (such as test questions set by the Sender) are utilized. We will not have any liability in the event that the Transfer is disbursed, when and as applicable, to an individual who properly answers a test question, provides a valid identification to the Agent describing such person as the Receiver (even if such identification was false or forged), or provides a Reference Number.

## 2. RESTRICTIONS ON SERVICE

- 2.1 You acknowledge that the Sender or MoneyGram, in certain circumstances, may cancel the Transfer designated for you at any time prior to your receipt and that upon such event, you will not be entitled to receive the Transfer.
- 2.2 We may refuse to allow the Transfer to be collected if we reasonably believe that: (a) by doing so we might break any law, regulation, code or other duty that applies to us; (b) doing so may expose us to action from any government or regulator; or (c) it may be linked with fraudulent or illegal activity.
- 2.3 “Unless the law prevents us, we will notify you the reasons for our refusal and how you can put right any errors that led to our refusal as soon as possible and in any case the latest until the end of the business day following the receipt of the payment order. If the Sender prefers (and the law allows), or if the law requires, we will return the money to the Sender.”
- 2.4 Please note that when a Transfer is ready to collect depends on the timing agreed by the Sender. In addition, you will only be able to collect it from a particular Agent during its operating hours, and if it has sufficient currency available to pay you, and in any case no later than the end of the following business days.

## 3. GENERAL

- 3.1 If the Transfer is not made properly or never arrives, we may be liable to the Sender. We will not be liable to you, except that nothing in this Agreement excludes or limits our liability to the extent that we are unable to exclude or limit it by law.
- 3.2 The Transfer and use of the Service does not involve you having a “deposit” or an account with MoneyGram or an Agent.
- 3.3 Turkish law applies to this Agreement (and to our dealings with you with a view to entering into this Agreement), and the Central Courts of Istanbul shall have non-exclusive jurisdiction for any disputes.
- 3.4 Our Service is for persons 18 years and over and may not be used for escrow or trust or gambling purposes, and may only be used for a lawful purpose. In the event of any conflict between the Turkish version of the Agreement and any translated version of the Agreement, the Turkish version of the Agreement shall prevail and MoneyGram will communicate with you in Turkish.
- 3.5 These Terms and Conditions along with the Form have the characteristics of one-off payment agreement within the scope of Law on Payment and Security Settlement Systems, Payment Services and Electronic Money Institutions numbered 6493 and the relevant regulation.

## 4. DATA PROTECTION AND PRIVACY

- 4.1 We may process your personal information and the details of the Transfer on our systems in order to provide you with Service and to prevent fraud or other

illegal activity. We may also obtain information about you from reputable reference sources as part of verification processes and other servicing of your relationship with us (including market research, special promotions, and sending you information about our services) as permitted by applicable law.

- 4.2 We may, for the above purposes, share the collected personal information with our parent, affiliates, agents, service providers, law enforcement officials or the Sender, any of whom may be in a country other than your own. We will not share the information with anyone else except as permitted or required by law or regulation.
- 4.3 You may request access to your personal information, ask for the information to be corrected or updated, or withdraw your consent for marketing use at any time by calling us at +90 212 9881432 (you may be charged for calls to this number by mobile phone). Please allow at least 4 weeks for processing of your request.
- 4.4 By completing and signing the form, you agree to our collection, use and transfer of your personal information for the above purposes, including transfers to the United States and to the send country. Our Privacy Statement describes how we collect, protect, use and disclose your personal information and is available at <http://global.moneygram.com/tr/tr>.

## 5. CONTACT DETAILS AND CUSTOMER SERVICE INFORMATION

- 5.1 We are committed to ensuring that you receive high quality service from MoneyGram. In the event that you are dissatisfied with our Service or believe that an error has occurred with your Transfer, please contact us as soon as possible. For full details of our complaints procedure or consumer protection advice, or to submit a complaint, you can:
  - call us on our free phone number +90 212 9881432 (you may be charged for calls to this number by mobile phone);
  - visit our website <http://global.moneygram.com/tr/tr/contact-us> and submit the online form;
  - write an email to [CustomerService@moneygram.com](mailto:CustomerService@moneygram.com); or write to us at: Customer Services Department, Büyükdere Caddesi Kırğülü Sokak No:4 Metrocity AVM D Blok Kat: 4 Levent/İstanbul/Turkey.
- 5.2 We will deal with your complaint promptly and fairly. We will try our best to resolve your complaint at the first opportunity. In case we feel we need more time to resolve your complaint, we will send you an acknowledgement within five working days and send you a final response letter within 20 days receipt of your complaint.
- 5.3 **Our contact details for other purposes:** our telephone number is +90 212 9881432 (you may be charged for calls to this number by mobile phone); our website is [www.moneygram.com](http://www.moneygram.com); our address for writing to us is Büyükdere Caddesi Kırğülü Sokak No:4 Metrocity AVM D Blok Kat: 4 Levent/İstanbul/Turkey; and our email address is [customerservice@moneygram.com](mailto:customerservice@moneygram.com).

6. **SEPARATE ARRANGEMENTS**

In addition to their offering of our Service, Agents may offer you their own products or services such as currency exchange. These additional products or services are separate and independent from the Service, are offered under the Agent's own terms and conditions, and do not involve MoneyGram in any way. These additional products and services are likely to have their own fees associated with them.

7. The parties have executed two (2) copies of this Agreement, and each party shall retain each copy of them respectively.