

## **Terms and conditions applicable to the FOREX AB money transfer service in cooperation with Western Union® (the "Service")**

The Service is offered by FOREX AB ("Company") in cooperation with Western Union International Limited, an Irish company, for all transactions (other than money transfers from the USA, Canada and Mexico and commercial services transactions which are offered in cooperation with Western Union Financial Services, Inc., an American company) (together "Western Union").

Company is incorporated in Denmark with registered offices at Jorcks Passage 1 B, 3, 1162 København K, Denmark and is registered with the Finanstilsynen. Consumers may call 80200040\* to enquire about branch addresses and opening hours.

**Company is regulated by the Finanstilsynen ("Regulator")** in Denmark under number Org. 27748562. The Regulator may be contacted by mail at Finanstilsynet, Århusgade 110, 2100 København Ø, by phone at 33 55 82 82, or by email at [finanstilsynet@ftnet.dk](mailto:finanstilsynet@ftnet.dk).

**Company, in cooperation with Western Union, offers the Service both 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 neither Company nor Western Union will be able to provide the Service to those individuals and countries.** Company and Western Union are required to screen all transactions against lists of names provided by the governments of the countries and territories in which Company and Western Union 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, Company and Western Union research 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 Company and Western Union. For further information, please call Western Union on 80200040\*

**Conditions of payment and liability.** Payment shall be made to the person that Company or Western Union deem 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 recipients' government issued photo identification documents and only when the recipient has given the transaction details required by Company and 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. Company and Western Union will have fulfilled their obligation to you as soon as the transferred sum of money has been paid out to the person who has quoted the above-mentioned transaction details. Company or 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. Company and Western Union recommend transferring sums of money only to persons you know. Neither Company nor Western Union 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 80200040\* or contact Company at any of its branches. Prior to reporting such a loss, theft or improper use, 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.

Company and 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. Company and Western Union's liability, the liability of its affiliated companies and of its agents (including foreign ones), is excluded in cases of minor negligence. The liability of Company and 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 Company or Western Union be liable if you have willfully or negligently disclosed data related to the transfer to persons other than the recipient. Company and 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 and Company's influence (e.g. strike, industrial lock-out or orders issued by government authorities)).

Where Company or Western Union or its agents accept a cheque, credit or debit card or other non-cash forms of payment, neither Company nor Western Union or its agents are obliged to process the money transfer or pay it out, if the payment cannot be cashed. Furthermore, neither Company nor Western Union or its agents shall be liable for damage caused by a non-payment to a receiver due to the collection by Company or 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 Company or Western Union or its agents have been able to cash the particular payment.

Company or Western Union or 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 Company or Western Union or its agents ("**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, Company location hours, differences in time zones, or selection of delayed Service options. Additional restrictions may apply. For further information, please call Western Union on 80200040\*

**Details of the fees and charges** which you will be required to pay to Company and 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. Company and 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, Company or 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 Western Union on 80200040\*

**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. Company and Western Union accept 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. Company and Western Union offer 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, Company and Western Union are 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.

**Learn more about your rights when making payments in EU:**

[https://ec.europa.eu/info/sites/info/files/business\\_economy\\_euro/banking\\_and\\_finance/documents/leaflet-your-rights-payments-eu\\_en.pdf](https://ec.europa.eu/info/sites/info/files/business_economy_euro/banking_and_finance/documents/leaflet-your-rights-payments-eu_en.pdf)

**Conflicts of interest** – Company and Western Union perform the Service on behalf of their 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, Company or Western Union 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 the Company at [kundekonsulent@forexvaluta.dk](mailto:kundekonsulent@forexvaluta.dk)

**Cancellation and Refunds** - You may cancel the transaction at any Company location or by calling Western Union on 80200040\*, up to the time at which the receiver has picked up the money or, for account based transactions, until Company or Western Union has submitted the funds to a bank partner. Once cancelled, Company and 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 Company by letter or email. Company will refund the transfer fee upon your written request 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 Company, Western Union or its 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.

**If an error has occurred in one of FOREX branches**, please contact the branch directly for inquiry and response to your case. If you are not satisfied with the decision you receive and in the event you have a complaint please contact FOREX Kundekonsulent at [kundekonsulent@forexvaluta.dk](mailto:kundekonsulent@forexvaluta.dk), or by writing to FOREX, Nørre Voldgade 90, 1358 København. We will acknowledge receipt of your request within 3 business days. We will then investigate and provide you with a response within 14 business days. If you are dissatisfied with the response, you have the right to refer your complaint to Den offentlige forbrugerportal, [www.forbrug.dk](http://www.forbrug.dk), or to Det finansielle ankenævn, [www.fanke.dk](http://www.fanke.dk), 35 43 63 33, or to Retten, [www.domstol.dk](http://www.domstol.dk)

These terms and conditions are subject to the laws and Courts in Denmark which have exclusive jurisdiction for any disputes arising thereof.

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

\* Free calls from landlines and public phones. Standard network charges may apply for mobile calls. Lines are open Monday to Sunday from 8am – 8pm.