**Terms and Conditions**

1. **INTRODUCTION**

MONETA SH.P.K. offers money transfer and payment service. It is licensed and supervised by the Central Bank of Kosovo (CBK) and is authorized by MoneyGram Payment Systems, Inc. (hereinafter: “MPSI”) a subsidiary of MoneyGram International, Inc. (hereinafter: “MoneyGram International”) to provide money transfer services through its network of agents.
2. **SEND TRANSACTION**

* 1. Send transaction allows you to send money to the person named on the form (the “recipient”) (a) to collect in cash at a MoneyGram location (our “cash to cash” service); or (b) to receive into his/her bank account or other type or physical or virtual account including mobile wallet (our “cash to account” service). These conditions apply to both services, expect where we say they apply to one of them.
	2. The recipient can only collect the money in the receive country stated in the form. Once your service reps processed this transaction and have taken your money, the recipient can collect the money at any MoneyGram location in the receive country within minutes in cash, in the currency stated in the form. We will not contact the recipient when the money is ready to collect, so this is something you will need to do.
	3. The transfer is processed within 10 minutes. If the customer does not withdraw the money within 45 days, the transfer is blocked and MoneyGram must be contacted for activation. The transfer expires after 90 days and we have no responsibility.
	4. You must not give the reference number to anyone other than your chosen recipient and do all you reasonably can, to make sure no one else can obtain that.
	5. There are limits on how much money you can send. Your service rep will, as necessary, tell you what they are.
	6. We do not offer our services in all countries. You can call us, visit our website or ask a service rep to find out the availability of our services, and addresses and opening times of locations offering the MoneyGram service.
1. **RECEIVE TRANSACTION**
	1. Receive transaction allows you to receive money that a sender has agreed to make available to you, for an amount specified by sender, to collect at a Moneta location and we will not charge you for this service. Note that the service is for you to receive money as a private individual known to the sender and you must not accept money as a commercial payment.
	2. The service rep will ask for the reference number of the transfer (which you can get from the sender).
	3. You must provide the service rep with what it reasonably believes to be valid identification.
2. **SIGNNG THE FORM**
	1. You must sign the SEND or RECEIVE form and ensure all sections have been fully and accurately completed. If you do not, we may not be able to complete the transaction. You must call us if any of information you provide changes before the recipient collects or receives the money.
	2. Our contact details: our website is [www.monetaks.com](http://www.monetaks.com) or [www.moneygram.com](http://www.moneygram.com); and our email address is moneta@monetaks.com or customerservice@moneygram.com.
3. **CHARGES AND CURRENCY EXCHANGE**

You must pay the fee stated in the form. You will not be charged any other fee for the transfer. You can only send money in a certain currency or currencies. Your service rep will tell you whether a payout currency is available at a particular service rep location in the receive country and (if different to the currency in which you pay us) what exchange rate will apply. Your chosen currency, the agreed exchange rate and the converted amount will be stated in the form.

1. **RESTRICTIONS ON TRANSFERS**
	1. We may refuse to send the money or allow it 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. You can call us to tell you (unless the law prevents us) the reasons for our refusal and how you can put right any errors that led to our refusal. If the sender prefers (and the law allows), or if the law requires, we will return the money to the sender.
2. **CANCELLING AND REFUNDING A TRANSFER**

We can cancel the transfer upon your request before the recipient withdraws the money. You must make the request to the agent where you made the send transaction. We will respond promptly to your request, but may take up to 30 days at most.

1. **ADDITIONAL CONDITION FOR CASH TO ACCOUNT TRANSFERS**

We will send the money to the bank account or any other physical or virtual account which you specify in the form. For information on when a payment will be credited to such an account, you need to contact the recipient's bank or the relevant account service provider. The recipient's bank or relevant account service provider may apply its own charges to the transfer, which do not involve us.

1. **OUR LIABILITY**
	1. We will not be liable if we break this agreement because of: (a) abnormal and unforeseeable circumstances outside our control where we could not avoid breaking this agreement despite our efforts to the contrary - this may include, for example, delays or failures caused by industrial action, problems with another system or network, mechanical breakdown or data-processing failures; or (b) our obligations under applicable laws to which we may be subject to.
	2. We are not liable to you for more than the amount of money you send and our fee. We will not be liable for any incidental, indirect, special or consequential losses or costs you suffer or, as this agreement is made with you as a consumer, any business losses or costs (such as loss of business profits or opportunities).
	3. Our service is for you to send money to a private individual known by you rather than to make a commercial payment, and you must not use it for those types of transaction. You must also follow the fraud warnings on the form. If you ask us to pay someone who turns out to have defrauded you, or who fails to meet their obligations to you, we will not be liable as a result.
2. **OTHER TERMS**We will report money transfers to any government authorities if we are required to do so by law.
3. **GENERAL**

If the transfer is not made properly or never arrives, we may be liable to the sender. We will not be liable to receiver, 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.

1. **DATAPROTECTION**
	1. MoneyGram and Moneta are separate controllers of data in course of transaction, each company has its own privacy obligations, under respective laws.
	2. **Data Protection in scope under Moneta’s obligations:**
		1. Moneta is committed to protecting your privacy. We may use your personal information and the details of your transfer, and store them on our databases, in order to provide you and the recipient with transfer services, for managing our business (including administering our ongoing relationship with you) and for market research as permitted by applicable law.
		2. We may, for the above purposes, share the information with MPSI. We will not share the information with anyone else except as required by law. We have security practices and procedures in place to restrict access to personal information as appropriate.
		3. You may request access to your personal information, ask for the information to be corrected or updated or, for legitimate reasons, oppose its processing, by writing to or e-mailing us (kujdesipërkliente@monetaks.com) or calling us.
		4. By completing and signing the form, you agree to our collection, use and transfer of your personal information for the above purposes. Our website sets out our latest data protection policy and we will, as required by law, tell you about any changes to such policy.
	3. **MoneyGram’s information under privacy laws**
		1. MPSI shall be controller of your data once those data will be delivered to MPSI’s systems by Moneta. MPSI will share your data with other MoneyGram partners or companies within MoneyGram Group if needed. Due to certain local regulations on money transfer, anti-money laundering etc. various companies may receive your data and process them as controller.
		2. The list of controllers within MoneyGram group is available here <http://global.moneygram.com/controller-list>
		3. The MoneyGram Privacy Notice is published on the MoneyGram website <http://global.moneygram.com/privacy-notice> Such notice contains information about your privacy, rights, purposes of processing as well as controller for particular jurisdiction.
2. **COMPLAINTS**
We are committed to providing you with the best service at all times. In the unlikely event that you are dissatisfied with our service, 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
	1. visit our website [www.monetaks.com](http://www.monetaks.com) or [www.moneygram.com](http://www.moneygram.com) and submit the online form;
	2. Call us on our Toll Free number (within Kosovo) 080050500;
	3. write an email to kujdesiperkliente@monetaks.com or customerservice@moneygram.com;
	4. write to us at: MONETA SH.P.K. Illyria Building, Prishtine-Gracanica, Pristina or at: Customer Services Department, MoneyGram International., Resolution Assurance Department, Konstruktorska Business Centre; 13 Konstruktorska Street, Warsaw, Poland 02-673.