

## **GENERAL TERMS AND CONDITIONS TO BE APPLIED TO THE WESTERN UNION® MONEY REMITTANCE SERVICE ("SERVICE")**

The Service is provided by Montenegro Transfers doo Podgorica ("Payment Institution" or "Service Provider"), in co-operation with the Western Union Network (Ireland) Limited ("Western Union"), through the registered agents' network ("Agents") in the territory of Montenegro. The Western Union, daughter company of the Western Union Company is an Irish business company with the registered office at the address: Unit 9, Richview Office Park, Clonskeagh, Dublin 14, Ireland.

The Payment Institution is a company with the registered office at the address: Hercegovačka no. 32, 81000 Podgorica, Montenegro. It can be contacted at +382 (0)20 321 321 and e-mail: [info@montenegrotransfers.me](mailto:info@montenegrotransfers.me). It has been registered and it is under the supervision of the Central Bank of Montenegro (CBoM). The Service Provider is registered in the Registry of Payment Institutions pursuant to the Decision of 26/03/2015 No.0101-4014/70-3. You can find the information about this at [www.cbcg.me](http://www.cbcg.me) - the Registry of Payment Institutions and their Agents.

The Payment Institution, in cooperation with Western Union, offers national and international payment transactions of money remittance execution (hereinafter referred to as: the Service). Only adults may use this type of service. Each money remittance shall get a unique Money Transfer Control Number ("MTCN").

By filling in the "Send money" or "Receive money" form, by paying in the funds to be sent, by necessary identification of the money remittance Sender/Receiver, and by signing of this form, you grant your approval for sending or receiving money remittance. Prior to sending the money remittance, you will receive information about the maximum time necessary for its execution, the amount of fee to be charged, and also the exchange rate that will be applied to the transaction, in the same manner that has been used when giving order for the money remittance execution. Your obligation as the Payer (hereinafter: the Sender) is to inform the Receiver about the money remittance, including the Sender's name and surname, country of origin, Receiver's name and surname, approximate amount, the Money Transfer Control Number (hereinafter referred to as the "MTCN"), and any other conditions and requests applicable at the point of service. The Sender shall bear all relevant fees and costs regarding the Service.

**Terms of Payment and Liability** – international remittance of money receipt shall be disbursed to a natural person whom the Service Provider, Western Union or its Agents, after the inspection of the identification document, see as authorized person to receive the money. Disbursement can be effected only after the Recipient has given relevant information about the transaction as requested by the Service Provider/Western Union, and in particular the amount paid, Sender's name and surname, MTCN, as well as the country from where the money was sent.

It is considered that the Service Provider / Western Union has fulfilled its obligation towards you as the Sender at the moment when the money transferred has been disbursed to the person who has provided the above stated transaction data, and identified himself/herself in due manner by presenting his/her identification document and/or by answering test questions if applicable, as the Recipient indicated by you. The Service Provider/ Western Union shall examine the following: transaction data as indicated by the Recipient, identification document as presented, with due attention, and refuse to make the disbursement in case there is reasonable doubt regarding the authenticity of the identification document.

It is your obligation to ensure that all information granted by you is accurate, complete and legible. You will also take steps to ensure that only the Recipient gets information about the transaction, such as your name and surname, Recipient's name and surname, the MTCN and/or the amount of the money remittance.

The Service Provider/Western Union recommend that money transfer should be carried out solely with the individuals known to you. You should remember that money remittance may be disbursed to the Recipient in a short time, and after the money has been disbursed it shall not be possible to have the money refunded by the Western Union, even in the event the transfer resulted from fraud. The Service Provider/ Western Union neither accept, nor give any guarantee regarding the delivery, or characteristics of the goods/services paid by using this Service.

Regular money remittances are usually available for payment within several minutes, unless the "Next Day" or "2 Days" service was selected, in which cases the funds will be available for disbursement to the Recipient after 24 or 48 hours from the moment when the money was sent. Disbursement may be delayed, or the Service may be unavailable depending on particular transaction conditions, including the amount of money remittance, receiving country, currency availability, regulatory requirements, identification requirements, Agent's office hours, difference in time zones, or selection of a service of deferred disbursement. Additional restrictions may apply. For additional information please contact CSC.

Effective regulations ban transactions with certain individuals and countries to Senders– the Service Provider /Western Union is requested to check all the transactions having in mind the lists with names sent by the governments or regions of those states where the Western Union is present, including the Office of Foreign Assets Control ("OFAC") of the US Department of Treasury, and the European Union. In the event of identifying the name from the list, the Service Provider/Western Union shall examine the transaction in order to determine whether the identified person is really the person whose name is on the relevant list. Depending on the situation, the user shall be requested to provide additional identification documents, as well as other information, which may lead to transaction execution delay. This represents a legal request for all Western Union transactions.

In case you believe that the information regarding your transaction has been stolen, lost or copied, please contact us immediately by dialing +382 (0)20 321 321. The Service Provider / Western Union shall not be liable if (i) you sent the data on the transaction to the

persons other than Recipients, i.e. to third parties which resulted in improper use or (ii) you failed to inform us immediately about the loss, robbery or improper use or (iii) you acted in fraudulent manner, wilfully or out of gross negligence.

The Service Provider and the Western Union shall be considered liable for damage arising as a result of acting with intent or gross negligence by any of their employees or Agents processing your payment transaction in accordance with valid regulations. Liability of the Service Provider and the Western Union, as well as of their affiliated companies and Agents, shall be excluded in the event of ordinary negligence. Liability of the Service Provider and the Western Union shall be limited to the refund of the typical predictable damage under the Agreement and up to the maximum amount that is equal to USD 500 (in addition to the refunded sum of the money remittance and the fee for the transaction). The Service Provider and the Western Union shall by no means be liable in the event that you wilfully or by negligence disclosed the data relating to the transfer to individuals other than the Recipient. The Service Provider and the Western Union shall not be liable for damage resulting from force majeure, failure in the telecommunication lines, civil unrest, war and other events beyond reasonable control of the Service Provider and the Western Union (such as strikes, industry measures or orders issued by Government bodies).

In cases when the Western Union's Agent receives a cheque, a credit or a debit card, or other forms of cashless payments, neither the Western Union/Service Provider, nor their Agents shall be obliged to process the money remittance, or to disburse it in case the payment cannot be cashed. Additionally, neither the Service Provider nor the Western Union, nor their Agents shall be liable for damage incurred by non-disbursement to the Recipient due to the collection by Western Union or their Agents of the cashless forms of payment or the damage incurred due to execution of the money remittance only after the Western Union has succeeded in cashing the particular payment.

The Service Provider / Western Union reserves the right to amend these conditions or services offered without any prior notification. The Service Provider, the Western Union and their Agents may refuse to render the Service to any individual without stating the reasons for such an action, and in particular in order to prevent fraud, money laundering and terrorist financing, or to comply with the applicable regulation, court order, or request of any regulatory or Governmental body. You may receive all relevant information regarding the limits of amounts to be sent at the points of service provision.

Information on fees and relevant costs to be paid to the Service Provider/Western Union for the Service, as well as data on foreign currency exchange rate applied are indicated in this form.

**Currency** – Money remittance disbursements shall usually be executed in the currency of the Recipient's country (in some countries the disbursement is possible only in some alternative currency). Informative reference foreign currency exchange rate may only represent an estimate, whereas the actual exchange rate shall be determined only after the money remittance has been verified in the system. Each currency is exchanged according to the current Western Union foreign currency exchange rate. The Western Union

calculates its reference foreign currency exchange rate based on commercially available interbank exchange rates, plus the margin. The Western Union/ Service Provider may have earnings from currency conversions. Majority of exchange rates is adjusted several times during the day to the exchange rate prevailing at the global financial markets. Within the legal limits, the Western Union/Service Provider may deduct any administrative fee from money remittances that have not been disbursed within one-year period from the date of receipt.

Where such service is available, the Recipient may have additional costs for receiving of the Sender's funds by means of mobile phone or to the account. The Contract concluded between the Recipient and the mobile telephony service provider, mWallet account, or other provider of similar service, is relevant for that account, and it stipulates their rights, liabilities, fees, availability of funds and limits regarding the account. In case of incongruence between the account number or the number of the cell phone, and the Recipient's name and surname, the transfer shall be executed to the account number as indicated by the Sender. The Western Union/Service Provider shall not accept any liability towards the Sender, or any other account holder, for any expenses, foreign currency exchange rates used for the conversion into currency other than domestic, acting or failure to act by payment service providers at the place of service, or the Agents. Should the Sender or the Recipient request an SMS notification on availability or disbursement of funds, the fee that shall be charged by the Service Provider/Western Union shall be borne exclusively by the Sender, or the Recipient.

**Cancellation and relevant fee** – A payment transaction may be cancelled at the Agent's location, or by calling the number +382 (0)20 321 321, until the moment when the Recipient withdraws the money. In the event of cancellation, the Western Union/Service Provider shall compensate the original sum of the money remittance, without the transaction fee applied to the Service. The refunding procedure usually takes up to 10 working days. You may request the refund of the original amount of money remittance by means of a written request, or by an e-mail sent to the Service Provider/Western Union, in the event that the payment to the Recipient did not materialize within 45 days. The Western Union/Service Provider shall refund the transaction fee after your written request, or after an e-mail sent to the Service Provider /Western Union, in case the money remittance was not available to the Recipient within the above stated deadlines, under the condition that the cause of this delay has not been beyond reasonable control of the Service Provider/Western Union (or Agents), such as the regulatory requirements, bad weather conditions or failure in telecommunications. Payment of some money remittances may be delayed as a result of enforcement of the US law or other applicable law.

**SMS** – the Western Union offers free of charge SMS notifications in some countries in order to notify the Sender that the funds were paid to the Recipient and to inform the Recipient that the funds are available for disbursement. The Western Union shall not be liable for costs incurred by the Sender or Recipient in relation to SMS messages.

**Submission of complaints** - The payment services user can submit a complaint to the Payment Institution (PI) within 3 years from the day when the user's right was violated, namely: by mail or by personal delivery to the address of the Payment Institution, at the location of the Agent/PI and by sending a complaint to the e-mail: [prigovori@montenegrotransfers.me](mailto:prigovori@montenegrotransfers.me). An orally submitted complaint will not be considered. PI is obliged to provide the user with an answer to the complaint free of charge within 15 days from the day of

receipt of the complaint at the latest. If PI is unable to provide an answer within 15 days due to reasons beyond its control, it is obliged to submit, within 15 days from the day of receipt of the complaint, a notification about the reasons for the delay in the response and to specify the deadline for the response, which must not exceed 30 days from the day of receipt of the complaint. If the complainant is not satisfied with the PI's answer or the PI's answer is missing, the user has the option of alternative dispute resolution (Centre for Alternative Dispute Resolution at the address Serdara Jola Piletića bb, Podgorica or at <https://centarzaars.me/>), as well as to submit a complaint to the Central Bank of Montenegro, at the address Bulevar Svetog Petra Cetinjskog no. 6, 81000 Podgorica.

Your personal data shall be processed in accordance with applicable laws and as such they will be subject to the control by Service Provider and Western Union Payment Services Ireland Limited (the basic information on which have been indicated at the beginning of this document). We shall use your personal data provided when you use our products or services, as well as other information collected or occurring during our co-operation. This includes information related to other services such as money remittances, data concerning the loyalty programs or memberships, transaction history and marketing preferences. This information is used in order to supply the service as requested and for activities such as administering, providing the service to the users, prevention of money laundering, acting in accordance with regulations and meeting of legal obligations, certifying of personal data so that we could understand our users by preparing analyses and checking of information in our possession, to assist in prevention and detection of fraud, debt and theft, to improve our products, services and activities and depending on your preferences, send you the promotional material via e-mail, telephone, mail, SMS and any other suitable way.

The Western Union/Service Provider may also use, collect and share with other persons with whom they cooperate, the data in relation to other products and services, benefits and/or loyalty programs for which you applied. These data may be used for any of the purposes referred to in this section. The Western Union / Service Provider shall keep the data that you provide about other persons such as the data on the recipient of our services in order to execute the transaction. Prior to providing these data, you shall be obliged to inform and ensure authorization of that other person, so that we could use this information as indicated in this section. The delivery of these data is optional, but necessary in order to execute the transaction and provide service. Without that, Service Provider / Western Union would not be able to provide money remittance service, enable using of loyalty program or any other requested services.

We may deliver the data we possess to the parties located out of EEA including USA for the purposes indicated in this document. The categories of data that are transferred include data on personal identification, contact details and data related to money remittances, transaction history and any other data that you submitted. We may deliver the data to other organizations, including those that assist us in our business if there is a reasonable need to do so in order to execute or assist in execution of the transfer of money remittance, future services or any other reason or purpose as mentioned in this section.

We are authorized to supplement the data provided by you with data obtained from other legal or physical entities including the data based on which the accuracy of the data you provided is checked. In addition to this, when there is a reasonable need, Western

union/Service Provider may provide data to third parties in order to assist in prevention or detection of criminal offenses and prosecution of the perpetrator for national security reasons or other legal reasons.

The Western Union / Service Provider and companies associated with us, including but not limiting 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. may access these data for any purpose indicated in this section or for any purpose for which you provided your approval by signing this form.

You shall be entitled to access your data and request copy thereof. You shall also be entitled to correct, delete or limit the processing of data that might be incomplete, incorrect or obsolete. You may at any time, on legitimate grounds, express complaint regarding the processing of your data in the event when such processing is not necessary for the service provision or when it is necessary pursuant to the law and other regulations. If you want to exercise these rights or if you do not want to receive commercial notifications from Western Union, please contact the Service Provider by dialing +382 (0)20 321 321 during regular office hours or alternatively by contacting us via e-mail [info@montenegrotransfers.me](mailto:info@montenegrotransfers.me).

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