

TERMS AND CONDITIONS DIRECT TO BANK SERVICE**Article 1 Scope**

1. International Money Transfer NV shall provide the Customer Driven DIRECT TO BANK SERVICE (hereinafter: the Service) in accordance with the applicable laws and regulations and under the following Terms and conditions.
2. When Customer uses the Direct to Bank Service, the Customer accepts these Terms and conditions.

Article 2 Definitions

1. Account: the Customer's bank account with one of the local Banks in Suriname.
2. Business day: any day on which International Money Transfer NV is open for business in the Republic of Suriname other than a Sunday or holiday;
3. Customer: a person/ entity referred to in the Know Your Customer Form and requesting the Home delivery service, which request has been accepted by International Money Transfer NV.
4. Designated Account: an account Customer designates for receiving funds transferred to or sending funds from his/her Account. The Designated Account can be in Customer's name or in another person's name.
5. Instruction: any instruction or consent Customer or anyone else on Customer's behalf gives International Money Transfer NV to pay money into or from Customer's Account.
6. Personal data: any information about the Customer from which the Customer can be identified.
7. Security Credentials: the personalized security features International Money Transfer NV requires Customer to use now or in the future to (a) access your Account through our online or offline channel; and (b) to authorize transactions on your Account. Examples of Security Credentials are: a personal identification number (PIN), password, one-time passcode, security number or code (including those generated by a Physical Security Key), a fingerprint or other distinctive personal characteristic, or any combination of these features or other ones International Money Transfer NV requires now or in the future.
8. Service: the Direct to Bank service, i.e. the transfer of funds to Designated Accounts.
9. WUPOS: Western Union point of sale system. The program which processes all incoming and outgoing money transactions.

Article 3 Description of the service and registration requirements

1. Customer Driven Direct to Bank is a service that allows (pre-registered) Customer's to request a Western Union transaction to be sent to their bank account. The Customer will have to call, e-mail, send a WhatsApp message or a SMS¹ each time he/she wishes for the funds to be deposited to/from his/her account.
This Service will be available for Customer's with bank accounts at the different local banks in Suriname.
2. When a Customer visits the website or a location of International Money Transfer NV he/she will have to register for the Service (digitally or in person) through a Know Your Customer (KYC) registration form. This form must be filled out one time.
The Customer must provide the FLA with ID(s) and proof of account (Bank book, deposit slip or bank statement).
3. Customer fills out the KYC Registration form and sends a signed copy digitally or in person to International Money Transfer NV together with the requested documents.
4. The KYC Registration form will be reviewed by the compliance officer and will be approved or rejected, after which the registration is completed. When the compliance officer has approved the filled-out KYC form, the service has been activated.
The Customer is able to perform transactions.
5. After Customer's initial registration International Money Transfer NV will not contact Customer to fill out the KYC Registration form again, unless legislation or security measures require her to do so.
6. When performing a transaction, it will be processed in the Western Union point of sale (WUPOS) system. International Money Transfer NV will then transfer the funds received by Customer to the bank account of Customer in Suriname.
7. This Service is available only upon request from Customer.
8. The method of validation to require the service may be modified by International Money Transfer NV in the future.
9. In order to apply for the Direct to Bank Service and use this Service, Customer must be of the age of 18 or above.
10. International Money Transfer NV reserves the right to suspend the Service in the future for any reason or cause. International Money Transfer NV will communicate, to such suspension or interruption of the Service at the time that Customer requests the validation for a particular transaction. In such cases, Customer must collect the transaction personally at any International Money Transfer NV location.

¹ At the start of the Service, it is not possible yet to send Direct 2 Bank requests via WhatsApp and SMS. International Money Transfer NV will notify the Customer in time when both WhatsApp and SMS are available.

Article 4 Provide Accurate Information

1. Customer represents and agrees that all information the Customer provides in connection with the Service is accurate, current and complete. Customer agrees not to misrepresent his/her identity or account information. Customer agrees to keep his/her account information up to date and accurate.
2. Please use care when providing bank account information. Funds will be deposited in the bank account corresponding to the account number Customer provides.

Article 5 Data Protection

1. For the purposes of fulfilling these Terms and conditions and in order to comply with our legal obligations, the Customer acknowledges and confirms that International Money Transfer NV may collect, store and process the personal data of the Customer. See Appendix 1 for more details.
2. The information the Customer supplies to International Money Transfer NV will enable her to carry out her obligations arising from any contracts entered into between the Customer and International Money Transfer NV and to provide the Customer with the Service. It will also enable International Money Transfer NV to contact the Customer, when necessary.
3. International Money Transfer NV may use the information the Customer provides International Money Transfer NV with to verify the Customer's identity using third parties or third-party systems to do so.
4. In the event the Customer fails to provide the data International Money Transfer requires, she will not be able to perform the Service, if the Customer requests.
5. International Money Transfer NV will only retain the personal data of the Customer for no longer than is required or allowed under the laws of the Republic of Suriname.
6. The Customer has the right to (a) access, (b) rectify or (c) request the data provided to International Money Transfer NV in a readable format (data portability). International Money Transfer NV will respond to Customer's reasonable requests to exercise these rights. If the Customer wishes to exercise these rights please contact International Money Transfer NV at westernunion@cirkegroup.com.

Article 6 Transactions

1. Transactions are only possible up to an amount of USD 7.500, - or EURO 5.000, -
The Compliance Officer may ask for additional information when the Customer instructs International Money Transfer to perform a Direct to Bank transaction to the value of the abovementioned amounts.
2. The money will be deposited into Customer's bank account within 4 business days.
In some cases, it could be deposited the same day. The 4-day count begins the day after Customer's transaction is processed in the WUPOS system.
3. Once the transaction has been credited to the Customer's Account, the Customer may be subject to fees imposed by the Customer's Bank for accessing funds.
4. Funds may be delayed or services unavailable based on certain transaction conditions, including amount sent, regulatory issues, identification requirements and differences in time zones.
5. With respect to the crediting of amounts to Customer's bank account, the Customer's bank may from time to time establish various restrictions (including limitation on the maximum payment amount or the payment frequency, requirements regarding the receivers' age, address, place of residence and other attributes, and other restrictions imposed under the laws and regulations) or make amendments to such restrictions without prior notice to Customers.
6. International Money Transfer NV shall notify Customer by telephone, email, WhatsApp or SMS if she for any reason cannot pay the full amount of the transferred funds into the Customer's Account.

Article 7 Instructions

1. The Customer permits International Money Transfer NV to act on any instruction the Customer gives, or which appears to have been given by Customer. Other than provided in article 7.3, Customer cannot withdraw this permission. Once an Instruction is received with the correct Security Credentials, the Customer agrees that International Money Transfer NV can act on it.
2. International Money Transfer NV can only act on Customer's Instructions when she receives them. Customer acknowledges and agrees there may be a time lag between the time the Customer instructs International Money Transfer NV online and when she receives that Instruction, and International Money Transfer NV shall take no responsibility for that.
3. Customer can ask International Money Transfer NV to cancel or amend any instruction, but she may not be able to do so. International Money Transfer NV will have no liability to Customer in respect of any such request to cancel or amend a previously issued instruction where she is unable to do so.

4. If International Money Transfer NV receives an instruction that does not have the information that she needs to identify the Designated Account, for example a wrong Account Number, she may refuse to process it. International Money Transfer NV will tell Customer if she refuses to process an instruction for this reason. International Money Transfer NV will not be liable to Customer or anyone else if that results in any loss or expense.

Article 8 Fees

There is no fee for sending or receiving a transfer under the Service.

Article 9 Joint and Several Liability

1. If Customer's Account is held jointly in the name of two or more persons at any time, all accountholders will separately have to fill in a KYC form, pursuant to article 3.3-3.4, when applying for the Service.
2. When the Customer instructs International Money Transfer NV to perform a Direct to Bank transaction, the Customer is required to provide a signed letter of consent from the other account holder(s), which authorizes the Customer to perform the Direct to Bank transaction.
3. The letter of consent, as mentioned in article 9.3, must contain the following information:
 - a. The transaction that needs to be performed;
 - b. The amount;
 - c. The full name and autograph of the consenting account holder;
 - d. A copy ID or passport of the consenting account holder.
4. When using the Service each of the account holders is jointly and severally liable under these Terms and conditions and for any Instruction International Money Transfer NV receives from any of the account holders. This means International Money Transfer NV can ask all or any of the account holders to meet any obligation arising from these Terms and conditions or any Instruction any of the account holders gives International Money Transfer NV.

Article 10 Responsibilities International Money Transfer NV

1. If funds are credited to an account other than the Account instructed by Customer or are otherwise misdirected by International Money Transfer NV due to an error of International Money Transfer NV, International Money Transfer NV shall immediately credit an equivalent amount to the proper Account.
2. If International Money Transfer NV may not be able to provide Customer with the Service due to any force majeure causes, including but not limited to strikes, lockouts, riots, civil commotion, failure of telephones, telephone systems, email, the internet or

failure of other electronic equipment (including software and networks), electricity failure, surges or fluctuation, acts of God or acts of Government, changes in legislation, or any cause of whatsoever nature beyond the reasonable control of International Money Transfer NV, she shall be relieved of its obligations hereunder and International Money Transfer NV shall not be deemed to be in default so long as any such event or the effect thereof persists.

3. It is possible that the Service may not be available or may not work properly despite International Money Transfer NV's reasonable efforts to maintain them.
4. International Money Transfer NV is not liable to Customer or anyone else for any loss or expense caused if the services are not available or are not working properly for a reason set out in Clauses 10.2 and 10.3.
5. International Money Transfer NV will not be responsible for any losses caused, if:
 - a. she makes a payment in accordance with an Instruction and that Instruction contained incorrect information, or an incorrect account number supplied by Customer; or
 - b. if International Money Transfer NV can show that a payment was made by her and received by the payee's bank within the time set out in these Terms and conditions; or
 - c. the payment is not possible due to a regulatory or other legal reason.

Article 11 Records

All records maintained by International Money Transfer NV of transactions of the Customer and such other details (including but not limited to the date, time and amount credited to the Customer's account) pursuant to the Service shall be deemed conclusive evidence of the Direct to Bank transaction.

Article 12 Errors or Questions About Transactions

1. Customer can contact International Money Transfer NV if he/she has questions about a transaction or suspects that an error has taken place. Send a mail message to westernunion@cirkelgroup.com
2. International Money Transfer NV must hear from Customer no later than five (5) days after the transaction.
3. When providing a complaint or question in writing or via email please provide the following information:
 - The MTCN, your name and account number;
 - The date and amount of the transaction in question;

4. International Money Transfer NV will investigate the complaint and report back within ten (10) business days after the day the complaint has been made.
If the investigation shows International Money Transfer NV made an error, she will promptly correct the error.
5. If International Money Transfer NV concludes that she needs more time to investigate the complaint or question, she will notify Customer and complete her investigation in a reasonable amount of time.
6. If International Money Transfer NV concludes there was no error on her side, she will send Customer a written explanation after the investigation is completed. Customer may request copies of the documents that International Money Transfer NV used in her investigation.

Article 13 Changes to Terms and conditions

1. International Money Transfer NV may, without prior notice to Customer, add to or change these Terms and conditions at any time, for example, to meet new regulatory requirements or to enhance security.
2. International Money Transfer NV may remove or change a service or add a new service at any time.
3. International Money Transfer NV may introduce fees or change the fees and charges she applies.
4. If International Money Transfer NV changes or adds to these Terms and conditions, and Customer does not wish to accept the changes, International Money Transfer NV can no longer provide the Service to Customer.
5. International Money Transfer NV will, however, notify Customer about changes, in accordance with any applicable laws.

Article 14 Liability and indemnification

1. Customer agrees that International Money Transfer NV shall not be liable to Customer or anyone else for any loss or expense as a result of her acting on the instructions of Customer or someone chosen by Customer to use the Service. International Money Transfer NV can deal with that person as if he/she was the Customer itself for the purposes of these Terms and conditions
2. Except as otherwise provided in this document, International Money Transfer NV shall have no liability to Customer for any transfers of money under the Service, including without limitation, (i) any failure, through no fault of us to complete a transaction in the correct amount, or (ii) any related losses or damages.
3. International Money Transfer NV shall not be liable for any typos or keystroke errors that Customer makes when using the Service.

4. Customer should not use the Service to send money to recipients with whom the Customer is not familiar with or the Customer does not trust.
5. Customer acknowledges and agrees that the Customer is personally responsible for his/her conduct while using the Service, and except as otherwise provided in this document, Customer agrees to indemnify, defend and hold harmless International Money Transfer NV, their owners, directors, officers and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary, punitive and indirect damages), and reasonable attorney's fees, resulting from or arising out of Customer's use, misuse, errors, or inability to use the Service, or any violation by Customer of these Terms and conditions.
The Customer shall pay all legal fees or costs incurred in connection with the enforcement of These Terms and conditions or legal fees incurred in connection with any dispute or difference arising under this agreement that is resolved in favor of International Money Transfer NV.
6. None of the information provided in connection with the Service is financial advice, nor should it be construed as such.
7. International Money Transfer NV excludes all liability for any claim arising from any act undertaken by a Customer unless the Customer incurred loss in relation to a request to International Money Transfer NV and the Customer can prove that he/she suffered loss due to a breach of these Terms and conditions by International Money Transfer NV. International Money Transfer NV will only be liable for the direct loss the Customer incurs. Direct losses mean the value of the currency the Customer requests International Money Transfer NV to transfer, pursuant to these Terms and conditions.
8. In cases where the court decides that the exclusion or limitation of liability for consequential, incidental, exemplary, punitive and indirect damages is not allowed, the liability of International Money Transfer NV is limited to the highest extent permitted by the laws of the Republic of Suriname.
9. When determining if International Money Transfer has caused a Customer to suffer loss, the Customer accepts the actions of intermediaries, not employed by International Money Transfer NV, are the actions of third parties. International Money Transfer NV will not be responsible for any loss caused by a third party.

Article 15 Applicable law

These Terms and conditions and any matter arising from the Service are governed by the laws of the Republic of Suriname and the courts of Suriname will have exclusive jurisdiction.

Date:

Signed for receipt by Customer

APPENDIX 1 PERSONAL DATA

International Money Transfer NV may collect the following information of the Customer:

- Identity Data: amongst others first name, maiden name, last name, username or similar identifier, title, date of birth and gender.
- Contact Data: includes a billing address, delivery address, email address and telephone number(s).
- Financial Data: includes bank account details.
- Transaction Data: includes details about payments to and from the Customer and other details of products and services the Customer requested from International Money Transfer NV.
- Profile Data: includes the Customer's username and password.