

KAAH EXPRESS RECEIVE CONDIOTIONS

1. INTRODUCTION

- 1.1 This agreement is between you and Kaah Express BV (“**us**”) acting through one of Kaah Express representatives as our agent. The terms in the form are part of this agreement.
- 1.2 This agreement allows you to receive money that a “**sender**” has agreed to make available to you in a currency and for an amount specified by him, to collect at a Kaah Express BV location in the country chosen by the sender, as a part of our Kaah Express Money Transfer Service, 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 rather than to receive money as a commercial payment.
- 1.3 You must sign the form and fully and accurately complete all your sections in it. The Kaah Express representative will normally ask for the reference number of the transfer (which you can get from the sender). Please note that the reference number is not always required to collect the money.
- 1.4 You must provide the Kaah Express representative with what it reasonably believes to be valid identification. For certain transfers (depending on the receive country and amount) the Kaah Express representative may require the correct answer to the test question set by the sender in addition to such identification or instead of identification. You can collect the money and complete the transfer.
- 1.5 **Our contact details:** Our website is www.kaahexpress.eu; our address for writing to us is Kaah Express BV, Ringbaan Oost 102, 5013 CD, Tilburg, the Netherlands, Chamber of Commerce 18076384; and our e-mail address is customerservice@kaahexpress.eu

2. RESTRICTIONS ON COLLECTION

- 2.1 The sender may cancel the transfer
- 2.2 We may refuse to allow the money 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 to fraudulent or illegal activity.
- 2.3 You can contact 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.

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 We will report money transfers to any government authorities if required to do so by law.
- 3.3 None of our services involve you having a “deposit” or a deposit account with us (or any other company helping with the transfer) at any time.
- 3.4 Dutch law applies to this agreement (and to our dealings with you with a view to entering into this agreement), and we will communicate with you in English. If there is a difference between the English and the version in any other language (for example Dutch) of these conditions, the English version will apply.
- 3.5 A person who is not a party to this agreement shall not have any rights under the Contract (Rights of Third Parties) Act 1999 or otherwise to enforce this agreement.
- 3.6 Some of these conditions are based on expected regulatory requirements that will not be made until after this document is prepared for printing. If any condition turns out to be inconsistent with a regulatory requirement, we will not rely on it but will treat it as if it did reflect the relevant regulatory requirement and we will make any changes to these conditions that are required to reflect that requirement when they are next

reprinted. (A “regulatory requirement” is any law, regulation, code or industry guidance that applies to us.)

4. DATA PROTECTION

- 4.1 We are committed to protecting your privacy. We may use your personal information and the details of the transfer, and store them on our databases, in order to provide you with transfer services, for managing our business (including administering any ongoing relationship with you) and for market research as permitted by applicable law.
- 4.2 We may, for those purposes, share the information with our parent and other Kaah Express companies, Kaah Express representatives and other service providers, who may be located outside of the EEA (European Union countries, Norway, Iceland and Liechtenstein). Where they are in the USA, we will meet the US – European Union “Safe Harbour” data protection principles. 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.
- 4.3 You may request access to your personal information, ask for the information to be corrected and updated or, for legitimate reasons, oppose its processing, by writing to or e-mailing us (Attn: Privacy Officer).
- 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 USA and the country from which the money was sent. Our website sets out our latest data protection policy and we will, as required by law, tell you about any changes to such policy.

5. COMPLAINTS

- 5.1 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 complaint, you can visit our website, e-mail us, or write to Customer Relations at the address in condition 1.5.
- 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 after 8 weeks or you are unhappy with our final response, you may be able to refer it to an independent complaints handling body – for details please see our complaint procedure; we will also provide you with the details if you contact us to complain.

6. HOW ARE WE REGULATED

We are a payment institution authorised and regulated by “De Nederlandsche Bank” (DNB) in the Netherlands. The register of payment institutions in the Netherlands is available at www.dnb.nl

7. SEPARATE ARRANGEMENTS

Kaah Express representatives may offer additional services under separate agreements, which do not involve us (and so for which we are not liable). Kaah Express representatives may charge you extra for those services, and will use a currency rate of their own choice if they involve changing currency.